

A House Lease Agreement is a legal document that sets the terms and conditions for renting a house between a landlord and a tenant. It helps both parties to know their rights and responsibilities. When to Use a House Lease Agreement? This agreement is suitable for house rentals and may have more personal details because the owner may live there now or in the future. Rental Situations Here are some common situations where this agreement is useful: Standard house rentals. Whenever you rent out a house, whether you have multiple properties or you are renting your own house. Renting your home to family or friends. Even if you are renting to someone you know, this agreement is important to protect yourself, the tenant, and your relationship. Renting a room in your house while you live there. You still need a House Lease Agreement if you are only renting out a room in your house. This agreement can be customized to fit your situation and define the rules for sharing the house. Benefits of a House Lease Agreement Address Items Specific to House Rentals. A House Lease Agreement can cover things that are different from renting an apartment, such as yard maintenance and garage and driveway use. Include all Necessary Clauses. A comprehensive agreement can have as many clauses as you need to safeguard your house and your interests. You may not want to use a short agreement for a house you own. A House Lease Agreement makes sure you don't miss anything when renting your house. Provide Details and Instructions. A well-written agreement will not only include all the essential topics but also give specific details and instructions on them, such as security deposits and damages. This will prevent conflicts between landlords and tenants. Protection. An agreement protects both parties by outlining their obligations and expectations. It also serves as evidence in case of any legal disputes. .



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Rental Agreement and Lease

This rental agreement is made between:

_____ (Landlord) and
 _____ (Tenant)

For the property on:

_____ (Address)
 _____ (City, State and zip code)

The lease is for one year starting on January 1, 2009 and is automatically renewed for the amount of \$400.00 a month, payable on the first _____ (Tenant) is responsible for the Electric, Gas and Telephone.

Snow removal, trash, and lawn care are provided by the Landlord.

_____ (Tenant) is responsible for insuring her personal property.

_____ (Tenant) agrees to use the premises for residential purposes only and not for illegal, immoral or hazardous purposes.

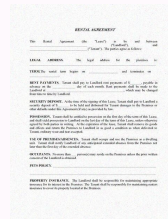
_____ (Tenant) may have/may not have animals, for an additional deposit of \$ _____.

 (Tenant) (Date) (Phone)

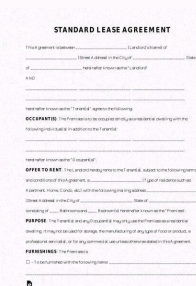
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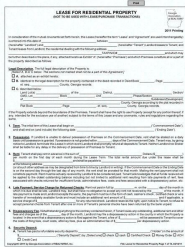
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Essential Terms and Conditions The following terms and conditions are essential for any house lease agreement: Lease Terms. The agreement should state whether it is a fixed-term lease or a month-to-month lease, and the start and end date of the lease term. Payments. The agreement should state the amount and frequency of the rent and any other fees, such as security deposit, utilities, late fees, etc. The agreement should also state how and when the tenant should pay the landlord.

Signatures. The agreement should have the signatures of both the landlord and the tenants, as well as the date of signing. Without signatures, the agreement is not legally binding. Specific Items to Include in a House Lease Agreement The following items are specific to renting out a house and should be included in the agreement: Date. The agreement should state the date when it becomes effective and when it is signed by the parties. Parties. The agreement should state the names and addresses of the landlord and the tenants who are bound by the agreement. Occupants. The agreement should state the names and ages of any occupants who are not tenants but are allowed to live in the house with the tenant's permission. The agreement should also state the maximum number of occupants allowed.. A house lease agreement is a contract between a landlord and a tenant who rents a house. It should include the following information: - ****Occupants.**** List the names of all the people who will live in the house, including children and pets. - ****Purpose.**** State that the house is for residential use only and not for any other activities. - ****Premises.**** Specify the address, number of bedrooms and bathrooms, and the shared and private areas of the house. - ****Furnishings.**** Mention if the house is furnished or not and describe the items provided by the landlord. - ****Appliances.**** List the appliances that the landlord will supply, such as refrigerator, stove, washer, dryer, etc. - ****Lease Term.**** Indicate if the lease is for a fixed term or a month-to-month basis. If it is a fixed term, give the start and end dates. If it is a month-to-month, give the start date and the notice period for termination.

Check your state laws for the minimum notice period required. - ****Rent.**** State the monthly rent amount, the due date, and the payment method. You may also ask for the first and last month's rent in advance. - ****Other Payment Terms.**** Include any other fees or charges that may apply, such as bounced check fees, prepayment, rent increases, or prorated rent. - ****Late Rent.**** Explain the consequences of paying rent late, such as late fees or eviction. Make sure you follow your state laws regarding the maximum late fee and the grace period allowed.

