

RELEASE FORM FOR SCREENING THE APPLICANT

Date: \_\_\_\_\_

This form secures my consent to a background and credit check regarding rental of the property at \_\_\_\_\_.

Landlady and Applicant agree that if the report is unsatisfactory, Landlady does not have to return the fee of \$ \_\_\_\_\_ paid by the Applicant to perform this check.

Amount paid: \_\_\_\_\_

Applicant (signature): \_\_\_\_\_

Landlady (signature): \_\_\_\_\_

## LANDLADY'S APPLICATION

Tenant's Application will be incorporated into their lease by reference and made a part thereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall, at the option of the Landlord, void the Lease Agreement.

First Applicant's Name: \_\_\_\_\_ Birth date: \_\_\_\_\_

Current Address: \_\_\_\_\_

How long have you lived at this address: \_\_\_\_\_ Rent: \_\_\_\_\_

Reason For Leaving: \_\_\_\_\_ Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

Names, Phone numbers of the Last Two Landlords or Residences:

\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell: \_\_\_\_\_

Family vehicles, two to four wheels: \_\_\_\_\_

Make and Model of your car: \_\_\_\_\_ Plate number \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Worked there since? \_\_\_\_\_

Your job: \_\_\_\_\_ Supervisor's Name and Phone \_\_\_\_\_

Income (after deductions): \_\_\_\_\_ Other income (specify): \_\_\_\_\_

\_\_\_\_\_  
What debts do you have? (car, education, medical, etc) \_\_\_\_\_

Where You Bank: \_\_\_\_\_ Major Credit Cards: \_\_\_\_\_

Other Obligations (child support, alimony): \_\_\_\_\_

\_\_\_\_\_  
Have you ever: Been asked to move out? \_\_\_ Filed bankruptcy? \_\_\_

Been sued? \_\_\_ Been evicted? \_\_\_ Been convicted of a crime? \_\_\_

On parole or probation for any offense? \_\_\_

Please explain any yes answers: \_\_\_\_\_

References

(3): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ALL FIRST TIME RENTERS REQUIRE A COSIGNER. If you have a cosigner, they must fill out an application in full. Name, address and phone: \_\_\_\_\_

Name and Phone of Two (2) Emergency

Contacts: \_\_\_\_\_

This app can be mailed to: My Name at My Address (use a P.O.Box)

Should your application be accepted, your lease can be signed at my attorney's office in Gainesville. Your payments for the security and your first month's rent must be paid with a **money order or with a certified check**.

Any subsequent payments put into the mail to me must be a certified check. Under no circumstances will I accept the excuse that you put a money order into the mail and it must have gotten lost. Late payments are subject to a late fee. If you are concerned the mail will fail to arrive timely, send your payment early

I have read and understand this. (Initial) \_\_\_\_\_

I declare that the foregoing information is true and correct, authorize its verification and the obtaining of a consumer credit report. I agree that Landlord

may terminate any agreement entered into in reliance on any misstatement made above. Initial: \_\_\_\_\_

Please attach five 'first week of the month' consecutive pay stubs for all working applicants (five months of verified employment). Self employed applicants please attach two years tax returns. Please attach verification of any other stated income, disability, social security, child support or alimony.

Tenant's Application will be incorporated into their lease by reference and made a part thereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall, at the option of the Landlord, void the Lease Agreement.

Applicant Two:

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Make and Model of your car: \_\_\_\_\_ Plate number: \_\_\_\_\_

Reason For Leaving Current Address: \_\_\_\_\_

Names, Phone numbers of the Last Two Landlords or Residences:

\_\_\_\_\_

When did you live in these places? \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Your job: \_\_\_\_\_

How long working there? \_\_\_ Supervisor's Name and Phone: \_\_\_\_\_

Monthly income (after deductions): \_\_\_ Other income (specify): \_\_\_\_\_

What debts do you have? (car, education, medical, etc) \_\_\_\_\_

Where You Bank: \_\_\_\_\_ Major Credit Cards: \_\_\_\_\_

Have you ever: Been asked to move out? \_\_\_ Filed bankruptcy? \_\_\_

Been sued? \_\_\_ Been evicted? \_\_\_ Been convicted of a crime? \_\_\_

On parole or probation for any offense? \_\_\_

Please explain yes answers: \_\_\_\_\_

Children's Names and ages: \_\_\_\_\_

Friends or relatives who may be part time tenants: \_\_\_\_\_

**Only the persons listed in this application will be permitted to occupy the premises.**

Any pets? \_\_\_\_\_ In or outdoor? \_\_\_\_\_ Any water-filled furniture: \_\_\_\_\_

