

MONTH-TO-MONTH RENTAL AGREEMENT

This Lease Agreement (“Lease”) is entered by and between _____ (“Landlord”) and _____ (“Tenant”) on ____ (Date). Landlord and Tenant may collectively be referred to as the “Parties.” This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES:

Landlord hereby leases the premises located at _____ City of _____, State of _____, (the “Premises”) to Tenant.

LEASE TERM:

This Agreement will be for a term beginning on _____, 20____ and continuing month-to-month until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination (the “Term”).

SECURITY DEPOSIT.

Tenant shall pay \$_____ as a security deposit upon the signing of this Agreement. Landlord shall hold this Security Deposit in an interest-bearing account, as required by the State in which the Property is located. Tenant shall be entitled to reimbursement of this Security Deposit upon termination of this Agreement if the Property is returned in the same condition as Tenant receives it, less normal wear and tear. Landlord shall provide Tenant a detailed accounting of charges for any amount of the Security Deposit that is not reimbursed. Landlord shall return the Security Deposit within thirty (30) days of Tenant’s return of the keys or other timeframe as may be required by law.

LATE CHARGES.

Rent is due on the ____ of each month. If any or all of the rent is not received by the ____ of the month, \$____ per day will be charged as late fees until full rental payment is received. If rent is not received by the ____ of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

INSUFFICIENT FUNDS:

Tenant agrees to pay a charge of \$____ for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds (NSF).

DEFAULTS:

In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity

to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a _____ day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a _____ day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

QUIET ENJOYMENT:

Tenant shall be entitled to quiet enjoyment of the Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

OCCUPANTS.

Tenant agrees that no more than ___ persons may reside on the Premises without prior written consent of the Landlord.

CONDITION.

Tenant or Tenant's agent have inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

POSSESSION AND SURRENDER OF PREMISES:

Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

ASSIGNMENT AND SUBLEASE:

Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS:

Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

RIGHT OF ENTRY.

Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

ALTERATIONS AND IMPROVEMENTS.

Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

UTILITIES AND SERVICES:

Charge for electricity, telephone service, cable television, heat, hot water, water, garbage pick-up, snow-removal and lawn maintenance are services/utilities provided to the apartment are included as a part of this Lease and shall be borne by the Landlord in addition to the following: _____.

MAINTENANCE, REPAIR, AND RULES.

Tenant will maintain the Premises, including the grounds and all appliances and fixtures (and furnishings), in clean, sanitary and good condition and repair. Tenant will not remove Landlord’s appliances and fixtures (and furnishings), from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

Tenant will also maintain the grounds, which is part of the Premises. (Do not check if leasing an apartment)

PETS.

(Check one)

Tenant is NOT allowed to have or keep any pets, even temporarily, on any part of the Premises.

Tenant is allowed to have the following pets on the Premises: _____. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). If Tenant does keep an authorized pet on the Premises, Tenant will pay to Landlord a pet deposit in the amount of \$_____.

RIGHT OF INSPECTION:

Tenant agrees to make the Premises available to Landlord or Landlord’s agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, the minimum statutory notice allowed or twenty-four (24) hours, whichever is less, shall be deemed reasonable. Tenant shall not, without Landlord’s prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including

instructions on how to disarm it in case of emergency entry.

HOLDOVER.

If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both Parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

ABANDONMENT:

If Tenant abandons the Premises of any personal property during the term of this Lease, Landlord may, at their option, enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least ___ consecutive days without notice to Landlord. If Tenant abandons the Premises while the rent is outstanding for more than 15 days and there is not reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

INDEMNIFICATION:

To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.

LEGAL FEES:

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

DISPLAY OF SIGNS:

Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of the Landlord.

NOISE:

Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the common areas. Furniture delivery and removal will take place between 8:00 a.m. and 8:00 p.m.

SEVERABILITY.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

LOCKING OF ENTRANCE DOORS:

Landlord reserves the right to close and keep locked all entrance doors of the building during such hours as the Landlord deems advisable for the safety and protection of the building and its occupants. Tenant shall not prop open any entrance doors.

DWELLING:

Tenant is only entitled to occupy the dwelling listed above. This Lease does not entitle the Tenant to use of any area outside of the dwelling including, but not limited to, the attic, basement or the garage without written permission from the Landlord. Tenant is not to paint any part of the apartment without prior written permission from the Landlord.

WATER LEAKS:

Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom-sink, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

COMPLIANCE WITH LAW.

The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of laws provisions.

ADDITIONAL TERMS AND CONDITIONS:

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ Date: _____

Printed Name: _____



[Screen potential tenants and feel confident about who you are renting to](#)