THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this DAY of MONTH, YEAR, by and between Maggie Branson and Lee Gardella.

WITNESSETH:

WHEREAS, Maggie Branson is the owner of real property and is desirous of leasing the Premises to Lee Gardella upon the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM. Maggie Branson leases to Lee Gardella and Lee Gardella leases from Maggie Branson the Premises.

2. RENT. The total rent for the premise is RENT due on the first day of each month less any set off for approved repairs.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Lee Gardella shall deposit with Maggie Branson the sum of DEPOSIT receipt of which is hereby acknowledged by Maggie Branson, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lee Gardella, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Lee Gardella and Lee Gardella's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lee Gardella for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lee Gardella shall not allow any other person, other than Lee Gardella's immediate family, to occupy the Premises.

5. CONDITION OF PREMISES. Lee Gardella stipulates, represents, and warrants that Lee Gardella has examined the Premises, and that they are in good order, repair, and in a safe, clean and tenantable condition.

6. ALTERATIONS AND IMPROVEMENTS. Lee Gardella shall make no alterations or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Maggie Branson.

7. NON-DELIVERY OF POSSESSION. In the event Maggie Branson cannot deliver possession of the Premises to Lee Gardella upon the commencement of the term, through no fault of Maggie Branson or its agents, then Maggie Branson or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Maggie Branson or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lee Gardella agrees to accept the demised
Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Maggie Branson or its agents, then this Agreement and all rights hereunder shall terminate.

8. **UTILITIES.** Lee Gardella shall be responsible for arranging for and paying for all utility services required on the Premises.

*IN WITNESS WHEREOF* the parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

________________________________________
Maggie Branson

________________________________________
Lee Gardella

C07-E03-Lease (7.3B)