Nearest relative: \_\_\_\_\_

Name and Phone of Emergency contact: \_\_\_\_\_

I declare that the foregoing information is true and correct, authorize its verification and the obtaining of a consumer credit report. I agree that Landlord may terminate any agreement entered into in reliance on any misstatement made above. Initial: \_\_\_\_\_

My signature indicates my consent to have references contacted, background and credit checks made to ascertain my worthiness as a tenant. My signature indicates my intention to meet the terms of the tenancy, and to meet my financial obligations to tenancy. Initial: \_\_\_\_\_

\_\_\_\_\_  
1<sup>st</sup> 1<sup>st</sup> APPLICANT (signature)

1<sup>st</sup> APPLICANT S.S.# \_\_\_\_\_

1<sup>st</sup> APPLICANT Driver's Lic. .# \_\_\_\_\_

\_\_\_\_\_  
2<sup>nd</sup> APPLICANT (signature)

2<sup>nd</sup> APPLICANT S.S.# \_\_\_\_\_

2<sup>nd</sup> APPLICANT Driver's Lic. .# \_\_\_\_\_

Name, address, and phone numbers of nearest relatives of adult applicants:

Relationship: \_\_\_\_\_

Relationship: \_\_\_\_\_

Schools: \_\_\_\_\_

Veterinarian: \_\_\_\_\_

If you wish to have a pet on the property, the pet cannot be tied or chained to any fixed object outside the dwelling, including stairs, railings, gates, or fences. All house pets must be on a hand-held leash, under the tenant's supervision if outside a fenced area. Initial: \_\_\_\_\_

Outside pets must be housed and contained inside a fenced area with a proper shelter. No more than one pet may be housed outside. Outside pet enclosures must not interfere, prohibit or deter safe access to the home by tenants, or repair people. Initial: \_\_\_\_\_

Tenant is responsible for keeping the yard and the pet enclosure sanitary by removing all pet waste daily. All pets must be current in vaccines per the law. Excessive dog barking will not be tolerated. Initial: \_\_\_\_\_

Aggressive dogs, farm animals, and non-domesticated animals (snakes, raccoons, squirrels, etc) are not allowed. Initial: \_\_\_\_\_

APPLICATION FOR COSIGNER FOR (NAME OF APPLICANTS and number of children)

Rental Property Address: \_\_\_\_\_ (indicate house or apt)

Tenancy Period: from: \_\_\_\_\_ to \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

Description of address: (bedrooms, baths, outbuildings or parking info, pets or no, other restrictions or requirements that you deem necessary to mention)

Cosigning Applicant's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Relationship to my prospective tenant: \_\_\_\_\_

Your Current Address: \_\_\_\_\_

How long at this address: \_\_\_\_\_ Rent or own?: \_\_\_\_\_

Second address? During what months: \_\_\_\_\_

Your Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Make and Model of your car: \_\_\_\_\_ Plate number \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Your job: \_\_\_\_\_

Address: \_\_\_\_\_

How long working there? \_\_\_\_\_

Monthly income (after deductions): \_\_\_\_\_

Supervisor's Name and Phone \_\_\_\_\_

Other income (specify sources: \_\_\_\_\_

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What debts do you have? (car, education, medical, etc) \_\_\_\_\_

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Where You Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Major Credit Cards: \_\_\_\_\_

Other Obligations (alimony, child support): \_\_\_\_\_

Have you ever: Been asked to move out? \_\_\_ Filed bankruptcy? \_\_\_

Been sued? \_\_\_ Been evicted? \_\_\_ Been convicted of a crime? \_\_\_

On parole or probation for any offense? \_\_\_

Please explain any yes answers: \_\_\_\_\_

References

(3): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I declare that the foregoing information is true and correct, authorize its verification and the obtaining of a consumer credit report. I agree that Landlord may terminate any agreement entered into in reliance on any misstatement made above.

Initial: \_\_\_\_\_

My signature indicates my consent to have references contacted, background and credit checks made to ascertain my worthiness as a cosigner. My signature indicates my intention to meet the terms of the lease, and to meet my financial obligations to (applicant's name)'s tenancy.

Initial: \_\_\_\_\_

\_\_\_\_\_

COSIGNING APPLICANT (signature)

\_\_\_\_\_

COSIGNING APPLICANT S.S.#

\_\_\_\_\_

COSIGNING APPLICANT Driver's Lic. .#

Please attach a copy of your photo I.D. and two years tax returns, as well as verification of nontaxable income, to this sheet.