- ****Security Deposit.**** State the security deposit amount, which is usually one month's rent. Specify what can be deducted from the deposit, such as unpaid rent, damages, or cleaning costs. Also state how and when the deposit will

be returned to the tenant. Follow your state laws regarding the security deposit rules and limits. - ****Condition.**** Include a clause that requires the tenant to inspect the house before moving in and report any existing damages or defects. This will help avoid disputes over the security deposit deductions later.. A rental agreement pdf is a document that outlines the terms and conditions of renting a house from a landlord. It should include the following sections: - **Condition of the House.** The tenant must confirm that they received the house in good condition and report any damages or defects. - **Assignment.** The landlord must state if they allow the tenant to sublet the house to others or not. - **Right of Entry.** The landlord must specify how much notice they will give the tenant before entering the house and for what reasons. This may vary depending on the state laws. - **Alterations and Improvements.** The landlord must indicate what changes the tenant can make to the house and who owns them. The landlord must also address any unauthorized changes and their consequences. - **Non-Delivery of Possession.** The landlord must explain their responsibility to deliver the house to the tenant at the start of the lease and what happens if they fail to do so. - **Hazardous Materials.** The landlord must prohibit the tenant from keeping any dangerous materials in the house. - **Utilities.** The landlord must list the utilities they will provide and inform the tenant that they are in charge of paying and setting up the rest of the utilities. - **Maintenance, Repair, and Rules.** The landlord must state who is responsible for maintaining and repairing the house and what rules the tenant must follow. - **Pets.** The landlord must state if they allow pets, what types, how many, and if there is a pet fee. - **Quiet Enjoyment.** The landlord must promise that the tenant can enjoy the house peacefully without interference. - **Indemnification.** The tenant must agree not to sue the landlord for any damages that the landlord did not cause directly. - **Default.** The landlord must state the rights and consequences if either party breaks the rental agreement.

- **Abandonment.** The landlord must state their rights if the tenant leaves the house without notice or permission. - **Attorneys' Fees.** The tenant must agree to pay the landlord's legal fees if they breach the lease or any laws, rules, or codes. - **Compliance with Law.** The tenant must agree to follow all laws. - **Severability.** The landlord must state that any invalid parts of the agreement do not affect the rest of the agreement. - **Binding Effect.** The landlord must state that the agreement is binding on both parties and their successors and assigns.. The agreement binds not only the parties who sign it, but also their heirs, successors, and legal representatives. **Modification.** The agreement can only be changed in writing with the signatures of all parties. **Notice.** This section specifies the addresses of the landlord and tenant for sending notices. **Parking.** A House Lease Agreement may cover the tenant's use of the driveway and garage, if any. **Early Termination.** This section states if the tenant can end the lease early, the notice required, and the fee charged, if any. **Smoking Policy.** This section states if smoking is allowed or not, and where, if applicable. **Disputes.** Both parties agree to try to resolve any disputes before going to court. **Retaliation.** The landlord cannot take any revengeful actions against the tenant. **Equal Housing.**

The landlord must make reasonable changes to suit a tenant's mental or physical disability. **Property Deemed Uninhabitable.** This section gives the tenant the right to end the lease if the property is not livable. It also holds the tenants responsible for any damage or loss caused by their negligence. **Lead-Based Paint Disclosures.** The landlord must disclose if any part of the house was built before 1978 and may contain lead-based paint. **Entire Agreement.** The agreement and its attachments are the final and complete agreement. Any previous talks or agreements, written or oral, are invalid. **Signatures.** The landlord and all tenants must sign the agreement to make it official. **Other Clauses** These are some common items in a House Lease Agreement. You may also want to add some specific terms for your house, such as lawn maintenance or use of certain areas (e.g., garage). **Governing Law.** You may also want to state that the agreement is governed by the laws of the state (and city, if relevant). **Option to Purchase.** This clause is for agreements where the parties may want to buy or sell the house in the future. A rental agreement pdf is a document that outlines the terms and conditions of renting a house. It may include clauses such as: - **Rent-to-Own.** This option allows the tenant to buy the house after paying rent for a certain period. - **House Sale.** This clause explains what will happen if the landlord/owner decides to sell the house and the tenant's rights in that situation. - **Agent/Manager.** This clause gives the contact information of the person who is responsible for managing the house rental. - **Noise/Waste.** This clause prohibits the tenant from causing damage or disturbance at the house and requires the tenant to follow the local noise laws. - **Guests.** This clause specifies how long guests can stay at the house with or without the landlord's permission. - **Joint and Individual Liability.** This clause states that all tenants are responsible for the whole agreement and can be held liable for each other's violations. - **Waiver.** This clause clarifies that the landlord does not give up their rights to enforce the agreement if they overlook one breach by the tenant. - **Guarantor.** This clause names a person who will pay the rent if the tenant fails to do so.

