

Legal Note: The Documents here are provided for your information and that of your immediate family only. You are not permitted to copy any document provided to you. Each of these Documents provided are intended as general assistance in simple legal matters only. No document is intended to be used for any item, transaction, or other matter, where the total value of the item, transaction or matter is worth more than \$ 5,000.00. You are not authorized to use any document for any transaction which is in excess of \$ 5,000.00 in value or is not a simple matter. As a guideline to the meaning of simple, consider the following: if you can complete the document without any questions, it is likely a simple matter. However, if you need to ask any questions, you should consult with your Plan attorney. Do not speculate about completion of the blanks in this matter.

The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

Instructions for Blank Residential Rental Agreement. The following numbered instructions match the numbers under the blanks in the form:

- (1) Enter the date the rental agreement begins.
- (2) Enter the duration of the agreement. If the agreement is from month-to-month, enter “month-to-month” in this blank. If the duration is from a particular date to another particular date, enter the exact dates and times of day that the agreement begins and ends.
- (3) Enter the full name(s) of the landlord(s). Explain what happens if one of the renters dies before the agreement ends.
- (4) Enter the full name(s) of the renter(s). Explain what happens if one of the renters dies before the agreement ends.
- (5) Describe the property being rented. Include a list of any furniture or other personal property the landlord is renting. If this space is not large enough for all the furniture or property, put “See Exhibit A” in this blank, and attach a page to the rental agreement, which lists all the personal property. Label the page “Exhibit A” by entering that at the top or bottom of the page. The landlord and renter should sign and date the exhibit.

For a house or land, the description should include the address of the house or land and the legal description of the property if possible. You can obtain the legal description from the landlord’s deed to the property. If the space provided is not large enough for the legal description, attach an “Exhibit A” (or B, C, D, etc...) with the legal description on it. Have both parties sign and date the exhibit.

Staple all exhibits to the rental agreement.

- (6) Enter the total amount of the rent for the entire agreement in words, and then in numbers within the parentheses. After describing the total rent, describe the amounts of any monthly or other regular payments, including when regular payments are due.
- (7) Enter the address where the renter should pay rent.
- (8) Enter the number of adults allowed to occupy the property.
- (9) Enter the number of children allowed to occupy the property.
- (10) Enter the number of pets allowed to occupy the property. If no pets are allowed, put “none” in this blank.
- (11) Enter the type of pets allowed, if applicable.
- (12) Describe the requirements for termination of the agreement. Your state may have special requirements for notices of termination.
- (13) Explain who is responsible for paying each utility. Explain who is responsible for making and paying for repairs.
- (14) Enter the name(s) of the owner(s) of the rental property.
- (15) Enter the address (es) of the owner(s).
- (16) Enter the telephone number(s) of the owner(s).
- (17) Enter the address where the renter should send notices to the landlord.
- (18) Enter the name(s) of the manager(s) of the rental property. If the manager(s) is (are) the landlord(s), put the name(s) of the landlord(s) here.
- (19) Enter the address (es) of the manager(s). If the manager(s) is (are) the landlord(s), put the address (es) of the landlord(s) here.

- (20) Enter the telephone number(s) of the manager(s). If the manager(s) is (are) the landlord(s), put the telephone number(s) of the landlord(s) here.
- (21) Enter a telephone number the renter can call in case of an emergency.
- (22) Enter the correct mailing address of the renter.
- (23) Enter the provisions for a security deposit, if there are any. If there are none, enter "none" in this blank. Your state may have specific guidelines regarding security deposits.
- (24) Enter any additional provisions of the rental agreement. If there are none, put "none" in this blank.
- (25) Enter the date that the parties sign the two original rental agreements.
- (26) Enter the address where the agreements are signed.
- (27) The landlord(s) should sign their full name(s) on both originals on these lines.
- (28) The renter(s) should sign their full name(s) on both originals on these lines.

After the rental agreement is completed, signed, and dated, and the exhibits attached (if any), the landlord should keep one original rental agreement, and the renter should keep the other.

Residential Rental Agreement

1. **Duration.** This rental agreement begins at 12:01 A.M. on _____ (1)

_____ and continues as follows: _____ (2)

_____.

2. **Parties.** This agreement is between _____ (3)

_____.

referred to as "landlord," and _____ (4)

_____.

referred to as "renter." Even if there is more than one landlord or renter, the parties will be referred to in the singular.