Tenant's Application will be incorporated into their lease by reference and made a part thereof. Any misrepresentations, misleading or false statements made by Tenant and/or Cosigner later discovered by the Landlord shall, at the option of the Landlord, void the Lease Agreement.

Please sign and mail this application in a timely manner to

\_\_\_\_ My Name and Address \_\_\_\_\_

My Phone Numbers: \_\_\_\_\_

REQUEST FOR INCOME VERIFICATION

To: (name of supervisor or other, as supplied to you)\_\_\_\_\_

Work address:\_\_\_\_\_

Date:\_\_\_\_\_

This party has applied for tenancy (OR to cosign on a lease), and I am asking for verification of this information. Without reply, the applicants will be denied tenancy.

Name: (of applicant)\_\_\_\_\_

Working as:\_\_\_\_\_

Salary (after deductions):\_\_\_\_\_

Worked for you from:\_\_\_\_\_

Any comments:\_\_\_\_\_

\_\_\_\_\_

Please reply in a timely manner to:

Your name:\_\_\_\_\_ Phone: \_\_\_\_\_

Address:\_\_\_\_\_

## NOTICE OF DENIAL

To: applicant  
At: his address

This notice is to inform you that your application has been denied for several reasons, including my no pets rule, my insurance company's discouraging pet policies, your eviction record, and the credit report obtained through \_\_\_ company, address and phone number (and yet again, here is why I like a real estate agency to have done this legwork. He can argue with them.) \_\_\_\_, and finally, because I have an applicant who filled out an app previous to yours.

Your credit score according to the report is \_\_\_\_\_, which is only fair, and I make a practice of renting to parties who qualify with a 'good' score of 600 or better, or who have no credit card debt.

This reporting agency didn't tell me not to rent to you, but they supplied the information that enabled me to make a considered decision. You have the right to a free copy of the report from the agency, if you make your request in sixty days or less, if you haven't acquired a report at any time in the past year. You also have the right to dispute the matter with the reporting agency and correct any errors that may exist. If they don't resolve the issues to your satisfaction, you can add your own "consumer statement" to the report, which must be included in future reports.

I wish you the best of luck in finding an equally nice, if not better, place to live.

All best

My Name and the date  
(end of document)

## LEASE DOCUMENT

1. PARTIES: The parties to this agreement are Audrey Couloumbis, hereinafter referred to as "Landlady," and \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as "Tenant." All adult occupants of the rented premises must sign this Lease Document and each will be jointly and severally liable under the terms and conditions of said Document. Only those adults and children written in on the application and submitted at the time the lease is signed are tenants.
2. PROPERTY: Landlady hereby lets the following property, \_\_\_(address)\_\_\_ to Tenant for the stated term of this Document.
3. TERM: The term of the Document shall be one year, beginning (month and day) of (year). Tenancy that does not complete the last month will forfeit the remaining rent to the Landlady.  
In the case of the move-in being delayed by the Landlady's readiness, the rent will be prorated to cover the exact number of days of the Tenant's wait period.
4. RENT: The monthly rental for said property shall be \$XXXX.00 per month.
5. FIRST AND SECURITY: The first month's rent shall be paid upon execution of this Document, along with a same amount deposit to be held in escrow against damages during tenancy.  
The continuing rental payments will be deposited to \_\_\_(bank)\_\_\_, account number xxx xxxxxx xxx on the first (or other) day of the month.  
Security deposits will be returned with accrued interest when the property is returned to the Landlady in broom clean condition with no damage and all existing appliances in good running condition.
6. LATE RENTAL COLLECTION CHARGE: Tenant hereby acknowledges that late payment will cause Landlady to incur costs not contemplated by this document. In the event rent is not received prior to 5:00 p.m. on the 5<sup>th</sup> (or five days following the due date) of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge of 10% of the rent, or, \$XXX.00 to the Landlady.  
If this does not remedy the situation, the Landlady evicts on day ten. There are no exceptions. In the event of a dispute over late charges or returned check charges, the Tenant will be responsible for his own legal fees or court costs.  
Waivers: No forbearance or failure by Landlady to enforce any provision of this Document after default or breach by Tenant shall be deemed as a waiver of any part of this Document by the Landlady or sublate the Landlady's right subsequently to enforce any and all provisions of this Document upon any other or further default or breach on the part of the Tenant.  
All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of the Landlady, whether said rights or remedies are herein referred to or not. The obligation of the Tenant to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession or institution of any legal action against the Tenant. The acceptance of any rents or other sums due shall not be construed as a waiver of any default or breach by the Tenant, nor shall such acceptance reinstate, continue or extend the term of this Document or affect any notice, demand or suit in connection with such Document. No payment by the Tenant or receipt by the Landlady of an amount less than the total rent and charges due shall be deemed to be other than a partial account of the rent and charges due nor shall any endorsement on any check

