

INSTRUCTIONS TO RESIDENTIAL LEASE

Often, we, as missionaries with New Tribes Mission will find ourselves needing to rent a house for some of the time we are on furlough, or in between moving from Institute to Institute. If there is no written agreement, in most states a month-to-month rental agreement will be inferred. This makes it handy, in that, with 30 days notice the rent agreement can be ended. Quite often, however, problems develop because some terms of the understanding are not clearly identified and confusion follows.

This lease agreement form is provided to assist in defining what terms may or may not be relevant to your situation. The form can be made to read month to month or for whatever length of term you may desire. Those paragraphs that do not fit or are not applicable to your situation can be removed. Do this by merely drawing one line through the sections that you do not want and have all of the parties initial the change. The landlord should probably hold the original and a photocopy of the signed document be given to the tenant.

RESIDENTIAL LEASE

THIS LEASE, entered into this _____ day of _____, _____, by and between _____ party of the first part, (hereinafter designated as the lessor), and _____ party of the second part (hereinafter designated as the lessee),

WITNESSETH: That in consideration of the terms of the lessee hereinafter set forth, and the payment of the following sums:

_____ (\$) as and for damage deposit
_____ (\$) as and for security deposit
_____ (\$) as and for last months rent,

now paid to the lessor by the lessee, the receipt whereof is hereby acknowledged, the said lessor does hereby lease unto the lessee those certain premises in the city of _____, County of _____, State of _____, particularly described as follows, to-wit:

for the term of _____ commencing on the _____ day of _____, and ending on the _____ day of _____, _____, at the monthly rental of _____ (Dollars), payable in advance on the _____ day of each and every month during said term.

The above payment indicated as last month's rent now made, shall, in the event of the full and faithful performance by the lessee of all the terms in this lease by the lessee, be credited in payment of the last month's rent.

And it is expressly understood and agreed between the parties hereto as follows:

1. That the premises are leased as a dwelling-house and shall be used for no other purpose whatsoever by the said lessee. Lessee agrees that the premises are being rented to Lessee and Lessee only. Should Lessee desire to have additional persons move in and live with lessee, beyond the normal visit by friends and relatives, Lessee will need to obtain prior written permission from Lessor. Lessor has full right to grant or deny said request.

2. Not to use the premises, or any part thereof, or permit the same to be used for any illegal, immoral or improper purposes; not to make, or permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the demised premises.

3. The premises are accepted by lessee in their present condition, and shall be kept in good order, condition, and repair during the term of this lease by lessee at lessee's expense. Lessee will at the end of this lease surrender and deliver up said premises, without demand, in as good order and conditions as when entered upon, loss by fire, inevitable accident, ordinary wear and decay only excepted.

4. Lessee agrees to quit and surrender the premises at the expiration of this lease without notice.

5. Lessor or lessor's agents shall not be held liable for any damage to property or personal injuries caused by any defects now in said premises or hereafter occurring in or in front of said premises.

6. This lease or any part hereof shall not be assigned or sublet by lessee, or by operation of law, or otherwise, without the prior written consent of lessor; and in the event such written consent shall be so given, no other or subsequent assignment or subletting shall be made by such assignee or assignees or sub-lessee or sub-lessees without prior consent of lessor.

7. Lessee agrees to keep said premises, also the sidewalks adjacent thereto, in a clean and sanitary condition, and to comply with all laws and ordinances, and the directions of all proper officers in relation thereto; and lessee at lessee's own cost and expense agrees to keep all drainage pipes free and open, and to protect water, heating, and all other pipes so they will not freeze or become clogged, and to immediately repair the same as well as all damage that may be caused by leakage or otherwise.

8. Lessee agrees not to commit or permit any waste, damage, or injury to said premises, or appurtenances, and to keep the grounds upon which said premises are situated in good order, and not to let or permit any rubbish to be deposited or accumulated thereon, and to mow and water the grass, flowers, and other shrubbery on said grounds in good order and condition.

9. Lessor or Lessor's agents shall have access to the premises at all reasonable hours for the purpose of making inspection of the premises.

10. The tenant acknowledges receipt of the articles enumerated on the reverse side or attached to this Lease, if any, and agrees to assume responsibility for them and to replace all missing or damaged articles.

11. The lessee shall not do or keep anything in or about said premises which will in any way tend to increase the insurance rate on said premises.

12. To pay all charges for electricity, waste disposal, water and gas used on said premises; not to hold the landlord responsible for any delay in the installation of electricity, water, or gas, or meters therefore, or interruption in the use and services of such commodities.

13. That in the event the premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy or use, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall, until the said premises shall have been rebuilt or reinstated, be suspended and cease to be payable, or this lease shall, at the election of the landlord, thereby be determined and ended, provided, however that this agreement shall not be construed so as to extend the term of this lease or to render the landlord liable to rebuild or replace the said premises.

14. Lessee shall make no alterations, additions or improvements in said premises, or upon the said grounds, without the previous consent of lessor first had in writing, and in the event such consent is given all such alterations, additions or improvements shall be made at the sole expense of lessee and shall become the property of lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury.

15. If any rents above reserved or any part thereof shall be and remain unpaid when the same become due, or if the lessee shall default in any of the terms of this lease, then it shall be optional for the lessor to declare this lease forfeited and the said term ended, and to reenter said premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and the lessor shall not be liable for damages by reason of such reentry or forfeiture; but notwithstanding such reentry by the lessor the liability of the lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

16. **IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO**, that if default is made in the payment of rent as above set forth, or any part thereof, or if said tenant shall violate any of the of this lease, then the tenant shall become a tenant at sufferance, and if any installment of rent shall remain unpaid for three (3) days after written notice of such nonpayment, then the entire rental to the end of this lease shall become at once due and payable; and in all proceedings under this lease for the recovery of rent in arrears, whether said rent accrued before or after the expiration of this lease, said tenant agrees to pay the landlord an attorney's fee of 15 percent of any amount so collected, together with all costs of such collection and in the event tenant is evicted by suit at law said tenant agrees to pay to said landlord all costs of such suit, including a reasonable attorney's fee; that no assent, expressed or implied, to any breach of one or more of the covenants hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Lessor

Lessee

Lessor

Lessee

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, _____, before me a Notary Public in and for the State of _____, personally came _____ and _____, to me known to be the lessor(s) and lessee(s) respectively described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

Notary Public in and for the State of _____,
residing at _____

Living Room

- _____ Table
- _____ Chairs
- _____ Lamps
- _____ Sofa
- _____ Mirrors
- _____ Curtains
- _____ Rugs

Kitchen

- _____ Refrigerator
- _____ Range
- _____ Table
- _____ Chairs
- _____ Curtains

Bedroom

- _____ Bed, springs, mattress
- _____ Rugs
- _____ Curtains
- _____ Dresser
- _____ Lamp
- _____ Chair
- _____ Desk
