

The Standard English Translation "The Lease"

1. **Term:** Says the lease is **12 months** long, gives start & end dates, & that it becomes a month-to-month rental once it ends.
2. **Rent:** **\$865 per month**, due on the first day of each month. Pay it at 2816 N 26th Street. If you do not pay by the fifth, you must pay a \$50 late fee. If you are even later, you pay interest. Bad checks cost you \$25 each.
3. **Multiple Occupancy** - If more than one renter signs the lease, each one is responsible for the whole bill if the other one leaves.
4. **Utilities:** You must to keep the utilities on and you pay them all except: Irrigation Fees, Water, Trash, Sewer.
5. **Property Use:** up to two adults and two kids can live in this house. People can't "visit" for more than 21 days unless we agree.
6. **Animals:** no cats ever, other pets needs our written consent first. **For dogs, there is an extra deposit of \$325.**
7. **House Rules:** No Smoking. No illegal drugs. No waterbeds without our written consent. Don't block the driveway on the left (north) side of the house - we need to get in and out with horses, trailers, etc.
8. **Ordinances and statutes:** You agree not to break the law in this house. No use or manufacture of illegal drugs.
9. **Assignment and subletting:** You can't sublet without our written consent.
10. **Maintenance, repairs, or alterations:** This assumes the property & everything in it is in good shape. We will give you a list of "furnishings" that are in the house. If something isn't working when you move in or breaks while you live there, you need to tell us in writing within 5 days or you will be responsible for fixing it. You must take good care of the house at your own expense and have to fix anything you break. You can't paint, wallpaper, or change the property without our written consent. We irrigate the front & back lawns. You water flower boxes & flowers. You mow, pull the weeds, and take care of the plants in the yard. Don't trash the place or do other things that disturb the neighborhood.
11. **Inventory:** We will give you a list of property that is in the house when you move in and we all sign it.
12. **Damages:** If fire or other damage makes the house unlivable, either of us can end the lease by giving written notice within 15 days after the damage occurs UNLESS the damage is result of your neglect or abuse of the property. In that case, we can end the lease. If the lease is ended, you will get part of that month's rent back along with any damage deposit that isn't used. If the lease isn't ended, we will fix the house as soon as possible and deduct part of the rent for the time you couldn't live there.
13. **Entry and Inspection:** We can come in the house if there is an emergency, to fix, do work on, or to show the house; or if you skip out on the lease. We will come in monthly when the furnace is being used to change the filters. We will inspect regularly to make sure the house is in good shape. We will give you a day's notice before we come in except for emergencies.
14. **Indemnification:** We are not liable if you or anyone you have on the property gets hurt unless the injury is a directly caused by our negligence or unlawful act. You will "hold us harmless" - which means you are financial responsibility if someone gets hurt and you should obtain a renters insurance policy that covers your liability.
15. **Possession:** If we don't have the house ready for you at the start of the lease, you cannot collect damages from us. The lease is still valid but you won't have to pay rent for the time you weren't living there. If we can't have it ready for you to move in within 5 days, you can end the lease.
16. **Default:** If you don't pay the rent when it is due, we can give you notice that you are in default after three days. If you don't pay then, we can end all your rights under this lease. If you leave while you owe rent, we can dispose of anything you leave behind. If it looks like trash to us, we can throw it away. All your property at the house is subject to lien, and a court could let us sell it to pay off what you owe us. If you default, we can continue the lease and try to collect the rent from you each month or end all your rights and get a court to award us a judgment against you for the rent you owe and the cost of clearing out the house.
17. **Lease Termination:** If you need to break the lease early, during the first half of the lease you pay a penalty of three (3) months of rent. In the second half of the lease, you pay a penalty of two (2) full months of rent.
18. **Security:** \$725 You give the security deposit to assure us that you will abide by the lease. We can apply it against damages when you leave; we will return any balance to you. You **cannot** use the security deposit for your last month's rent.
19. **Deposit refund:** We will refund the balance of your deposit to you within two weeks after you move out along with a statement showing any expenses that were deducted.
20. **Attorney's fees:** If either of us takes the other to court about the lease, the loser pays court costs and all attorney's fees.
21. **Waiver:** If we don't enforce one term of this lease, it doesn't give you the right to break any other terms.
22. **Notices:** if we need to send each other notices about the lease, we have to use certified mail or personal delivery with a receipt. We will send notices to you at the house; you send notices to our house.
23. **Holding Over:** Once the lease expires, it automatically continues as a month-to-month rental agreement until either of us gives the other 30 days written notice.