**LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2010, by and between the Lessor and the Lessee.

**Term**

Lessor leases to Lessee and Lessee leases from Lessor the described premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ year(s), such term beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ending at 12 o’clock midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Rent**

The total rent for the term hereof is the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_) payable on the \_\_\_\_\_\_ day of each month of the term. All such payments shall be made to Lessor at Lessor’s address on or before the due date and without demand.

**Damage Deposit**

Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

**Use of Premises**

The Premises shall be used and occupied by Lessee and Lessee’s immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee’s immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor’s written consent to such use.

**Condition of Premises**

Lessee stipulates, represents, and warrants that Lessee has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and tenantable condition.

**Alterations and Improvements**

Lessee shall make no alterations to the buildings or improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

**Damage to Premises**

In the event Premises are destroyed or rendered wholly unlivable, by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.