Date:

Premises

**1 RENT:**

All rent is payable in advance and is due on the first day of each and every month ("Due Date") without offset, deduction of credits.

All rent shall be paid to : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner must receive mailed rent payments on or before the Due Date.

**2 LATE PAYMENTS:**

Tenant and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Tenant agrees to pay a late charge, equal to \_\_\_\_see agreement\_\_\_\_ for any payment of rent not received by Owner \_\_\_\_within 5 calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant.

The provision for payment of a late charge does not constitute a grace period and Owner may serve three day Notice to Pay or Quit on the day after the Due Date. Owner and Tenant agree that Tenant paying rent three days after the Due Date on three separate occasions within any twelve month period is a substantial violation of a material term of the tenancy and is a just cause for eviction. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of rent.

Tenant :

Rent Due:

Late Fee after 5rd:

Total Due Now:

NOTE: ALL payment apply to late fee first then to rent. Late payment must be paid in money order only. No personal checks accepted.