Your Name Address City, State, Zip Code phone email website

### **DATE**

[Potential lessee's Name]
[Potential lessee's Street Address]
[Potential lessee's City, State, and Zip Code]

Re: Intention to Lease

Dear [Potential lessee's last name]

I am writing with great enthusiasm to convey my desire to lease my apartment if we can agree on the terms and conditions outlined in this letter.

The purpose of this letter is to establish some of the basic terms and conditions of the undersigned parties' proposed lease.

The terms set forth in this Letter [will/will not] become binding unless the parties agree and execute a more comprehensive "Lease Agreement," as anticipated below by the section of this Letter titled "Binding effect."

#### **Effective Date**

[write the date that this letter of intent will be deemed effective]

#### Lessor

[Insert the full name of the Lessor]

## Lessee

[Insert the full name of the Lessee]

### **Property**

Location: [City, State, and Zip Code]

Legal Description: Block # Lot: #

# **Property Type**

The Property is defined as a [residential/plex/condo/ etc]

#### **Lease Term**

The lease will be for a fixed term of [number of months/years] beginning on the [start date] and ending on the [end date].

### Rent

The monthly base rent of [amount in words and numbers] shall be paid on the first of each month, with the first payment due prior to or at the start of the lease.

### **Expenses**

The Lessee must pay the following monthly expenses in addition to the Base Rent: [describe the expenses- electricity, gas heating, etc]

The Lessor is obligated to pay the following monthly expenses: [describe expenses- maintenance costs etc]

#### **Late Rent**

If the Lessee does not pay the Base Rent within 15 days of the due date, a late fee of [amount in words and numbers] may be imposed each day until the overdue amount is paid.

(see: <u>late rent notice to a tenant template</u>)

### **Security Deposit**

A refundable security deposit of [amount in words and digits] is required prior to or at the time of signing a lease.

### **Subletting**

The Lessee may not sublet the Premises without first receiving the Lessor's prior written consent.

#### Pets

The Lessee is permitted to have two pets on the premises. The following pets are permitted: Cats, dogs, and other small confined animals

#### **Lease Termination**

Each party has the right to terminate the lease by giving the other party at least (30/34/60/90 days'] notice.

(see: Notice to terminate a lease sample)

## **Binding effect**

This Letter of Intent should not be considered binding.

The provisions mentioned above are merely for the purpose of establishing a future agreement, to which neither the Lessor nor the Lessee is bound.

(if you want the better to be binding, use the following clause)

## **Binding effect**

This Letter of intent shall be considered binding.

Therefore, the parties acknowledge that remedies at law will be inadequate for any breach of this Agreement and consequently agree that this Agreement shall be enforceable by <u>specific</u> <u>performance</u>.

The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the parties under this Agreement.

## **Governing Law**

This Letter of Intent shall be governed under the laws of the State of [name of the state]

### **Termination**

This Letter of Intent will terminate if there has not been a formal agreement signed within [#] days from the Effective Date.

### Acceptance

If you agree to the terms set forth above, please sign this Letter of Intent and return the duplicate copy within [#] business days of receipt.

LESSOR		
Lessor's Signature	Date	
Print Name		
LESSEE		
Lessee's Signature	Date	

Print Name	