

Lease to Own Agreement

This **Lease to Own Agreement** ("**Agreement**" hereinafter) is entered into as of the date of execution by and between the following parties;

Lessor

Lessee

Term & Conditions

1. Subject of the Agreement

The subject of this Agreement is the lease of a certain real or personal property, together with all improvements, fixtures, and appurtenances, which is in good and serviceable condition and suitable for its intended use, and which shall be delivered to the Lessee in a manner that allows for quiet enjoyment during the term of this Agreement. The property shall remain in the legal ownership of the Lessor until such time as the Lessee has satisfied all payment obligations as set forth herein, at which point full title and ownership rights shall be transferred by the Lessor to the Lessee by way of a proper deed of transfer or other lawful conveyance instrument, free and clear of all encumbrances not otherwise disclosed and agreed upon in writing by the Parties.

2. Term

The term of this Agreement shall commence on the effective date and shall continue for a fixed duration mutually agreed upon, during which the Lessee shall make periodic rental payments in amounts and at intervals stated herein. A portion of each rental payment, as predetermined and agreed, shall be credited toward the eventual purchase price of the property. The purchase price shall be fixed and agreed at the outset of this Agreement, and the cumulative rental credits applied shall reduce the balance owed. Upon completion of the term and the satisfaction of all financial obligations, including the payment of the remaining balance of the purchase price, the Lessor shall execute all necessary instruments to convey ownership to the Lessee.

3. Rent and Payment Terms

The Lessee agrees to pay to the Lessor a monthly rental amount fixed at a sum _____, payable in advance on or before the first day of each calendar month during the term of this Agreement. Such payments shall be made in lawful currency of the jurisdiction of the property, by bank transfer, direct deposit, or another method agreed by the Parties. A portion of each monthly rental payment, as stipulated in writing at the commencement of this Agreement, shall be credited toward the purchase price of the property. The balance of each rental payment, after deduction of the credit portion, shall be deemed compensation for the Lessee's use and possession of the property. The total cumulative credits accrued shall be applied to reduce the final purchase balance due at the time of transfer of title.

In the event of late payment, the Lessee shall be subject to a late fee in an amount determined as reasonable by the Lessor, and such late payment shall not relieve the Lessee of the obligation to make the rental payment in full. Continued nonpayment, as defined herein, shall constitute a default under this Agreement, entitling the Lessor to exercise remedies as provided in this Agreement and under applicable law.

All payments made under this Agreement shall be non-refundable except as expressly provided herein or where required by law. The Lessee acknowledges that failure to maintain timely payments shall jeopardize their right to purchase the property at the conclusion of the lease term.

4. Early Purchase Option

The Lessee shall have the right to early purchase of the property by providing written notice to the Lessor/Seller, and by remitting the total outstanding balance of the purchase price after accounting for credited rental payments, together with any accrued amounts lawfully due under this Agreement. The Lessor shall accept such early payment and proceed with the conveyance of title accordingly, subject to the Lessee/Buyer's compliance with all other provisions herein. In the event the Lessee fails to complete the purchase, or breaches the terms of this Agreement, the Lessor shall retain all sums paid as liquidated damages unless otherwise required by applicable law, and the Lessee shall promptly return possession of the property in the same condition as received, ordinary wear and tear excepted.

5. Maintenance and Use

The Lessee shall be responsible for the maintenance, repair, and upkeep of the property during the term of this Agreement, and shall use the property solely for lawful purposes, refraining from any action that would diminish its value or violate any law, regulation, or restriction applicable thereto. The Lessee shall keep the property insured at their own expense against loss, damage, or destruction, with the Lessor named as additional insured or loss payee to the extent of their interest. The Lessor shall not be liable for any injury, damage, or loss sustained by the Lessee/Buyer, any occupant, or third party during the term of possession, except as may arise from the gross negligence or willful misconduct of the Lessor.

6. Taxes, Utilities and Expenses

Taxes, assessments, and governmental charges attributable to the property shall be paid by the Lessee from the commencement of the Agreement, unless otherwise expressly agreed in writing. The Lessee shall also bear responsibility for all utilities, service fees, and other operational expenses associated with the property.

7. Inspection Rights

The Lessor or its authorized representatives shall have the right to inspect the property at reasonable times and upon providing prior notice to the Lessee, for the purpose of verifying its condition, ensuring compliance with the terms of this Agreement, and addressing any matters concerning maintenance or repairs. Such inspections shall be conducted in a manner that does not unreasonably interfere with the Lessee's use and enjoyment of the property.

8. Risk of Loss

Risk of loss or damage to the property from any cause whatsoever shall pass to the Lessee upon delivery and possession, and shall remain with the Lessee until full payment of the purchase price and transfer of ownership. The Lessee shall be obligated to repair or replace any portion of the property damaged or destroyed, at their own expense, unless otherwise agreed in writing by the Parties.

9. Default and Remedies

In the event of default by the Lessee, including but not limited to nonpayment of sums due, failure to maintain insurance, damage to the property beyond ordinary wear and tear, or breach of any other covenant herein, the Lessor may terminate this Agreement, reclaim possession of the property, and pursue any remedies available under applicable law. The remedies provided herein shall be cumulative and in addition to any other rights or remedies provided by law or equity.

10. Force Majeure

Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, labor disputes, epidemics, governmental restrictions, or other unforeseeable events that make performance impracticable. The affected Party shall promptly notify the other Party in writing of the occurrence of any such event and shall use reasonable efforts to resume performance as soon as practicable.

11. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by registered or certified mail, return receipt requested, or transmitted by recognized courier service to the last known address of the respective Party. Notices sent by email shall be valid only if acknowledged in writing by the receiving Party.

12. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties with respect to the lease and purchase of the property, and supersedes any prior agreements, representations, or negotiations whether oral or written. No amendment or modification shall be binding unless made in writing and signed by both Parties. Any waiver of a breach shall not constitute a waiver of any subsequent breach.

14. Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns, provided that the Lessee may not assign this Agreement without the prior written consent of the Lessor.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the property is located. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall first be subject to good faith negotiations between the Parties. If the dispute cannot be resolved amicably within a reasonable period, it shall be submitted to the exclusive jurisdiction of the competent courts of such jurisdiction, unless the Parties mutually agree to resolve the matter through arbitration under the rules of a recognized arbitration institution.

Lessor

Lessee

Name

Name

Date

Date

Signature

Signature



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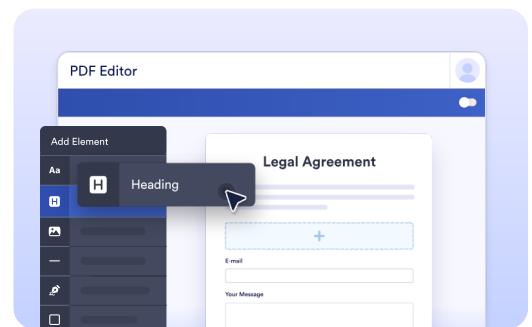
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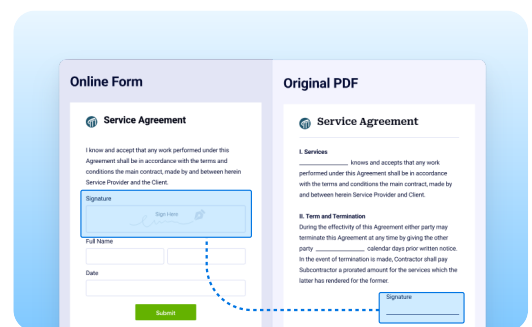
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