

## RESIDENTIAL LEASE WITH OPTION TO PURCHASE

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called Lessor and \_\_\_\_\_ hereinafter called Lessee.

The Lessor, for and in consideration of the sum of \$ \_\_\_\_\_ dollars paid by the Lessee, receipt of which is hereby acknowledged, hereby leases to Lessee, his/her heirs or assignees, the premises situated in the City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_, legally described as:

(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.) Commonly known as: \_\_\_\_\_ and consisting of \_\_\_\_\_ upon the following

### **TERMS and CONDITIONS:**

**1. Personal Property:** Said lease shall include the following personal property:

\_\_\_\_\_

**2. Term:** The term hereof shall commence on \_\_\_\_\_ and continue for a period of \_\_\_\_\_ months thereafter.

**3. Rent:** Rent shall be \$ \_\_\_\_\_ per month, payable in advance, upon the first day of each calendar month to Lessor or his/her authorized agent at the following address: \_\_\_\_\_ or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a reasonable late charge of \$ \_\_\_\_\_ plus interest at \_\_\_\_\_ % per annum on the delinquent amount.

**4. Utilities:** Lessee shall be responsible for the payment of all utilities and services except which shall be paid by the Lessor.

**5. Use:** The premises shall be used as a residence and for no other purpose without prior written consent of Lessor.

**6. House Rules:** In the event that the premises are in a building containing more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

**7. Assignment And Subletting:** Lessee may assign this agreement or sublet any portion of the premises without prior written consent of the Lessor.

**8. Maintenance, Repairs, Or Alterations:** Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein, and shall surrender the same at termination thereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his/her negligence and that of his/her family, or invitees or guests. Lessee shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are part of the premises and are exclusively for use of the Lessee.

**9. Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs.

**10. Possession:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within \_\_\_\_\_ days of the commencement of the term hereof.

**11. Security/Option Consideration:** The security deposit of \$ \_\_\_\_\_ shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee.

**12. Deposit Funds:** Any returnable deposits shall be refunded within fifteen (15) days from the date possession is delivered to Lessor or his/her authorized agent.

**13. Attorney Fees:** The prevailing party shall be entitled to all costs incurred in connection with any legal action brought by either party to enforce the terms hereof or relating to the demised premises, including reasonable attorneys' fees.

**14. Notices:** Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to Lessee or at such other places as may be designated by the parties from time to time.

**15. Heirs, Assigns, Successors:** This lease and option shall include and insure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**16. Time: Time is of the essence of this agreement.** This offer shall terminate if not accepted before \_\_\_\_\_

**17. Holding Over:** Any holding over after expiration of the term of this lease, with the consent of the Lessor, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

**18. Default:** If Lessee shall fail to pay rent when due or perform any term hereof after not less than three (3) days written notice of such default given in the manner required by law, the Lessor at his/her option may terminate all rights of the Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property while in default of payment of rent, Lessor may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the lessor reasonably believes that such abandoned property has no value, it may be discarded.

**19. Option:** Lessee shall have the option to purchase the leased premises described herein upon the following TERMS and CONDITIONS:

a. The total purchase price shall be \_\_\_\_\_ ( \$ \_\_\_\_\_ )

b. The purchase price shall be paid as follows: \_\_\_\_\_  
\_\_\_\_\_

**20. Encumbrances:** Lessee shall take title to the property subject to: (1) Real Estate Taxes not yet due and (2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any.

**21. Examination of Title:** Lessee shall have fifteen (15) days from the date of receipt of title report to examine the title to the property and to report, in writing, any valid objections thereto. Any exceptions to the title, which would be disclosed by examination of the records, shall be deemed to have been accepted unless reported in writing within said fifteen (15) days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his/her own expense within sixty (60) days thereafter. But if such exceptions cannot be removed within the sixty (60) days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end unless he/she elects to purchase the property subject to such exceptions.

**22. Evidence Of Title:** Lessor shall provide evidence of Title in the form of a policy of title insurance at Lessor's expense.

**23. Bill Of Sale:** The personal property identified in paragraph shall be conveyed by bill of sale.

**24. Closing:** Closing shall be within \_\_\_\_\_ days from exercise of the option unless otherwise extended by other terms of this agreement.

**25. Prorations:** Tax and insurance escrow account, if any, to be transferred intact to Lessee with no prorations. Interest and other expenses of the property to be prorated as of the date of closing. Unpaid real estate taxes, security deposits, advance rentals, or considerations involving future lease credits shall be credited to the Lessee.

**26. Expiration Of Option:** This option may be exercised at any time prior to its expiration at midnight \_\_\_\_\_ Upon expiration, Lessor shall be released from all obligations hereunder and all of Lessee's rights hereunder, legal or equitable, shall cease.

**27. Exercise Of Option:** The option shall be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this option. Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessor at the address set forth below, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event the option is exercised, \_\_\_\_\_ percent of the rent paid hereunder, as well as any security deposit paid, prior to the exercise of the option shall be credited upon the purchase price.

**28. Right To Sell:** Lessor warrants to Lessee that Lessor is the legal owner of the leased premises and has the legal right to sell leased premises under the terms and conditions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

_____ LESSEE	_____ LESSOR
_____ LESSEE	_____ LESSOR
_____ ADDRESS	_____ ADDRESS
_____	_____