nor any letter accompanying such partial payment be deemed an accord and satisfaction, and the Landlady may accept such partial payment without prejudice to the Landlady's right to collect the balance of rent and charges due.

7. RETURNED CHECK CHARGES: A charge of \$50 shall be paid by tenant for any check that is returned unpaid. After such an occurrence, Tenant must secure a cashiers check for payment of rent.
8. KEYS: Tenant will be given one set of keys to the premises. For replacement of lost keys, the Tenant will pay for the additional key to be made, plus a \$40 fee to the Landlady. The Landlady advises that you use your single key to get two copies made immediately.
9. LOCKS: Tenant agrees not to alter, replace, or add locks or bolts or install any other attachments to doors or windows without first obtaining the Landlady's written permission.  
Having obtained written permission, Tenant agrees to pay for these changes and to provide the Landlady with one key to each new lock.
10. LOCKOUT: If Tenant becomes locked out of the premises, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense. The Landlady advises that you use your single key to get an extra copy made immediately upon renting the premises. CHECK THAT THEY WORK and assign them to safe places.
11. PARKING: Parking is not provided. Landlady is not responsible for, nor does the Landlady assume any liability damage to tenant or visitor's cars parked on the property. Cars may be parked on the street. (OR, if parking is provided, simply remove the line that it isn't provided. Describe or otherwise indicate the parking area that is available to the tenant.)
12. UTILITIES, APPLIANCES, AND OTHER ITEMS: Utilities shall be paid by the party indicated on the following chart:

| Landlady      |       | Tenant |
|---------------|-------|--------|
| Electricity   | _____ | x_____ |
| Other (cable) | _____ | x_____ |

Appliances furnished to Tenant by Landlady:

|                           | YES    | NO     |
|---------------------------|--------|--------|
| Refrigerator              | x_____ | _____  |
| Stove                     | x_____ | _____  |
| Dishwasher                | _____  | x_____ |
| Clothes washer            | _____  | x_____ |
| Clothes dryer             | _____  | x_____ |
| Heat pump/air conditioner | _____  | x_____ |

The appliances are in good working order upon move-in and must be in good working order upon move-out and before return of security. Failure to maintain these appliances in good working order will generate a report of unfavorable performance (see article 25.)

The Landlady has a record of model and serial numbers of the appliances. Appliances may not be replaced without obtaining the Landlady's permission, or removed without the opportunity for the Landlady to have an appliance repaired.

13. DANGEROUS MATERIALS: Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

When a gas stove is provided, it will not be used to heat the apartment. Sufficient heat is provided.

14. USE OF PROPERTY, OCCUPANTS, AND GUESTS: Tenants shall use and live in the subject property as a private single family residence only. The property shall be occupied only by those Tenants listed in item one (1): PARTIES, of this Lease Document, and the additional parties named on the application.

Additional tenants moved-in at any time after the lease is signed will be only at the written consent of the Landlady, following the usual credit and background check. Undisclosed move-ins will result in voiding the Lease and all Tenants will be evicted. Write in the name of the possible move-in, if you know it:

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15. **SUBLEASING:** Tenant shall not assign this Document or sublet the dwelling unit to any other parties. Assignment may be granted only in writing, only by the Landlady or her heirs. Roommates permitted to live on the premises with the Landlady's written statement are jointly and severally liable for the rent and for any damages and to abide by the articles set down in this lease Document. Roommates do not gain the right to assign or sublet any part of the space without written permission of the Landlady.

16. **INSPECTION BY LANDLADY:** The Tenant agrees to allow Landlady to enter the subject premises in order to be assured of the premises good repair, to make necessary or agreed-upon repairs, inspections, alterations, or improvements, supply necessary or agreed-upon services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. The Landlady may enter the dwelling unit without consent of Tenant in case of emergency.

Landlady reserves the right to determine when the dwelling will be painted unless there is any law to the contrary. (Many municipalities determine a schedule to be followed by property management.)

