

LEASE AGREEMENT

THIS AGREEMENT, made this ___ Day of _____, 20__ by and between NEELY DEVELOPMENT hereinafter referred to as LESSOR and tenant name, hereinafter referred to as LESSEE.

LESSOR and LESSEE shall designate either singular or plural whichever is applicable and all masculine pronouns shall be interpreted to include female pronouns when applicable.

W I T N E S S E T H

LESSOR hereby leases and rents unto LESSEE and LESSEE hereby takes as tenant under LESSOR:

1. **PREMISES:** _____ To be used by LESSEE as a private dwelling for a ___ Month term commencing on _____ and ending on _____.
2. **AUTOMATIC RENEWAL:** At the end of the term, this Lease shall be automatically renewed on a month-to-month basis, unless either party gives written notice of termination at least thirty (30) days before the end of the expiration date.

In the event LESSEE intends to vacate the premises at the end of the Lease term, LESSEE MUST give LESSOR written notice of intent to vacate the premises at least thirty (30) days prior to the expiration of the Lease term.

3. **RENT:** LESSEE shall pay the sum of \$ _____ on or before the first day of each consecutive month.
4. **LATE PENALTY:** Regardless if it is a holiday or weekend, LESSEE shall pay a late charge of 5% for any payment made after the fifth (5th) day of the month. If payment is made by check and the check is refused by the bank for any reason, LESSEE shall redeem the check from LESSOR with a cashier check or money order for the amount of the check plus all late charges which may be due up and until the date that the check is redeemed, and LESSEE shall pay a return check charge in the sum of \$35.00. Lessor will attempt to electronically redeposit the check up to two times. Lessee shall pay any fees incurred by Lessor for the redeposit of a returned check.

Further, LESSOR shall have the right to insist that all future rental payments be made by certified check or money order. If LESSEE habitually fails to pay the rent on the first (1st) day of the month when due, LESSOR may at his option terminate this Lease. The charging of a late charge is not to be considered as condoning late payment of rent. All payments accepted are with full rights of reservation.

1. Initial _____

