Weekly Lease Agreement

This Lease Agreement is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Landlord) whose primary address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and can be contacted via \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenant) whose primary address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and can be contacted via \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Lease Agreement is to be effective as of \_\_\_\_ day, \_\_\_\_\_\_\_ month, \_\_\_\_\_\_ year.

**1. The Property**

The Tenant is hereby granted a lease from the Landlord of the real property (“Property”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Please tick the applicable one.*

The property is a ( ) House ( ) Condo ( ) Apartment ( ) other\_\_\_\_\_\_\_\_\_ and contains \_\_\_\_ Bedroom(s), \_\_\_\_ Bathroom(s).

The Property is to be ( ) Furnished, ( ) Part Furnished or ( ) Unfurnished.

The Property includes a ( ) Garden and ( )\_\_\_ Parking Space(s)

**2. Term**

The Tenant will occupy the Property starting from \_\_\_\_ day, \_\_\_\_\_\_\_\_ month, \_\_\_\_\_\_ year and will continue on a rolling weekly basis. The Tenant and Landlord may terminate the period by providing written notice giving at least \_\_\_ days’ notice to the other party.

**3. Rent**

The Tenant shall pay the Landlord the weekly rent of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) during said term, equating to \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) annually. The rent will be payable on the \_\_\_\_\_ of each week. Rent will be paid by the Tenant to the Landlord by mail or in person by check, money order, cash, PayPal or other, and will be payable in U.S. Dollars. The Tenant shall pay to the Landlord the amount of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) in the event that any payment is returned to the Tenant by the bank unpaid due to insufficient funds or any other reason.

**4. Late Fee**

In the event that the Tenant is late with any payment required to be paid then the Landlord shall be entitled to such payment or other charges due hereunder, a late charge of \_\_\_\_\_% of the balance due for each day that the payment is late.

**5. Security Deposit**

Upon entering this Lease Agreement, the Tenant will pay a security deposit of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) to the Landlord. The security deposit will be kept safely by the Landlord as security for the Tenant’s performance of the obligations under this Lease Agreement including any damages to the Property by the Tenant during the Lease Term. Upon failure to carry out the obligations under this Lease Agreement the Landlord may recover any amount required to remedy the breach. The Landlord will, however, provide the Tenant with a written notice of the required use of the security deposit. The Landlord will pay to the Tenant any interest (less any service fee charge) acquired on the security deposit during the holding period. The Landlord promises to return the security deposit back to the Tenant upon returning possession of the Property to the Landlord in the same condition as originally acquired, with the exception of normal wear and tear. The Landlord will return the security deposit minus any payment required for remedy of a breach (to be notified via written notification of the reasons why to the Tenant), within \_\_\_\_ days after the termination of the Lease Term.

**6. Use of the Property**

The Property shall be used and occupied for residential purposes only and the Tenant will not take part in any behaviour resulting in the Property becoming unfit to live in and interfering with the rights of others to enjoy their Property. The Tenant will not use the Property for any illegal purpose or acts. The Tenant will be responsible for any illegal acts being carried out on the Property, whether knowledge was obtained or not.

**7.** **Tenant’s Conduct**

The Tenant shall not conduct or hold on the Property any activity or item that is deemed dangerous, flammable or explosive which could result in the danger of fire on the Property. If an increase in the fire insurance premium occurs the Tenant is liable to pay the increase.

**8. Utility and Services**

The Tenant shall at their own expense pay promptly for all charges for furnishing to the Property (water, electricity, garbage services, and other public utilities). The Landlord shall at their expense provide the following utilities or services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9.** **Maintenance and Repair of the Property**

The Tenant promises to keep the Property in good condition and repair during the Lease Term at their expense with consideration of normal wear and tear. The Tenant will not remove any fixtures or appliances from the Property for any reason. The Tenant promises to inform the Landlord if any repairs to the Property are required. The Tenant will not make any alterations, additions or improvements to the Property without prior consent from the Landlord.

**10. Possession of the Property**

The Tenant will be permitted to take possession of the Property upon the starting date of the Lease Term if both the security deposit and first week’s rent payment has been paid. If the Landlord is unable to deliver possession to the Tenant at no fault of their own, the Landlord will not be liable for any damages and the Tenant will not be required to pay any Rent until possession occurs. If possession is not granted within 30 days from the starting date of the Lease Term, the Tenant has the right to terminate this Lease Agreement.

**11. Alterations**

The Tenant shall not conduct any alterations, improvement or additions to the Property without obtaining prior written consent from the Landlord. Upon the Landlord’s approval, the Landlord must first approve the contractors carrying out the alterations, improvement or additions to the Property.

