



Residential Lease

Fixed Term

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between _____ (“Tenant”) and Acme Home & Land, LLC (“Landlord”). Each Tenant listed is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, the premises located at _____, (“the premises”).

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, spouses or domestic partners. Occupancy by guests for more than one month is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____ and end on _____. If Tenant vacates before the term ends without written agreement between Tenant & Landlord to cancel remainder of lease obligation, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent

Tenant will pay to Landlord a monthly rent of \$_____, (_____) due on or before the first of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day.

Form of payment

Landlord will accept payment in these forms:

personal check made payable to Acme Home & Land

cashier's check made payable to Acme Home & Land

Online payment via PayPal (+\$30 surcharge, can be arranged upon request.

money order



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Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 7th day of the month, Tenant will pay Landlord a late charge of 5% of the total monthly rent (_____) in addition to any rents owed. After the 14th of the month, if no rent has been received, eviction proceedings may be initiated. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$50.00 (Fifty dollars).

Clause 8. Security Deposit

For the lease term discussed in this document, Landlord has received the sum of \$400.00 (Four hundred) From the Tenant as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will be responsible for the setup and termination of utilities for this and tenant's future lease periods, and will pay all utility charges, elected service charges (telephone, internet, cable, etc.) and heating fuel charges. If applicable, fuel oil in tank will be measured upon transfer to tenant, and tenant is responsible for paying for fuel in tank at current purchase rates. This amount can be prorated over a period of months, or can be paid in full. Oil will be measured again upon tenant vacating the premises, whether at the end of the lease period as stated or if other arrangements are made for terminating tenancy, and if necessary, tenant will be reimbursed at current rates for fuel remaining in tank when they vacate property. Fuel oil monies will not be reimbursed if tenant is in violation of the lease agreement, owes back rent, or is being evicted.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.



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Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) perform yard/lawn maintenance in a timely manner, generally performing upkeep in accordance with the condition of the yard upon move-in (gas powered lawn mower is provided for tenant use); (3) maintain adequate heating fuel levels (in homes with oil or propane furnaces) and understand tenant will be responsible for any additional charges or equipment service caused by lack of or low fuel in tank; (4) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (5) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises. With consent and agreement, Tenant may be reimbursed for repairs or alterations performed. Agreed-upon repairs must be claimed within that rental month, and receipts must be supplied for consideration of rent reduction.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. If consent is given, tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to reasonably quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

1 (One) _____ ("Pet") is accepted in this lease agreement with _____ additional deposit. Tenant represents to Landlord that said Pet is not vicious, and has not bitten, attacked, harmed, or menaced anyone in the past. No additional pets are considered in this lease agreement. Tenant shall not keep or feed wild, stray or lost animals inside their rental unit.

Clause 15. Keys

Tenant is responsible for keys provided. There will be a \$75 charge for a lock out, or to replace a lost key.



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Clause 16. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant a minimum of 24 hours notice before entering.

Clause 17. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 30 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 18. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 19. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 20. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.



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Clause 21. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

_____	_____	_____
Date	Landlord or Landlord's Agent	Title
P.O. Box 19213, Asheville, NC 28815 (828) 298-1212		

_____	_____	_____
Date	Tenant	Phone

_____	_____	_____
Date	Tenant	Phone

Photos of current state of premises received:

_____	_____	_____
Date	Tenant Initial	Landlord Initial

Number/type of keys to be transferred:

_____	_____	_____
Key	Tenant Initial	Landlord Initial

_____	_____	_____
Key	Tenant Initial	Landlord Initial