3. **Description.** Landlord agrees to rent to renter, and renter agrees to rent from landlord, the residence described as _____ (5)

_____.

4. **Rent.** The total amount of the rent for this rental agreement shall be _____

_____ (6)
_____ (\$ _____),

payable as follows: _____ (6)

_____.

Rent is payable to the landlord at _____
(7)

5. **Liens and encumbrances.** Renter agrees not to allow any liens or encumbrances to attach to the property during the term of this agreement.
6. **Occupants and pets.** No more than _____ adults, and _____
(8) (9)
children shall occupy the property. No more than _____
(10) (11)
_____ shall occupy the property as pets. The renter shall use the rented property as a residence only.
7. **Violation of laws.** Renter shall not violate any city ordinance, state law, or other law in or about the property.
8. **Subletting.** Any attempt by renter to sublet, assign, or in any way transfer the property, any part of the property, or the renter's rights in this agreement without the landlord's prior written consent is void.
9. **Termination.** Either party may terminate this agreement as follows: _____

(12)

If, however, either party breaches any provision of this agreement, the non-breaching party shall have all the rights allowed by state law, including the right to terminate this rental agreement if allowed by state law, and pursue any remedies allowed by law. Upon termination of this tenancy, the renter agrees to promptly and peacefully surrender the premises to landlord.

10. **Maintenance.** Renter shall maintain the property in a clean and sanitary condition at all times. Renter shall not do anything on the property that will make voidable, or increase the premium for, landlord's insurance on the property. Renter shall not make any alterations to the property or change the locks on the property without the prior written consent of the landlord. At the

termination of the tenancy, renter shall surrender the property to landlord in as good a condition as when received, except for ordinary wear and tear.

11. **Representations and utilities.** Landlord represents to renter that landlord Owns the property being rented and has the right to rent this property to renter. Landlord also represents that renter shall have the quiet enjoyment of the property during the period of this rental agreement, and that the property is habitable. Landlord further agrees to supply utilities capable of producing hot and cold running water and adequate heating for the property. The parties will pay for utilities and repairs as follows:

(13)

_____.

12. **Liability for damages.** Renter agrees to assume all liability for, and hold landlord harmless from, all damages to people or property caused by renter, renter's family, or renter's guests on any part of the property. "Damages" includes any costs and attorney's fees that the landlord incurs in defending any lawsuit or other action.

13. **Expenses.** If either party incurs any expenses to enforce any provision of this agreement, including reasonable attorney's fees, either before or after either party begins an action in a court, the losing party in the suit or action, or the party defaulting on this agreement if there is no suit or action, shall pay the other party's expenses and reasonable attorney's fees, including attorney's fees at trial and on any appeal of any suit or action.

14. **Owner.** The owner(s) of this property is/are _____
(14)

_____,
whose address (es) is/are _____
(15)

_____,
and whose telephone number(s) is/are _____
(16)
_____.

The address to be used for sending notices to the landlord required by this agreement is _____
(17)

The manager(s) of the property is/are _____
(18)

whose address (es)
is/are _____
(19)

and whose telephone number(s) is/are _____
(20)

Renter can call the following telephone number in case of an emergency:

(21)

The address to which the landlord should send notices to the renter is _____

(22)

15. **Mortgages.** Renter agrees that this rental agreement is subordinate to all existing mortgages and other encumbrances on this property at the time of signing this rental agreement. The renter also agrees that during the term of this rental agreement the landlord may place mortgages or other encumbrances on the property, as long as they do not interfere with renter's use of the property.
16. **Access.** Renter shall allow landlord reasonable access to the rented property to inspect the property or to repair any portion of the property. Landlord must exercise this right of access reasonably, and shall not use it to harass the renter in any way. Landlord shall give the renter reasonable notice before inspecting or repairing the property.
17. **Insurance on personal property.** Renter acknowledges that landlord is not responsible for insuring any of renter's personal property.
18. **Destruction- eminent domain.** Landlord and renter agree that in the event

More than half of the property being rented is destroyed by fire or other loss, or is taken by eminent domain, this rental agreement shall become void at the option of either the landlord or the renter.

19. **Complete agreement.** This is the complete and final agreement of the parties regarding rental of the property described in this agreement. This agreement replaces any prior written or oral agreements regarding this property.

20. **Security deposit.** Landlord and renter make the following agreement Regarding a security deposit: _____

(23)

21. **Additional provisions.** _____

(24)

22. **Satisfaction with property.** Renter agrees that renter has personally inspected the property and finds it satisfactory at the time of signing this agreement. The parties agree that they have both read all the provisions contained in this agreement. The parties agree that they have not made any promises that this agreement does not contain.

23. **Execution of rental agreement.** The parties have signed two originals of this agreement on _____ at

(25)

(26)

By signing this agreement, each party acknowledges receipt of one original agreement.

Landlord (27) Renter (28)

Landlord (27) Renter (28)