17. **PERSONAL INJURY AND PROPERTY DAMAGE:** Subject to standards required by law, neither Landlady nor its principal shall be liable to Tenant, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the designated rental property or on the property with or without permission of Landlady; nor shall Landlady be liable for damages or losses from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever, nor shall Landlady be liable for loss or damages resulting from failure, interruption, or malfunctions in the utilities provided to Tenant under this Lease Document; nor shall Landlady be liable for injuries elsewhere on the premises.

Landlady has obtained insurance to cover the building. Landlady is not responsible for and will not provide fire or casualty insurance for the tenant's personal property.

In further consideration of this Document, Tenant agrees that, subject to standards required by law, Tenant has inspected the premises and binds himself to hold Landlady harmless against any and all claims for damages arising from those who sustain injuries upon the above-leased premises and the adjoining premises owned by the Landlady during the term of this lease, or any extension thereof.

In further consideration of this Document, Tenant agrees that Tenant binds himself to hold Landlady harmless against any and all claims for damages arising from the behavior of uncontrolled pets on or off of the above-leased premises during the term of this lease, or any extension thereof.

18. **IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER, OR ACT OF GOD:** Tenant shall notify Landlady immediately of malfunction of equipment, damage by fire, water, or act of God and Landlady shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlady to be damaged so much as to be unfit for occupancy, or if the Landlady decides not to repair or restore the building this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.

19. TENANT'S DUTY TO MAINTAIN PREMISES: Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. All refuse shall be, in a timely manner, removed from the premises and placed outside in receptacles with lids that fit. Lavatories, sinks, toilets, and all water and plumbing apparatuses shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, sanitary napkins, paper towels, kitty litter, ashes or other foreign substances shall not be thrown therein. Any damage to such apparatuses, and the cost of clearing plumbing resulting from misuse shall be the sole financial responsibility of, and will be borne by, the Tenant. Refusal to pay for such damages will result in eviction.

If damage to the dwelling unit other than normal wear and tear is caused by acts of negligence of Tenant or others occupying the premises under his/her control, Landlady may cause such repairs to be made, and Tenant shall be liable to Landlady for any reasonable expense thereby incurred by Landlady.

20. ALTERATIONS: No permanent alteration, addition, or improvements shall be made by Tenant in or to the dwelling unit without the prior consent of the Landlady. Such consent shall be totally at Landlady's option.

21. NOISE: Tenant agrees not to allow on the premises any excessive noise, or other activity, which disturbs the peace and quiet of the neighbors. Such behavior will make it unlikely the lease will be renewed and may result in a call for law enforcement.

In particular, drivers of cars or trucks with big speakers should turn them off before entering the residential street. The same cars or trucks should not be the Tenants outdoor music venue, subjecting neighbors to the Tenant's choice of music on off hours and weekends.

22. AUTOMOBILES: Tenant agrees to shut off automobiles parked on his property for longer than five minutes at a time, whether his own auto or a visitor's auto.

23. GARBAGE PICKUP: Sanitation is provided by the City, paid for with property taxes, and the Landlady is not responsible to provide any other sanitation services for the Tenants. (OR, Garbage pickup or weekly disposal of garbage and recyclables is the sole responsibility of Tenant. Landlady is not responsible to provide any sanitation services for the Tenants. Garbage may not be stored in outbuildings or garages, but must be kept in garbage cans with fitted lids.

24. PEST CONTROL: Property will be sprayed periodically to control insect infestation. (OR, Property and grounds must be maintained in a condition that does not encourage pest infestations.

25. PETS: Tenants may have agreed-upon pets on the premises, but Landlady should be notified of any pets added to the family after tenancy has begun. Any damages pets do to person or property on or off the Landlady's premises with or without the permission of the Tenant will be paid by the Tenants, even if discovered after they vacate the premises.

In the event of a dispute over damages, the Tenant will be responsible for all legal fees or court costs the Landlady incurs. (OR, No pets are allowed.)

26. TERMINATION—ALL TENANTS PLEASE TAKE NOTICE! At least thirty (30) days prior to the termination date of this Lease Document, Tenant must give Landlady **written** notice of his intent to vacate the subject premises. Failure of Tenant to give Landlady said notice of intent to vacate the subject premises will cause the Landlady to treat tenant as a holdover in accordance with item twenty-seven (27), HOLDOVER, of this Lease Document, no matter if Tenant continues to occupy the premises or not.