The rental agreement pdf may also need to include additional disclosures and addendums depending on the state laws. It is advisable to have a separate cover page that lists all the documents that are part of the agreement. It is also important to understand the legal terms and meanings in the agreement and consult an attorney if needed.

Both the landlord and the tenants should keep a signed copy of the agreement. The agreement should comply with the state laws on security deposit, which limit the amount and the time frame for returning it. The amount of security deposit a landlord can keep depends on the state where the property is. The table below shows the maximum security deposit for each state. You can use this table to fill in your rental agreement pdf with the right information. | State | Security Deposit Limit | | --- | --- | | Alabama | 1 month's rent | | Alaska | 2 months' rent | | Arizona | 2 months' rent | | Arkansas | 2 months' rent (for landlords with 6 or more units) | | California | 2 months' rent (unfurnished); 3 months' rent (furnished) | | Colorado | Not specified | | Connecticut | 2 months' rent (for tenants under 62); 1 month's rent (for tenants 62 or older) | | Delaware | 1 month's rent (for leases of 1 year or more); No limit (for month-to-month leases in the first year); 1 month's rent (after the first year) | | Florida | No limit | | Georgia | No limit | | Hawaii | 1 month's rent (plus 1 month's rent for pets) | | Idaho | No limit | | Illinois | No limit | | Indiana | No limit | | Iowa | 2 months' rent | | Kansas | 1.5 months' rent (furnished); 1 month's rent (unfurnished) | | Kentucky | No limit | | Louisiana | No limit | | Maine | 2 months' rent | | Maryland | 2 months' rent | | Massachusetts | 1 month's rent | | Michigan | 1.5 months' rent | | Minnesota | No limit | | Mississippi | No limit | | Missouri | 2 months' rent | | Montana | No limit | | Nebraska | 1 month's rent (no pets); 1.25 months' rent (pets) | | Nevada | 3 months' rent | | New Hampshire | 1 month's rent or \$100 (whichever is higher) | | New Jersey | 1.5 months' rent | | New Mexico | 1 month's rent (for leases of less than 1 year); No limit (for longer leases) | | New York | 1 month's rent (except for units under rent control laws) | | North Carolina | 1.5 months' rent (for month-to-month leases); 2 months' rent (for longer leases); Additional non-refundable pet deposit (reasonable amount) | | North Dakota | 1 month's rent | | Ohio | No limit | | Oklahoma | No limit | | Oregon | No limit | | Pennsylvania | 2 months' rent (for the first year); 1 month's rent (for subsequent years) | | Rhode Island | 1 month's rent | | South Carolina | No limit | | South Dakota | 1 month's rent | | Tennessee | No limit | | Texas | No limit | | Utah | No limit | | Vermont | No limit | | Virginia | 2 months' rent | . The table below shows the maximum amount and duration for

returning a security deposit in different states. Make sure your rental agreement pdf complies with your state's laws on security deposit withholding. You can find more information on security deposit laws here. | State | Maximum Amount | Maximum Duration | | ---- | ----- | ----- | | Washington | No limit | No limit | | Washington D.C. | One month's rent | One month | | West Virginia | No limit | No limit | | Wisconsin | No limit | No limit | | Wyoming | No limit | No limit | After reviewing the House Lease Agreement, here are the next steps: - Sign the Agreement. A landlord may ask for a cosigner if the tenant has a poor financial history. You can also have witnesses or a notary to verify the agreement. - Get the Keys. The landlord will give the tenant a set of keys after signing the agreement. - Make the Payments. The tenant must pay the landlord the security deposit, the first month's rent, and any other fees in the agreement. - Move in. The tenant should have a smooth move-in day. The landlord should be ready to help the tenant with any questions or concerns. Before moving in, the tenant and the landlord should do a Move In Inspection. This is mandatory in some states, as shown in the table below.

The inspection will document the condition of the property and the landlord's expectations. | State | Requirement | | ---- | ----- | | Arizona | All New Tenancies | | Georgia | Only if Collecting a Security Deposit | | Hawaii | All New Tenancies | | Kansas | All New Tenancies | | Kentucky | Only if Collecting a Security Deposit | | Maryland | All New Tenancies | | Massachusetts | Only if Collecting a Security Deposit | | Michigan | Only if Collecting a Security Deposit | | Montana | Only if Collecting a Security Deposit | | Nevada | All New Tenancies | | North Dakota | All New Tenancies | | Virginia | All New Tenancies | | Washington | Only if Collecting a Security Deposit | The tenant and the landlord should use a Tenant Move In Checklist for the inspection.