

RESIDENTIAL LEASE AGREEMENT

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INSTRUCTIONS FOR USE

This is a general-purpose residential lease agreement template. Fill in the bracketed fields with your specific information. State-specific disclosures and addenda may be required — check your state's landlord-tenant laws. This template is provided for informational purposes only and does not constitute legal advice.

RESIDENTIAL LEASE AGREEMENT

Lease Date: [DATE]

This Residential Lease Agreement ("Lease") is entered into by and between:

Landlord:

- Name: [FULL LEGAL NAME]
- Address: [MAILING ADDRESS, CITY, STATE, ZIP]
- Phone: [PHONE]
- Email: [EMAIL]

Tenant(s):

- Name: [FULL LEGAL NAME OF TENANT 1]
- Name: [FULL LEGAL NAME OF TENANT 2, if applicable]
- Phone: [PHONE]
- Email: [EMAIL]

1. PROPERTY

Landlord agrees to rent to Tenant the following residential property ("Premises"):

- Address: [STREET ADDRESS, UNIT #, CITY, STATE, ZIP]
- Type: [Single-family home / Apartment / Condo / Townhouse / Duplex]
- Bedrooms: [NUMBER]
- Bathrooms: [NUMBER]
- Included Parking: [Garage / Driveway / Assigned spot #___ / Street parking / None]
- Storage: [Basement / Attic / Storage unit #___ / None]

2. LEASE TERM

- Start Date: [DATE]
- End Date: [DATE]
- Lease Type: [Fixed-term / Month-to-month]

If fixed-term: Upon expiration, this Lease shall [automatically convert to month-to-month / terminate / renew for an additional [12]-month term] unless either party provides [30 / 60] days' written notice prior to expiration.

3. RENT

- Monthly Rent: \$[AMOUNT]
- Due Date: [1st / 15th] of each month
- Grace Period: [3 / 5] days (rent paid after the [] is considered late)
- Late Fee: \$[AMOUNT] or []% of monthly rent
- Returned Check Fee: \$[AMOUNT]

Payment Method: [Check / Money Order / Bank Transfer / Online Portal / Venmo / Zelle] Make Payable To: [NAME] Send/Deliver To: [ADDRESS or ACCOUNT INFO]

First Month's Rent Due: \$[AMOUNT] due on or before [DATE]

4. SECURITY DEPOSIT

- Amount: \$[AMOUNT]
- Purpose: Security against damages, unpaid rent, cleaning, or breach of Lease
- Return: Deposit (less lawful deductions) shall be returned within [14 / 21 / 30 / 45] days after Tenant vacates and returns keys
- Deductions may include: Unpaid rent, damages beyond normal wear and tear, cleaning costs to restore Premises to move-in condition, unreturned keys

(Note: Many states have specific security deposit limits, holding requirements, and return timelines. Check your state law.)

5. UTILITIES & SERVICES

Utility/Service	Paid By Landlord	Paid By Tenant
Electricity	[]	[]
Gas/Heat	[]	[]
Water/Sewer	[]	[]
Trash/Recycling	[]	[]
Internet/Cable	[]	[]
Lawn Care	[]	[]
Snow Removal	[]	[]
HOA Fees	[]	[]

Tenant shall transfer utilities into Tenant's name by [MOVE-IN DATE / within __ days of move-in].

6. USE OF PREMISES

6.1 The Premises shall be used exclusively as a private residence for the following occupants:

- [OCCUPANT 1 NAME]

- [OCCUPANT 2 NAME]
- [OCCUPANT 3 NAME — list all persons who will reside]

6.2 No additional persons shall reside at the Premises without Landlord's prior written consent. Guests staying longer than [7 / 14] consecutive days require Landlord's approval.

6.3 Tenant shall not use the Premises for any unlawful purpose, operate a business from the Premises [unless approved in writing], or engage in any activity that would increase insurance premiums or disturb other tenants or neighbors.

7. PETS

[] No pets allowed.

[] Pets allowed with the following conditions:

- Number of pets permitted: [NUMBER]
- Type/breed restrictions: [SPECIFY — e.g., "dogs under 50 lbs, no aggressive breeds"]
- Pet deposit (refundable): \$[AMOUNT]
- Monthly pet rent: \$[AMOUNT]
- Tenant is responsible for all damages caused by pets
- Pets must be [leashed in common areas / up to date on vaccinations]

8. MAINTENANCE & REPAIRS

8.1 Landlord's Responsibilities:

- Structural repairs (roof, foundation, exterior walls)
- Major systems (plumbing, electrical, HVAC, hot water)
- Appliances provided by Landlord: [LIST — refrigerator, stove, dishwasher, washer/dryer]
- Compliance with housing codes and habitability standards
- Common area maintenance (if multi-unit)

8.2 Tenant's Responsibilities:

- Keeping the Premises clean and sanitary
- Minor maintenance (lightbulbs, smoke detector batteries, air filters)
- Reporting needed repairs promptly in writing
- Damage caused by Tenant, Tenant's guests, or Tenant's pets
- Lawn care and snow removal [if applicable per Section 5]
- Preventing mold, pest infestations, and drain clogs through reasonable care

8.3 Tenant shall submit maintenance requests to Landlord via [email / written notice / online portal] at [CONTACT INFO].

9. ALTERATIONS

Tenant shall not make any alterations, additions, or improvements (including painting, wallpaper, drilling, or fixture installation) without Landlord's prior written consent. Any approved alterations become Landlord's property upon Lease termination unless otherwise agreed in writing.