During the last fourteen days of this lease, the Landlady shall have the privilege of displaying the usual "for rent" or "vacancy" or "for sale" sign on the premises, and of showing the property to prospective tenants or buyers. No one will be brought onto the property without 24 hours notice to the current Tenant.

Upon proper termination or expiration of this Document, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises as clean as he found them. In the event of a dispute, the Tenant will be responsible for all legal fees or court costs the Landlady incurs.

Unfavorable performance reports will be made available to future Landladys, banks, mortgage companies and other inquiring creditors who the residents may want to do business with in the future, including reporting debts and damages to all three credit bureaus.

27. **HOLDOVER:** If Tenant holds over upon termination or expiration of this Document **and** the Landlady accepts Tenant's tender of the monthly rent provided by this Document, this Document shall continue to be binding on the Parties as a month-to-month agreement under the same Terms and Conditions as herein contained.
28. **ATTORNEY'S FEES:** Violation or default in the performance of any of the terms, covenants, agreements or conditions contained in this Document and Landlady places the enforcement of this Document, or any part thereof, or the collection of any rent or any other charges due, or to become due hereunder or recovery of the possession of the Premises in the hand of an attorney, or files suit upon same, it is agreed that the Lessee shall pay all costs of such action or cost of collection of damages, including reasonable attorneys' fees, as a result of Tenant's breach of this Document.

Be assured of the Landlady's intention to enforce this item.

29. **NOTICES:** All notices provided for by this Document shall be in writing and shall be given to the other party as follows: to Tenant, at the premises or by mail to the Post Office box number to be provided to the Landlady within the month of moving into the premises; to My Name, Address.
30. **MAINTENANCE REQUESTS:** Except in emergencies, all requests for maintenance should be made in writing to the same address. (Although I breezily accept phone calls, responding to maintenance sooner rather than later.)

When I'm traveling, I give all the tenants this message by mail and by phone:

In case of emergency, the phone number is XXX-XXX-XXXX in (state) and XXX.XXX.XXXX in (state). The Tenant will be advised of the Landlady's location changes.

31. **AVAILABILITY:** In further consideration of this Document, Tenant agrees that Tenant binds himself to maintain a phone number that makes contact reasonably easy for the Landlady. Cell phones must have minutes. Land lines must be maintained. And in case of failure for either of these agreements to be maintained, a relative's name and phone number must be provided at the end of this document. This provision will be checked occasionally.
32. **ABSENCE OR ABANDONMENT:** The Tenant must notify the Landlady of any absence from the premises in excess of seven (7) days or of any persons requested to stay during their absence for any purpose whatsoever. Notice shall be given on or before the first day of any extended absence that does not require another party to be in the rental. If any person is required to be there during the Tenant's absence, the Landlady must be notified in advance by thirty days and this person must submit to a background check, all information to do the check and the fee for said check paid at the time of advance notice.

The Tenant's unexplained and/or extended absence from the premises for five (5) days or more past the due date for rental payment, without payment of rent as due, shall be prima facie evidence of abandonment. The Landlady is then expressly authorized to enter, remove, and store all personal items belonging to the Tenant. If Tenant does not claim said personal property within an additional thirty (30) days, and pay for storage, Landlady may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorneys' fees. Any unclaimed balance held by the Landlady for a period of three (3) months shall be forfeited to the Landlady.

If the person admitted to the rental is still in evidence, they agree to remove to their own home immediately upon the date when rental payment is five days past due. Any animals left in the rental will be remanded to the animal control officer. And the Tenant agrees to this in advance, upon signing of this lease Document.

