

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (if no agency relationship insert "NONE"):

LISTING AGENT: _____ N/A _____ is the agent of (check one):

the Owner exclusively; or both the Tenant and the Owner.

LEASING AGENT: _____ Modoco, LLC _____ (if not the same as the Listing Agent) is the agent of (check one):

the Tenant exclusively; or the Owner exclusively; or both the Tenant and the Owner.

Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form which may be required by law.

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of \$ _____ (_____ dollars), evidenced by _____ as a deposit. Upon acceptance of this Agreement, the Owner of the premises, will apply the deposit as follows:

| | TOTAL | RECEIVED | BALANCE DUE PRIOR TO OCCUPANCY |
|--|----------|----------|--------------------------------|
| Rent for the period from _____ to _____ | \$ _____ | \$ _____ | \$ _____ |
| Security deposit (not applicable toward last month's rent) | \$ _____ | \$ _____ | \$ _____ |
| Other _____ | \$ _____ | \$ _____ | \$ _____ |
| TOTAL | \$ _____ | \$ _____ | \$ _____ |

In the event this Agreement is not accepted by the Owner, **within _____ days**, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of _____ County of _____, State of _____ commonly known as _____,

upon the following **terms and conditions**:

- 1. TERM.** The term will commence on _____ and continue (**check one of the two following alternatives**):
 LEASE until _____, for a total rent of \$ _____ (_____ dollars).
 RENTAL on a month-to-month basis, until either party terminates this Agreement by giving the other party **30 days written notice**.
- 2. RENT.** Rent will be \$ _____, per month, payable in advance by personal check, cashier's check, cash or money order, on the _____ day of each calendar month to Owner or his or her authorized agent, by mail or personal delivery to the following address: _____
or at such other place as may be designated by Owner in writing from time to time. Payment by personal delivery may be made (check one): Monday through Friday, 9:00 a.m. to 5:00 p.m., or at the following times: _____
_____. In the event rent is not received by Owner in full **within _____ days** after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a **late charge** of \$ _____. Tenant further agrees to pay \$ _____ for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is **not** a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- 3. MULTIPLE OCCUPANCY.** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
- 4. UTILITIES.** Tenant will be responsible for the payment of all utilities and services, except: _____, which will be paid by Owner.
- 5. USE.** The premises will be used exclusively as a residence for no more than _____ persons. Guests staying more than a total of _____ days in a calendar year without written consent of Owner will constitute a violation of this Agreement. Tenant shall park operable automobiles in assigned spaces only. Trailers, boats, campers, and inoperable vehicles are not allowed without the written consent of Owner. Tenant may not repair motor vehicles on the leased premises.
- 6. ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except _____.
- 7. RULES AND REGULATIONS.** In the event that the premises is a portion of a building containing more than one unit, or is located in a common interest development, Tenant agrees to abide by all applicable rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will pay any penalties, including attorney fees, imposed by homeowners' association for violations by tenant or tenant's guests.
- 8. ORDINANCES AND STATUTES.** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.

Tenant [_____] [_____] has read this page.

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Property Address _____

- 9. ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
- 10. MAINTENANCE, REPAIRS, OR ALTERATIONS.** Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, including all electrical, gas and plumbing fixtures, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements, caused by Tenant's negligence and that of the tenant's family, invitees, and guests, except ordinary wear and tear. Verification of the working order and the maintenance of the smoke detector is the responsibility of the Tenant. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. **It is understood that Owner's insurance does not cover Tenant's personal property.**
- 11. INVENTORY.** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Tenant acknowledges receipt of _____ sets of keys, _____ garage door openers, other: _____.
- 12. DAMAGES TO PREMISES.** If the premises are damaged by fire or from any other cause which renders the premises untenantable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.
- 13. ENTRY AND INSPECTION.** Owner and owner's agent will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.
- 14. INDEMNIFICATION.** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.
- 15. PHYSICAL POSSESSION.** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered **within _____ days** of the commencement of the term in Item 1.
- 16. DEFAULT.** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than **three (3) days (or longer if required by local law) written notice** of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.
- In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
- 17. SECURITY.** The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining will be returned to Tenant, together with an accounting of any disbursements, **no later than 30 days** after termination or earlier if required by law. Tenant will not have the right to apply the security deposit in payment of the last month's rent. No interest will be paid to Tenant on account of the security deposit, unless required by local ordinance.

Tenant [_____] [_____] has read this page.

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Property Address _____

- 18. **WAIVER.** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.
- 19. **NOTICES.** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant at the premises or to Owner or Owner's authorized agent at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
- 20. **HOLDING OVER.** Any holding over after expiration of this Agreement, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$_____ payable in advance and otherwise subject to the terms of this Agreement and local ordinance, as applicable, until either party terminates the tenancy by giving the other party written notice as required by law.
- 21. **TIME.** Time is of the essence of this Agreement.
- 22. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between Tenant and Owner arising out of the execution of this Agreement, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).
- 23. **SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.
- 24. **FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

25. **ADDITIONAL TERMS AND CONDITIONS.**

26. This unit is subject to rent control and the agency responsible to adjudicate claims is: _____

27. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following addenda, if checked, have been made a part of this Agreement before the parties' execution:

- Addendum _____ : Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)
- Addendum _____ : Regarding Mold Contamination and Agreement to Maintain Premises
- Addendum _____ : _____
- Addendum _____ : _____

NOTICE: Some states require that residential leases contain language which notifies the parties as to how to access the convicted sex offenders data base ("Megan's Law"). If such a notice is required, an appropriate addendum should be attached to this form.

Tenant [_____] [_____] has read this page.

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Property Address _____

The Tenant hereby acknowledges receipt of a copy of this Agreement.

Tenant _____
(Signature)

Tenant _____
(Signature)

(Please Print Name)

(Please Print Name)

Date _____ Telephone _____

Date _____ Telephone _____

Address _____

Address _____

Owner _____
(Signature of Owner or Authorized Agent)

Date _____ Telephone _____

Modoco LLC by Richard Ken
(Please Print Name)

Address _____

COMMISSION AGREEMENT ON LEASE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Owner agrees to pay to _____, the Broker in this transaction, compensation equal to \$_____ for services rendered. Owner authorizes Broker to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner will pay to Broker an additional commission of _____% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Owner _____
Modoco LLC by Richard Ken

Date _____

COMMISSION AGREEMENT ON SALE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

If a sale or exchange of the real property subject to this lease is made to the Tenant or any member of Tenant's family during the term of the lease or any extension of the term or **within 180 days after termination of occupancy**, Owner agrees to pay Broker named above a commission of _____% of the sale price or exchange value. This Agreement will not limit any other rights of the Broker provided for in any listing or other agreement which may be in effect between Owner and Broker.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Owner _____
Modoco LLC by Richard Ken

Date _____

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