**12. Pets**

The Tenant will not have or keep any pets on any part of the Property. If the Tenant does have or keep any pets on the Property, the Landlord is entitled to a pet deposit of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_). Properly trained pets that provide assistance to those with disabilities may be permitted upon acquiring the Landlord’s prior consent, which shall not be unreasonably withheld.

**13. Smoking**

Smoking of any kind is prohibited on any part of the Property.

**14. Right of Entry**

The Landlord may with at least 24-hour prior notice and consent from the Tenant enter the Property to make alterations, improvements, repairs or inspect the Property. The Tenant is not to unreasonable withheld the consent required. If an emergency occurs the Landlord has the right to enter the Property immediately without consent, this is not to be used to harass or abuse the Tenant. If the Tenant commits a breach of this Lease Agreement, the Landlord has full rights to terminate this Agreement in accordance with State law and re-enter and re-claim the possession of the Property, in addition to such other remedies available to the Landlord.

**15. Subletting**

The Tenant shall under no circumstances sublease without the Landlord’s prior written consent. sub-let without the Landlord’s consent shall be deemed null and void and the Landlord shall have the right to terminate the Lease should (s)he wish to do so.

**16. Access**

*Please tick the applicable one.*

The Landlord is to provide the Tenant with access to the Property via (\_) Keys, ( ) Fob, ( ) Access card or ( ) other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any duplicate copies of the access is to be authorised via written consent to the Tenant from the Landlord. If the Tenant requires a replacement, the Tenant is to pay the Landlord the reasonable required fee. Upon the end of the Lease Term all access is to the returned to the Landlord or the Tenant faces a penalty of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_). The Tenant will not alter or replace any form of access to the Property without prior written consent from the Landlord.

**17. Compliance**

The Tenant promises to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

**18. Default**

Defaults of this Lease Agreement may include, but is not limited to:

1. the Tenant and/or Occupant(s) violate this Lease Agreement, fire safety, health, rules or criminal laws.
2. The Tenant does not pay rent or other amounts that are owed within a reasonable period.
3. The Tenant or any Occupant(s) is arrested, convicted or given deferred adjudication for a criminal offence.
4. The Tenant abandons the Property.
5. The Tenant gives incorrect information in the rental application.
6. Any illegal drugs are found on the Property.

Upon default the Landlord is to provide the Tenant with written notice as setting out the non-compliance and indicating the Landlord’s intention to terminate this Lease Agreement. If the Default is due to a failure to pay the Rent the Landlord may demand the entire annual balance of Rent to be payable immediately, if the balance is not paid within seven days the Landlord shall have the right to terminate this Lease Agreement. In addition to the termination of the Lease Agreement, the Landlord may exercise all rights to ay remedies available to the Landlord at law or in equity.

**19. Sale of the Property**

Upon sale of the Property by the Landlord to a new owner, the Landlord shall provide the Tenant with notification and their contact details within \_\_\_\_ days of the sale.

**20. Amendments**

This Agreement sets forth the entire Agreement and understanding between the party’s relation to the subject matter herein. No modification of or amendment to the Lease Agreement, nor any waiver of any rights under this Lease Agreement, will be effective unless in writing and signed by both parties. Any agreed amendment to this Lease Agreement will not deem the rest of this Lease Agreement null or void.

**21. Indemnity**

The Landlord shall not be liable for any damage to any person, or any property occurring on the Property. The Tenant agrees to not pursue any claims or damages against the Landlord unless the damage is caused solely through the Landlord’s negligence. It is recommended to the Tenant that renter’s insurance is to be purchase upon commencement of this Lease Term.

**22.** **Governing Law and Venue**

This Lease Agreement will be governed, construed and interpreted by, through and under the Laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Parties further agree that the venue for all disputes related to this Lease Agreement shall be at \_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_ State.

**23. Severability**

If any part of this Lease Agreement is deemed invalid by court order, judgement or other operation of law, the remaining parts of this Lease Agreement shall remain fully valid and enforceable.

**24. Notices**

Any notice required under this Agreement must be in writing. The notice is to be effective upon receipt and shall be delivered in person, sent by:

1. certified mail, postage prepaid, return receipt requested
2. by facsimile or email
3. in person
4. by a commercial overnight courier that can guarantee next day delivery and provide a receipt.

to the address stated above or any other address as is given with reasonable notice to the other party.

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LANDLORD’S SIGNATURE TENANT’S SIGNATURE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LANDLORD’S PRINTED NAME TENANT’S PRINTED NAME**