33. **TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR:** Landlady shall terminate this Lease Document within three (3) days from the date written notice is delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others. (Different states require varying time periods to elapse between notices and other steps toward eviction. Be sure you're aware of the regulations.)
34. **BREACH OF LEASE:** If there is any other material noncompliance of the Lease Document by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlady may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach, and that the Lease Document will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Document shall terminate as provided in the notice subject to the following: If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.
- If the same act or omission that constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlady may terminate the Lease Document upon at least fourteen (14) days written notice specifying the breach and the date of termination of the lease Document.
35. **RULES AND REGULATIONS:** Tenant has read and agrees to abide by all Rules and Regulations stated herein by the Landlady as they presently exist and as they may be amended in writing at Landlady's sole discretion. Said Rules and Regulations are incorporated by reference to the articles herein.
36. **ALTERATION OR CHANGE IN THIS AGREEMENT:** It is expressly understood by Landlady and Tenant that the Terms and Conditions written herein cannot be changed or modified, except in writing. Tenant understands that neither Tenant nor Landlady or any of Landlady's agents have the authority to modify this Lease Document except with a written instrument signed by **all** parties.
37. **APPLICATION:** Tenant's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlady shall, at the option of the Landlady, void this Lease Document. Any parties moved into the property without the Landlady's written consent and agreement to assign the lease Document to the new tenant may be evicted by written demand of the Landlady, and the original tenant agrees to this stipulation. Original tenant agrees to take financial responsibility for tenants brought in without written consent of the Landlady.
38. **SAVINGS CLAUSE:** If any provision of this Lease is determined to be in conflict with the law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Lease, which can be given effect without the void provision, and to this end the provisions of the Lease are severable.
39. **TENANTS ARE RESPONSIBLE FOR THEIR OWN SECURITY:** Tenant hereby states that he has inspected the subject premises and determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlady is under no obligation or duty to inspect, test or repair smoke detectors during Tenant's occupancy. Further, Tenant acknowledges that Landlady is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlady has received written notice of disrepair of the device.

Tenant further acknowledges that neither Landlady nor her agents or representatives guarantee, warrant, or assume the personal security of the Tenant.

Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses.

In this regard, Tenant recognizes that any of Landlady's efforts are voluntary and not obligatory.

40. ALL REFERENCES TO Tenant or Lessee herein shall include and mean all occupants of the address as set forth in the Application. No other tenants may be substituted for the original signer of the lease Document. The term Landlady or Landlady refers to the owner of the rental property. The provisions of this Document shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

Wherefore, we the undersigned do hereby execute and agree to this Lease Document,  
\_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_

LANDLADY

\_\_\_\_\_

1<sup>st</sup> TENANT

\_\_\_\_\_

1<sup>st</sup> TENANT S.S.#

\_\_\_\_\_

1<sup>st</sup> TENANT Driver's Lic. .#

\_\_\_\_\_

2<sup>nd</sup> TENANT

\_\_\_\_\_

2<sup>nd</sup> TENANT S.S.#

\_\_\_\_\_

2<sup>nd</sup> TENANT Driver's Lic. .#

NAME, ADDRESS AND PHONE NUMBER OF NEAREST RELATIVE OF ADULT  
TENANTS AS EMERGENCY CONTACT:

\_\_\_\_\_

\_\_\_\_\_

Relationship:

\_\_\_\_\_

\_\_\_\_\_

Relationship:

## THE FINAL PAGE OF THE LEASE

Take note: I set up my line spacing or font size to make the signature lines for landlord and tenant share the page with the end of the lease with a partial sentence at the top of the page:

acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.

Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement, this DAY of MONTH, YEAR.

LANDLORD

1<sup>st</sup> TENANT

1<sup>st</sup> TENANT S.S.#

1<sup>st</sup> TENANT Driver's Lic. .#

2<sup>nd</sup> TENANT

2<sup>nd</sup> TENANT S.S.#

2<sup>nd</sup> TENANT Driver's Lic. .#

If the signature page gets lost, I want it to be obvious the lease is not complete without that page.

MOVE IN FORM

Please remark good, clean, works fine, brand new, drips, leaks, stained, chipped, cracked, dented, dirty, moldy, not working, broken, smells, wet, REPLACED.

**Kitchen:**

Windows/Door/Screens: \_\_\_\_\_  
Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_  
Light Fixtures: \_\_\_\_\_ Counter: \_\_\_\_\_  
Cabinets: \_\_\_\_\_ Oven/Stovetop: \_\_\_\_\_  
Fridge: \_\_\_\_\_ Sink: \_\_\_\_\_ Dishwasher: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Baths:**

**One:**

Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Sink: \_\_\_\_\_ Cabinets: \_\_\_\_\_ Tub/Shower: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Two:**

Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Sink: \_\_\_\_\_ Cabinets: \_\_\_\_\_ Tub/Shower: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Other rooms:**

Windows/Door/Screens: \_\_\_\_\_  
Floors/Carpet: \_\_\_\_\_  
Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Furnishings (if ny): \_\_\_\_\_

New tenant: \_\_\_\_\_ Move in date: \_\_\_\_\_

Address: \_\_\_\_\_

Tenant (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Landlady (signature): \_\_\_\_\_ Date: \_\_\_\_\_

MOVE OUT FORM

Remarks: good, clean, works fine, brand new, drips, leaks, stained, chipped, cracked, dented, dirty, moldy, not working, broken, smells, wet, REPLACED.

