

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement")
made and

entered into this _(1)_ day of ____ (2)____, 19_(3)_, by and between

_____ (4)_____, whose address is

_____ (5)_____ (hereinafter referred to as "Lessor")
and

_____ (6)_____ (hereinafter referred to as
"Lessee").

W I T N E S S E T H :

WHEREAS, Lessor is the fee owner of certain real property being,
lying and situate in

_____ (7)_____ County, _____ (8)_____, such real property having a street
address of

_____ (9)_____.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon
the terms and

conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on
the terms and

conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS
(\$10.00),

the covenants and obligations contained herein and other good and
valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as

follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described

Premises together with any and all appurtenances thereto, for a term of (10) year(s), such

term beginning on (11) , and ending at 12 o'clock midnight on

 (12) .

2. RENT. The total rent for the term hereof is the sum of

 (13) DOLLARS (\$) payable on the (14) day

of each month of the term, in equal installments of (15)

DOLLARS (\$) first and last installments to be paid upon the due execution of this

Agreement, the second installment to be paid on (16) . All such payments

shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or

before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Lessee shall deposit

with Lessor the sum of (17) DOLLARS (\$) receipt of which

is hereby acknowledged by Lessor, as security for any damage caused to the Premises during

the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off

for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Lessee and

Lessee's immediate family, consisting of _____(18)_____

_____, exclusively, as a private single family dwelling,

and no part of the Premises shall be used at any time during the term of this Agreement by

Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any

purpose other than as a private single family dwelling. Lessee shall not allow any other person,

other than Lessee's immediate family or transient relatives and friends who are guests of Lessee,

to use or occupy the Premises without first obtaining Lessor's written consent to such use.

Lessee shall comply with any and all laws, ordinances, rules and orders of any and all

governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and

preservation of the Premises.

5. CONDITION OF PREMISES. Lessee stipulates, represents and warrants that Lessee

has examined the Premises, and that they are at the time of this Lease in good order, repair, and

in a safe, clean and tenantable condition.

6. ASSIGNMENT AND SUB-LETTING. Lessee shall not assign this Agreement, or sub-

let or grant any license to use the Premises or any part thereof without the prior written consent

of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be

deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment,

sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting

by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this

Agreement.

7. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the

buildings or improvements on the Premises or construct any building or make any other

improvements on the Premises without the prior written consent of Lessor. Any and all

alterations, changes, and/or improvements built, constructed or placed on the Premises by

Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be

and become the property of Lessor and remain on the Premises at the expiration or earlier

termination of this Agreement.

8. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of

the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor

or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall

abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give

possession, and if possession is tendered within such time, Lessee agrees to accept the demised

Premises and pay the rental herein provided from that date. In the event possession cannot be

delivered within such time, through no fault of Lessor or its agents,
then this Agreement and all

rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Lessee shall not keep on the Premises any
item of a

dangerous, flammable or explosive character that might unreasonably
increase the danger of fire

or explosion on the Premises or that might be considered hazardous or
extra hazardous by any

responsible insurance company.

10. UTILITIES. Lessee shall be responsible for arranging for and
paying for all utility

services required on the Premises.

11. MAINTENANCE AND REPAIR; RULES. Lessee will, at its sole
expense, keep and

maintain the Premises and appurtenances in good and sanitary condition
and repair during the

term of this Agreement and any renewal thereof. Without limiting the
generality of the foregoing,

Lessee shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways,
stairs and/or halls, which

shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and
hardware in good,

clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony

nor air or dry any of same within any yard area or space;

(f) Not cause or permit any locks or hooks to be placed upon any door or window without

the prior written consent of Lessor;

(g) Keep all air conditioning filters clean and free from dirt;

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good

order and repair and shall use same only for the purposes for which they were constructed.

Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be

thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped

plumbing resulting from misuse shall be borne by Lessee;

(i) And Lessee's family and guests shall at all times maintain order in the Premises and

at all places on the Premises, and shall not make or permit any loud or improper noises, or

otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered

wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of

Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights

that may have then accrued hereunder. The rental provided for herein shall then be accounted

for by and between Lessor and Lessee up to the time of such injury or destruction of the

Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond

such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall

have the option of either repairing such injured or damaged portion or terminating this Lease. In

the event that Lessor exercises its right to repair such untenable portion, the rental shall abate

in the proportion that the injured parts bears to the whole Premises, and such part so injured

shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence

and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all

reasonable times during the term of this Agreement and any renewal thereof to enter the

Premises for the purpose of inspecting the Premises and all buildings and improvements

thereon. And for the purposes of making any repairs, additions or alterations as may be deemed

appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents

shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or

"vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of

this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions,

rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Lessee's interest hereunder are

and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances

now or hereafter placed on the Premises by Lessor, all advances made under any such

mortgages, liens or encumbrances (including, but not limited to, future advances), the interest

payable on such mortgages, liens or encumbrances and any and all renewals, extensions or

modifications of such mortgages, liens or encumbrances.

