

SAMPLE
(Connecticut version)
Apartment Lease

IN THIS LEASE, the words “we”, “us”, and “our” mean the Landlord, _____ with an address of _____. The words “you” and “yours” mean the Tenant, _____, presently of _____ Tel. No. (h), (w), (c).

We agree to lease to you, and you agree to lease from us, the apartment located at _____ in _____, referred to in this lease as the “Apartment”. You and we agree to the following terms:

1. **TERM.** The term of this lease starts on _____, and ends on _____.
2. **RENT.** You will pay us total rent of \$ _____ (Amount for whole term). You will pay the total rent in twelve (12) equal monthly payments of \$ _____. The first payment is due upon the signing of this lease. Subsequent payments are due on the 1st day of _____ and on the 1st day of each subsequent month to and including _____.
You will pay the rent to us at _____, by checks payable to _____. You will pay the rent even though we do not send you a bill for the rent or a notice that it is due. A late charge of 5% will be assessed for any payment that is more than ten (10) days late.
3. **USE.** You will only use the Apartment for a dwelling for yourself and your family. You will not sublease the Apartment or let any other people (other than visiting guests) live in the Apartment.
4. **LAWS.** You will comply with all laws and regulations regarding the Apartment. You also will not permit any others to violate any laws or regulations applicable to your use of the Apartment. You will pay us the amount of any fines or penalties that we have to pay because you or any others violated any laws or regulations applicable to your use of the Apartment.
5. **CARE OF APARTMENT.** You will keep the Apartment and all fixtures and appliances in a clean and safe condition. You will remove all ashes, garbage, rubbish and other waste in a clean and safe manner to the place provided by us. You will use all electrical, plumbing, heating, air conditioning (if any) and other facilities and appliances in a reasonable manner.
You will not destroy or damage any part of the Apartment or any of our furnishings or appliances in the Apartment. You also will not remove any of our furnishings or appliances from the Apartment. We will maintain the grounds and plow snow from driveways. You will be responsible for shoveling of walkways, etc.
6. **UTILITIES.** You will pay for the following utilities and services in the Apartment: _____ (Electricity, Gas, Oil, and Telephone). We will fill the heating oil tank at the beginning of the lease term at our expense, and you will fill it at the end of your occupancy at your expense. If others use any electricity metered jointly with the Apartment, we will provide you with prorated bills, explaining the basis of our calculations.
The rent will not be reduced if you do not receive any of the utilities or services for reasons beyond our control.
7. **ENTERING APARTMENT.** We may enter the Apartment at reasonable times to make necessary repairs or changes that we are required to make, or to supply the utilities or services, if any, that we have agreed to supply. We may also enter the Apartment at reasonable times to show the Apartment to possible or actual lenders, tenants, workmen or contractors.
We will give you reasonable notice of our intent to enter the Apartment. You will not unreasonably deny us the right to enter the Apartment. We may also enter the Apartment at any time without your consent in case of emergency.

8. **DAMAGE.** You will not have to pay rent for any time that your use and enjoyment of the Apartment are substantially affected because the Apartment is damaged by fire or other casualty. However, you will pay rent if you caused the damage or destruction or if you continue to occupy any portion of the Apartment. If you continue to occupy any portion of the Apartment, your rent shall be reduced by the decrease in the fair rental value of the Apartment.

If any part of the Apartment is damaged by fire or other casualty, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within fifteen (15) days after the date of the fire or other casualty. The lease will end on the date that we give in our notice to you. If we do not cancel this lease, we will repair the damage within a reasonable time.

9. **CONDEMNATION.** If any part of the building is condemned, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within fifteen (15) days after the date of the condemnation. The lease will end on the date that we specify in our notice to you.

You will not be entitled to any payment from the condemning authority because of such condemnation except for moving expenses. All other payments from the condemning authority because of such condemnation will be paid to us.

10. **CHANGES.** You will not make any changes in the Apartment or change the appearance of any walls, floors, carpeting, windows, doors, appliances or fixtures without our permission. If you receive our permission to make any changes, any items that you install in the Apartment as fixtures will immediately be our property but you may use them until the lease ends.

We will make any repairs required during the lease term other than those resulting from your negligence, misuse or neglect. You will be responsible for making, or paying for the making, of all repairs resulting from your negligence, misuse or neglect.

11. **REMOVAL OF PROPERTY.** When this lease ends, you will leave the Apartment and remove all your property and the property of others you have allowed to be placed in or around the Apartment, other than any property belonging to us. You will leave the Apartment and all our furnishings in good and clean condition, and you will repair any damage that was caused by yourself or others.

12. **DEFAULT.** You will be in default under this lease if:

- (a) You do not make a payment of rent within ten (10) days after it is due; or
- (b) You violate or do not do any of the things you agree to do under this lease.

If you are in default under this lease, we may send you a notice and cancel this lease. The lease will end on the date that we specify in our notice to you.

If you do not do any of the things you promise to do under this lease, you will pay us the amount that we pay to do the things that you did not do. You also will pay us the total rent stated in Section 2 of this lease less the amount of rent that you have already paid.

You also will pay us interest on any amount you owe us which is past due. The interest will be at the rate of ten percent (10%) per year.

If you are in default under this lease and if we refer the matter to an attorney to evict you, you will pay us a reasonable attorney's fee. You will also pay us for any other collection costs and expenses.

13. **WAIVER OF NOTICE.** In the event you are in default under this lease, we will not have to send you a notice telling you to vacate and leave the Apartment.

14. **SECURITY DEPOSIT.** You will deposit with us _____ as a security deposit at the time of signing this lease, which will be held by _____, in an interest bearing account pursuant to applicable state law. If you are in default under this lease, we may use the security deposit to pay the rent or any other money you owe us under this lease, but such deposit may not otherwise be considered a substitute for rent or other amounts payable by you hereunder. If you fulfill all of your agreements under this lease, we will return the security deposit to you, with applicable interest, within thirty (30) days after the lease ends, after deducting therefrom any amounts properly chargeable to you under applicable state

law for repair of damage you have caused to the Apartment or our furnishings.

15. **NOTICES.** All notices provided for in this lease shall be in writing and shall be sent by certified mail, return receipt requested, or shall be personally delivered, if to us, to _____, and if to you, to the Apartment, unless either of us has provided the other with notice of a different name and/or address in compliance with such notice procedure.

16. **HOLD-OVER.** If you continue to occupy the Apartment with our consent after this lease ends, this lease will be on a month-to-month basis. In that case, either you or we can send a notice to the other and cancel this lease at any time. All the other terms of this lease will still apply.

17. **MISCELLANEOUS.** If there is more than one of you who signs this lease, then each of you agrees to pay the entire amount that you owe us. We can delay enforcing any of our rights under this lease without losing them. If we release any of you from this lease, the rest of you shall still pay the amount you owe us. We can also give any of you more time to pay the amount you owe us.

18. **MANAGER.** The name and address of the person authorized to manage the property is, _____, Tel. No. _____ ∴

The name of the person who is authorized to receive on our behalf all notices, demands and service of process is, Tel. No.: .

We may name different persons or different addresses; we shall give you written notice of any such changes.

19. **SEPARATE PROVISIONS.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.

20. **BINDING EFFECT.** This lease shall be binding upon you and us and our and your respective successors, heirs, executors and administrators.

21. **INSURANCE.** You acknowledge that our insurance will not provide any coverage for your property or against any liability you may incur.

We will insure against our personal liability and against fire, theft, and other damage and loss to the Apartment and our personal property.

LANDLORD:

Date: _____

TENANT:

Date: _____

Date: _____