**Kitchen:**

Windows/Door/Screens: \_\_\_\_\_  
Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Counter: \_\_\_\_\_ Cabinets: \_\_\_\_\_ Oven/Stovetop: \_\_\_\_\_  
Fridge: \_\_\_\_\_ Sink: \_\_\_\_\_ Dishwasher: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Baths:**

**One:**

Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Sink: \_\_\_\_\_ Cabinets: \_\_\_\_\_ Tub/Shower: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Two:**

Floor: \_\_\_\_\_ Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Sink: \_\_\_\_\_ Cabinets: \_\_\_\_\_ Tub/Shower: \_\_\_\_\_  
Plumbing: \_\_\_\_\_ Other: \_\_\_\_\_

**Other rooms:**

Windows/Door/Screens: \_\_\_\_\_  
Floors/Carpet: \_\_\_\_\_  
Walls/Ceiling: \_\_\_\_\_ Light Fixtures: \_\_\_\_\_  
Furnishings (if any): \_\_\_\_\_

Exiting tenant: \_\_\_\_\_ Move out date: \_\_\_\_\_

Address: \_\_\_\_\_

Tenant (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Landlady (signature): \_\_\_\_\_ Date: \_\_\_\_\_

## REPAIR FORM

Appt: \_\_\_\_\_ date and time \_\_\_\_\_

Address requiring repair: \_\_\_\_\_

Tenant living there: \_\_\_ This is the place to put the name of the person who is supposed to be there to let him in. Also mention if they have a big dog, or prefer for people to go to the side door, or remind our handyman they don't speak English. Anything that smoothes this interaction; I always tell the handyman to use my name, "Audrey sent me." \_\_\_\_\_

Their phone: \_\_\_\_\_ My phone: \_\_\_\_\_

Kind of work that needs to be done: \_\_\_\_\_

What you found: \_\_\_\_\_

\_\_\_\_\_

What you fixed: \_\_\_\_\_

\_\_\_\_\_

How long did it take? \_\_\_\_\_ Charge: \_\_\_\_\_

Unable to complete because: \_\_\_\_\_

\_\_\_\_\_

Also noticed: \_\_\_\_\_

\_\_\_\_\_

Handyman signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_

AGREEMENT TO LET A TENANT MAKE AN ALTERATION

Regarding \_\_\_tenant\_\_\_'s request to \_\_\_describe the proposed alteration\_\_\_ to \_\_\_address\_\_\_.

Tenant may \_\_\_ using the materials and method following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional security deposit required:\$\_\_\_\_\_

The alterations become the Landlady's property and cannot be removed at end of tenancy \_\_\_\_\_ or must be removed at end of tenancy and premises restored to the original condition \_\_\_\_\_. Any failure to comply with this stipulation will be remedied by the security deposit related to this alteration and any overage made up with the original security deposit.

Landlady will reimburse Tenant for only the materials and labor listed: labor \_\_\_number of hours\_\_\_

Materials enumerated above at the cost of \$\_\_\_\_\_ to be paid by check, not as a reduction in rent. Rent will still be paid in full.

may not \_\_\_ make the desired alteration.

Reason why not:\_\_\_\_\_  
\_\_\_\_\_

Landlady (signature):\_\_\_\_\_

Tenant(signature): \_\_\_\_\_

## Consent to Assignment of Lease

\_\_\_\_ Landlady \_\_\_\_ agrees to allow \_\_\_\_ Tenant \_\_\_\_ to assign the remaining months of tenancy under the lease Document for \_\_\_\_ address \_\_\_\_.

If the assignee fails to pay the rent and follow the terms of the tenancy, as described in the lease Document, the Tenant agrees to pay the rent within a week of notification by the Landlady, and accepts responsibility for damages beyond normal use of the premises upon report and documentation of those damages.

\_\_\_\_ Assignee \_\_\_\_ accepts the assignment of the lease Document for the period of \_\_\_\_ effective date \_\_\_\_ to \_\_\_\_ end date of the lease \_\_\_\_.

\_\_\_\_ Assignee \_\_\_\_ accepts and agrees to abide by the terms and conditions of the lease Document originally written for \_\_\_\_ Tenant \_\_\_\_.

\_\_\_\_ Assignee \_\_\_\_ accepts responsibility for damages beyond normal use of the premises.

Tenant (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Assignee (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Landlady (signature): \_\_\_\_\_ Date: \_\_\_\_\_