

Residential Lease Agreement (United States)

This Lease is made between the Landlord and Tenant identified in the Parties section. It is a general U.S. starting document; state and local landlord-tenant laws, required disclosures, and mandatory forms control whenever they apply.

1. Premises and term

The Landlord leases the dwelling at _____ (the "Premises") to the Tenant for residential use. The Lease term is _____. The Parties shall record the move-in condition and any included furnishings, keys, parking rights, or common facilities in the Details, Items, or photo appendices when relevant.

The Landlord must deliver lawful possession and maintain the Premises to the extent required by applicable housing, safety, and habitability laws. The Tenant is entitled to the lawful use and quiet enjoyment of the Premises.

2. Rent

Monthly rent is _____, due on day _____ of each month, subject to any timing and grace-period requirements of applicable law. Payment methods or an agreed account may be recorded in Details or communicated by the Landlord. Late fees, if separately agreed, apply only if permitted, properly disclosed, and reasonable under state or local law. No late charge is created solely by this paragraph.

Rent increases, other charges, and any rent-control or rent-stabilisation requirements are governed by the applicable state and local rules. The Landlord shall give any notice that the law requires.

3. Security deposit

A security deposit is payable only if the Parties have clearly agreed to one, including its amount, in the Details or another signed part of the Lease. Its maximum amount, handling, permitted deductions, interest, notices, and return deadline are governed by applicable state and local law. The Landlord may not withhold the deposit for ordinary wear or charges that the law does not allow and must provide any legally required accounting.

4. Occupants and use

The Premises are to be used primarily as a residence. Any occupancy limit must comply with applicable housing and fair-housing law. The Tenant shall not cause unlawful nuisance, deliberate damage, or dangerous activity and shall observe lawful building rules properly provided to the Tenant. Guest, pet, smoking, and parking arrangements, where lawfully agreed, may be recorded in Details; no additional restriction is implied merely because a field is empty.

The Tenant must not transfer possession or sublet contrary to applicable law and any valid agreement. This section does not reduce statutory rights concerning guests, family members, service animals, or reasonable accommodations.

5. Utilities and services

Any utilities or services included in the rent, and any agreed separate responsibility for payment, must be clearly stated in the Details or another incorporated written schedule. The Landlord remains responsible for services and repairs that the law requires the Landlord to provide. Unlisted charges cannot be imposed contrary to law.

6. Maintenance and repairs

The Landlord shall maintain the Premises in the condition required by law and address notified defects within the time legally required or otherwise reasonable in the circumstances. The Tenant shall maintain ordinary cleanliness, use fittings appropriately, report leaks and hazards promptly, and be responsible for damage caused by the Tenant or persons for whom the Tenant is legally responsible, to the extent permitted by law.

The Tenant is not responsible for ordinary wear or defects caused by the Landlord's failure to meet legal duties. The Landlord's right to enter, and required advance notice, are governed by state and local law, except in legally recognised emergencies.

7. Required disclosures

Before signing, the Landlord must provide any disclosures, notices, addenda, inspection documents, and other materials required by federal, state, or local law. For housing covered by the federal lead-based paint disclosure rules, the Landlord must provide the required warning statement, known hazard information, available records, and the approved information pamphlet, with the required acknowledgments. An unchecked or completed 'built before 1978' field alone is not a substitute for these steps.

8. Ending the tenancy

A fixed term ends, renews, or converts to a periodic tenancy only as the applicable law and any valid terms permit. A notice to terminate, claim for possession, eviction, or remedy for breach must follow the relevant legal procedure, required notice, and tenant protections. The Landlord may not remove the Tenant, lock out access, or shut off utilities instead of following lawful process.

At lawful move-out, the Tenant must surrender keys and leave the Premises reasonably clean, with ordinary wear excepted. The Parties should complete a condition record and the Landlord must return any deposit in compliance with the law.

9. Other terms and enforceability

Valid special terms and appendices are part of the Lease only if incorporated and not contrary to mandatory law. The Parties may change terms by mutual agreement subject to legal form and notice requirements. Nothing in this Lease waives habitability, fair-housing, consumer, or other non-excludable rights. Where local law conflicts with this document, that law controls.

Details

Deposit _____

Late rent fee _____

Payment methods _____

Utilities included _____

Maximum occupants _____

Pets allowed No _____

Smoking allowed No _____

Parking included No _____

Furnished No _____

Built before 1978 No _____

Condition photos _____

Special terms _____

Governing law _____

Parties

Landlord

Full name _____

Company name _____

Address _____

Email _____

Phone _____

Signature

Date

Tenant

Full name _____

Email _____

Phone _____

Date of birth _____

ID document type _____

ID document number _____

Address _____

Signature

Date

Co-tenant

Full name _____

Email _____

Phone _____

Date of birth _____

ID document type _____

ID document number _____

Address _____

Signature

Date

Guarantor

Full name _____

Email _____

Phone _____

Address _____

Date of birth _____

Signature

Date

Witness

Full name _____

Email _____

Address _____

Signature

Date