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## **Residential Lease**

| BY THIS AGREEMENT, made and entered into on between, herein  |
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| referred to as Lessor and, herein referred to as Lessee. Lessor leases to Lessee the   |
| premises situated at for a term of years to  |
| commence on and to end on at 12 o'clock PM.  |
| 1. Rent. Lessee agrees to pay, without demand to Lessor as rent for the demised premises the sum of per month in advance on the 1st of each calendar month beginning at such place as the Lessor may designate.  |
| 2. Security Deposit. Lessee will pay Lessor on execution of this lease and authorizes Lessor to keep it on deposit as a security deposit, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by the Lessee of the provisions hereof. |
| 3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed  |

**4. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single-family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by the 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 residence in accordance with the concept and system of operations of an Oxford House. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities, affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

term.

- **5. Condition of Premises**. Lessee stipulates that he has examined the demised premises, including the grounds and all building and improvement, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.
- **6. Assignment and Subletting**. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, a Lessor's option terminate this lease.

- **7. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alternations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
- **8. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises shall be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
- **9. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonable increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- **10. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
- **11. Right of Inspection**. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
- 12. Maintenance and Repair. Lessee will keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof and pay for any repair up to \_\_\_\_\_\_\_ In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, keep the electric bells in order; keep the walks free from dirt and debris; and shall make all required repairs to plumbing, range, heating, apparatus and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. The Lessor shall be responsible for promptly repairing the HVAC unit at their own expense in the event that it becomes inoperable during the term of the lease, provided that such inoperability is not caused by the fault or negligence of the lessee. Major maintenance and repair of the lease premises, not due to lessee's misuse, waste or neglect or that of his employee, family, agent or visitor shall be the responsibility of Lessor or his assigns. Major expenditures shall include any expenditure over one hundred dollars (\$100) for plumbing, electrical or appliances needing repair not caused by the Lessee's neglect, misuse or waste. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

- 13. Animals. Lessee shall keep no domestic or other animals on or about the leased premises.
- **14. Display of Signs/Sale of Premises.** During the last 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants and may sell premises with 90-day-notice to Lessee. Upon the purchase of premises by another individual or entity this lease shall become void 90 days following the transfer of title to the demised premises.
- **15. Subordination of Lease**. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
- **16. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and lessee which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Lessor or Lessee on the other party.
- 17. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
- **18. Default**. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10 days of receipt of such notice, Lessee has to correct the default or breach or has taken action reasonable likely to affect such correction within a reasonable time.
- 19. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

| 20. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal    |                      |  |  |  |  |  |
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| representatives, and assigns of the landlord and the nonprofit individual Oxford House identified herein, and |                      |  |  |  |  |  |
| all covenants are to be construed as conditions of this lease.  |                      |  |  |  |  |  |
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| 21. No Smoking. Smoking is not permitted inside the home.   |                      |  |  |  |  |  |
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| 22. Weapons. No weapons of any kind are allowed on the property.  |                      |  |  |  |  |  |
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| IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.                |                      |  |  |  |  |  |
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| Lessor  | For and on behalf of |  |  |  |  |  |
|   | Lessee               |  |  |  |  |  |
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|   | Lessee               |  |  |  |  |  |
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