

Name _____

Date _____

CHAPTER 12

STUDENT ACTIVITY SHEET

UNDERSTANDING A LEASE

Examine the lease agreement below, then answer the questions on the following page.

REAL ESTATE LEASE

Landlord: John Doe

Tenant: Joe Q. Public

Date: May 01, 2008

PREMISES: Landlord in consideration of the lease payments provided in this lease, leases to tenant three bedroom, two bath single family home (the "Premises") located at 114 Main Street, Lamponia, TN.

TERM: This agreement shall commence on May 01, 2008, and will terminate on May 01, 2009.

LEASE PAYMENTS: Tenant shall pay to landlord lease payments of \$850.00 payable on or before the first day of the month. Lease payments shall be made to landlord at 12652 Gazelle Street, Middleville, TN.

SECURITY DEPOSIT: At the time of signing this lease, tenant shall pay landlord in trust, a security deposit of \$850.00 to be held and disbursed for tenant damages to the premises or other defaults under this agreement (if any) as provided by law. Security deposit will be returned to tenant within 15 days after receipt of tenant's new mailing address.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to landlord on the last day of the term of this lease, unless otherwise agreed by both parties in writing. At the expiration of the term, tenant shall remove his goods and effects and yield up the premises to landlord in as good condition as when delivered to tenant, ordinary wear and tear expected.

OCCUPANTS: No more than five persons may reside on the premises unless the prior written consent of the landlord is obtained.

PETS: Pets shall not be allowed without the prior written consent of the landlord. At the time of signing this lease, tenant shall pay to landlord, in trust, a deposit of \$100.00 to be held and disbursed for pet damages to the premises (if any) as provided by law. This deposit is in addition to security deposit stated in lease.

MAINTENANCE: Landlord shall have the responsibility to maintain the premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Tenant will be responsible for: light bulbs, monthly heating and A/C filter, lawn cutting & maintenance.

UTILITIES: Tenant shall be responsible for all utilities (electric and water).

DEFAULTS: Tenant shall be in default of this lease if tenant fails to fulfill any lease obligation or term by which tenant is bound. If tenant fails to cure any financial obligation within five days after written notice of such default is provided by landlord to tenant, landlord may take possession of the premises without prejudicing landlord's right to damages. Tenant shall pay all costs, damages and expenses (including attorney fees and expenses) suffered by landlord by reason of tenant default.

ACCESS BY LANDLORD: Subject to tenant's consent, landlord shall have the right to enter the premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. In case of emergency, landlord may enter the premises without tenant's consent. During the last three months of this lease, landlord shall be allowed to display the usual "For Lease" signs and show the premises to prospective tenants.

OTHER TERMS: Tenant shall be charged \$35.00 for each check that is returned to landlord for lack of sufficient funds. For any payment that is not paid within five days after its due date, tenant shall pay a late fee of \$50.00. Tenant shall not keep or have dangerous, flammable or explosive materials that might increase the damage of fire on the premises.

1. For how long is the lease agreement binding?
2. Describe the property for rent.
3. Who is the tenant and how much will it cost to move in?
4. Does the landlord live in the same town as the rental house?
5. What is the tenant responsible for maintaining?
6. What utilities are included in the lease?
7. When will the tenant receive his security deposit back, and under what conditions?
8. What happens if the rent is paid one day late? Six days late?
9. When can the landlord access the premises?
10. Can the tenant have a dog, and, if so, what will that cost?