

Opening Declaration – States the parties entering into the agreement, the date of the agreement, the rental address and name, and may include the lease *term* (duration).

Term – Defines the beginning and end of the rental period, the promise of availability, and can include a renewal option.

Rental Payments – States the amount, due date and rent intervals. Explains late fees, and usually includes information about the security deposit.

Security Deposit – Explains the amount, due date, reason for deposit and conditions for return of an upfront deposit paid to cover damages or unusual wear caused by the tenant that must be repaired following lease termination.

Pre-Occupancy Condition – Defines the condition the space is in prior to the rental, and may include an appliance or equipment list. Describes expectations upon lease termination.

Use – Explains the way in which the space is to be used. Describes prohibited uses and activities and potential consequences for misuse.

Sublease / Assignment – Prohibits subleasing space or changing the parties involved in the agreement. Different arrangements require prior consent by manager or landlord.

Alterations / Improvements – May prohibit any changes to the property by the tenant or might allow modifications after following an approval process, which usually includes a notification provision.

Damages and Repairs – Assigns responsibilities and repair requirements following damage to the property. The tenant is generally responsible for damage he/she caused, while the manager will be required to repair damages caused by normal wear and tear; or his neglect.

Utilities – Many leases require the tenant to be responsible for all utility charges. There may be a requirement that the tenant transfer utilities into his name within a prescribed time. Sometimes the utilities are included in the rent.

Insurance – Explains the coverage extended on the property, which usually covers the land and building in the event of theft, damage or destruction. Typically, the tenant's personal property isn't covered by the property manager or landlord. Explains that it is the tenants responsibility to obtain rental insurance to cover the tenant's personal property.

Maintenance – Explains who is responsible for performing tasks associated with maintaining the property. Items such as lawn care, trash disposal, care of hallways and common areas may be included.

Entry Rights – The landlord has a right to inspect interior areas of the building. Defines the notification requirements, which generally require a notice to the tenant of at least 24 hours (except in case of emergency).

Parking – Describes parking rights and space available for tenants. May list a monthly charge.

Default – Includes conditions which put the tenant in default of the agreement, and often specifies what

qualifies as non-payment of rent. Typically lists the procedure following a default claim.

Disturbance (Quiet Possession) – Entitles tenant to occupancy without interference from the landlord, and requires tenant to occupy without creating disturbances or offensive behavior.

Breach of Contract – Explains the conditions under which a party may be considered in breach of the agreement. May include the procedure following a claim of breach.

Performance – Explains that each party is committing to perform with a good faith effort, in accordance with applicable laws, and in the interest of safety and security of neighboring tenants. May indicate procedures in the event of non performance.

Compliance with Law – States that the conditions within the lease must be in accordance with state and local laws.

Entire Agreement – Explains that all the terms and conditions included make up an entire agreement, and additional circumstances not listed are not considered a part of the signed contract. Generally protects you from unforeseen events.

Savings Clause – States that if any of the provisions of the lease or rental agreement are found by a court of law to be unenforceable the remainder of the lease continues in full force and effect.

Termination – Describes conditions for terminating the lease, and explains what violations are grounds for immediate termination. Likely includes a procedure that will follow upon notification of termination.

Signature Parties (Signatories) – The final condition is for all interested parties to sign the agreement and indicate a date of signature.