

REPAIR AND MAINTENANCE AGREEMENT

LANDLORD: _____

TENANT: _____

PROPERTY LOCATION: _____

DATE OF RESIDENTIAL LEASE-RENTAL AGREEMENT: _____

BE IT REMEMBERED that on this _____ day of _____, 20____, Landlord and Tenant made the following agreement:

By a Residential Lease-Rental Agreement dated _____, Landlord rented the residential property identified above to Tenant, according to the terms set forth in that Residential Lease-Rental Agreement. This is an agreement separate from that Residential Lease-Rental Agreement and is made in consideration of a reduction of the rent, which rent would otherwise be _____ per month more than stated in the Residential Lease-Rental Agreement. The work to be performed under this Repair and Maintenance Agreement by Tenant is for the primary benefit of the property.

1. The term of this agreement shall be the same as under the Residential Lease-Rental Agreement. The term of this Agreement shall be extended if the agreement is extended and shall terminate upon the termination of the Residential Lease-Rental Agreement.

2. Landlord has made available the following appliances, systems, and fixtures on the property:

3. Landlord and Tenant hereby agree that they have inspected these appliances, systems, and fixtures and that they are in good working order.

4. Tenant agrees to provide and pay for whatever repair and regular maintenance and repairs these appliances, systems, and fixtures may require to be kept in good working order.

5. Landlord accepts responsibility and will pay for all major repairs to the building and its surrounding areas including structural and major outside repairs.

6. Tenant agrees to take responsibility and pay for general interior maintenance, cleaning, window cleaning, grounds maintenance such as lawn mowing, tree and shrub pruning, and all minor repairs. Minor repairs include such things as replacing broken panes of glass, replacing light bulbs and tubes, and repairing light fixtures and leaking faucets, etc.

7. Tenant agrees to take full responsibility for prompt snow removal and ice treatment from all paved areas and sidewalks, to be performed in a non-negligent manner according to all legal requirements.

8. Tenant shall maintain the property in a manner which conforms to all health and safety requirements. Tenant shall keep the property free from all rodents, insects, and vermin attracted to the property by unsanitary conditions caused by Tenant, and shall be responsible for all damage caused by such conditions.

9. Landlord agrees that Landlord will not treat this Agreement as a condition to any provision of the Residential Lease-Rental Agreement. If Tenant should default in the performance of this Agreement, Landlord shall be entitled to maintain an action at law or in equity to enforce this separate agreement, and/or to re-enter as provided by the Residential Lease-Rental Agreement and make repairs at Tenant's expense. Such expense plus a service fee of _____ shall be paid by Tenant on demand.

LANDLORD

TENANT