15. LESSEE'S HOLD OVER. If Lessee remains in possession of the Premises with the

consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-

month shall be created between Lessor and Lessee which shall be subject to all of the terms and

conditions hereof except that rent shall then be due and owing at _____(19)_____

DOLLARS (\$_____) per month and except that such tenancy shall be terminable upon

fifteen (15) days written notice served by either party.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Lessee shall

surrender the Premises in as good a state and condition as they were at the commencement of

this Agreement, reasonable use and wear and tear thereof and damages by the elements

excepted.

17. ANIMALS. Lessee shall be entitled to keep no more than _(20)_ (____) domestic

dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the

Premises, Lessee shall pay to Lessor a pet deposit of _____(21)_____ DOLLARS

(\$_____), _____(22)_____ DOLLARS (\$_____) of which shall be non-refundable

and shall be used upon the termination or expiration of this Agreement for the purposes of

cleaning the carpets of the building.

18. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as

being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein

and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have,

hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the

Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the

Premises or the building of which the Premises are a part or to goods or equipment, or in the

structure or equipment of the structure of which the Premises are a part, and Lessee hereby

agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of

every kind and nature.

20. DEFAULT. If Lessee fails to comply with any of the material provisions of this

Agreement, other than the covenant to pay rent, or of any present rules and regulations or any

that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed

on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying

the non-compliance and indicating the intention of Lessor to terminate the Lease by reason

thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days

thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder

to be immediately due and payable and may exercise any and all rights and remedies available

to Lessor at law or in equity or may immediately terminate this Agreement.

21. LATE CHARGE. In the event that any payment required to be paid by Lessee

hereunder is not made within three (3) days of when due, Lessee shall pay to Lessor, in addition

to such payment or other charges due hereunder, a "late fee" in the amount of

_____ (23) _____ (\$_____).

22. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons

the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the

Premises in the manner provided by law, and without becoming liable to Lessee for damages or

for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee,

relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part

of the then unexpired term, and may receive and collect all rent payable by virtue of such

reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that

would have been payable under this Agreement during the balance of the unexpired term, if this

Agreement had continued in force, and the net rent for such period realized by Lessor by means

of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises

by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the

Premises to also have been abandoned, in which case Lessor may dispose of all such personal

property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for

doing so.

23. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney

to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining

possession of the Premises, Lessee agrees to pay all expenses so incurred, including a

reasonable attorneys' fee.

24. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the

Public Records of any public office. In the event that Lessee shall record this Agreement, this

Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all

rights and remedies that it has at law or in equity.

25. GOVERNING LAW. This Agreement shall be governed, construed and interpreted

by, through and under the Laws of the State of _____(24)_____.

26. SEVERABILITY. If any provision of this Agreement or the application thereof shall,

for any reason and to any extent, be invalid or unenforceable, neither the remainder of this

Agreement nor the application of the provision to other persons, entities or circumstances shall

be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT. The covenants, obligations and conditions herein contained shall

be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the

parties hereto.

28. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for

convenience of reference only and they are not intended to have any effect whatsoever in

determining the rights or obligations of the Lessor or Lessee.

29. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either

gender or both, singular and plural.

30. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this

Agreement shall affect Lessee's duties and liabilities hereunder.

31. MODIFICATION. The parties hereby agree that this document contains the entire

agreement between the parties and this Agreement shall not be modified, changed, altered or

amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed:

As to Lessor this _(25)_ day of _____(26)_____, 19_(27)_.

Witnesses:

"Lessor"

_____ (28) _____

_____ (29) _____

_____ (30) _____

_____ (28) _____

As to Lessee this _(31)_ day of _____(32)_____, 19_(33)_.

Witnesses:

"Lessee"

_____ (28) _____

_____ (34) _____

_____ (28) _____

_____ (35) _____

NOTICE

The information in this document is designed to provide an outline that you can follow

when formulating business or personal plans. Due to the variances by many local, city, county

and state laws, we recommend that you seek professional legal counseling before entering into

any contract or agreement.