10. ENTRY BY LANDLORD

Landlord may enter the Premises for inspection, repairs, or showing to prospective tenants/buyers with at least [24 / 48] hours' prior written notice, except in case of emergency. Entry shall be during reasonable hours [9:00 AM to 6:00 PM] unless Tenant agrees otherwise.

11. INSURANCE

11.1 Landlord maintains property insurance covering the building structure. This does NOT cover Tenant's personal property.

11.2 Tenant [is required / is strongly encouraged] to obtain renter's insurance covering personal belongings, liability, and additional living expenses. Minimum coverage: \$[AMOUNT] personal property / \$[AMOUNT] liability.

12. RULES & RESTRICTIONS

- Smoking: [Prohibited on Premises / Permitted in designated outdoor areas only]
- Noise: Quiet hours from [10:00 PM to 8:00 AM]
- Parking: [Specify rules — assigned spaces, no overnight guest parking, no commercial vehicles]
- Trash: [Specify disposal rules — bins to curb on [DAY], no dumping]
- Grilling: [Permitted / Prohibited / Permitted at least 10 ft from structure]
- Satellite/Antenna: [Permitted / Prohibited without written consent]

13. DEFAULT & TERMINATION

13.1 Tenant Default. Tenant shall be in default if: (a) Rent remains unpaid [3 / 5 / 14] days after written notice (as required by state law); (b) Material breach of any Lease term not cured within [14 / 30] days of written notice; (c) Illegal activity on the Premises; (d) Abandonment of the Premises.

13.2 Landlord Remedies. Upon default, Landlord may pursue eviction proceedings in accordance with [STATE] law. Landlord shall follow all required notice and legal procedures.

13.3 Early Termination by Tenant. Tenant may terminate this Lease early by:

- Providing [60] days' written notice, AND
- Paying an early termination fee of \$[AMOUNT] / [__] months' rent]
- OR forfeiting the security deposit (state law permitting)

13.4 Move-Out. Upon termination, Tenant shall:

- Remove all personal belongings
- Clean the Premises to move-in condition
- Return all keys, garage openers, and access devices
- Provide forwarding address for deposit return

14. LEAD-BASED PAINT DISCLOSURE (Required for Pre-1978 Housing)

[INCLUDE IF PROPERTY BUILT BEFORE 1978:]

Landlord hereby discloses:

☐ Known lead-based paint and/or lead-based paint hazards are present (see attached records)

☐ Landlord has no knowledge of lead-based paint and/or hazards

Tenant acknowledges receipt of the EPA pamphlet "Protect Your Family From Lead in Your Home."

Tenant Initials: _____

15. ADDITIONAL STATE-REQUIRED DISCLOSURES

(Check applicable disclosures required by your state law and attach as addenda:)

- ☐ Mold disclosure
- ☐ Flood zone disclosure
- ☐ Sex offender registry notice
- ☐ Bed bug history disclosure
- ☐ Shared utility arrangements
- ☐ Move-in/move-out inspection checklist
- ☐ Military clause (SCRA compliance)
- ☐ Domestic violence early termination rights
- ☐ Radon disclosure
- ☐ [OTHER STATE-SPECIFIC DISCLOSURE]

16. GOVERNING LAW

This Lease shall be governed by the landlord-tenant laws of the State of [STATE]. In the event of conflict between this Lease and applicable state or local law, the law shall prevail.

17. MISCELLANEOUS

(a) Entire Agreement. This Lease constitutes the entire agreement between the parties.

(b) Amendments. Changes require written agreement signed by both parties.

(c) Severability. Invalid provisions do not affect remaining terms.

(d) Joint and Several Liability. If multiple Tenants, each is jointly and severally liable for all obligations.

(e) Notices. Written notices shall be delivered to the addresses listed above via [hand delivery / certified mail / email].

SIGNATURES

Landlord:

Signature: _____

Printed Name: [FULL LEGAL NAME]

Date: _____

Tenant 1:

Signature: _____

Printed Name: [FULL LEGAL NAME]

Date: _____

Tenant 2 (if applicable):

Signature: _____

Printed Name: [FULL LEGAL NAME]

Date: _____

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