

MONTH-TO MONTH RENTAL AGREEMENT

This Month-to-Month Rental Agreement (“Agreement”) is entered into on this _____ day of _____, 20__, by and between _____, with an address of _____ (“Landlord”) and _____, (“Tenant”) with an address of _____.

RENTAL PROPERTY

Landlord hereby agrees to lease the Tenant the property (“Property”) located at _____

RENTAL TERM. This rental term shall commence on _____, 20__ and continue on a month-to-month basis until terminated by either party given thirty (30) day prior written notice to the other party.

MONTHLY RENT. Tenant agrees to pay Landlord \$ _____ per month as the rent for the leased premises, payable, without demand, in advance on the _____ of each month. Tenant shall remit monthly rental payments via e-check, check, cash, cashier’s check, money order, or other accepted payment option. Monthly rental payments shall be sent to the following mailing address or hand-delivered in person to:

LATE PAYMENTS. If monthly rental payment is more than five (5) days late, the Landlord shall be entitled, but not limited to payment of a late fee of \$ _____ or of _____% and/or pursuant of any eviction proceeding.

SECURITY DEPOSIT. On execution of this Agreement, Tenant will deposit the additional sum of \$ _____ with Landlord, receipt of which will be acknowledged by Landlord, as security for the full and faithful performance by Tenant of this agreement. The Security Deposit shall be held in an interest-bearing account as required by the State where the Property is located.

Tenant shall be entitled to reimbursement of the Security Deposit if the leased premises is in the same condition as the Tenant receives it, minus normal wear and tear. Landlord agrees to provide Tenant an itemized list of charges of any amount that is not reimbursed to the Tenant. Landlord shall return the Security Deposit within thirty (30) days of the Tenant’s return of keys or within the limits as required by law.

PETS. Tenant will not keep or be permitted to keep on the premises any animal, bird, or other pet without Lessor’s prior, express, and written consent.

Tenant shall be permitted to keep the following pet(s) on the premises:

_____.

Tenant shall pay an additional Pet Security Deposit of \$ _____.

This deposit is: [] Refundable

[] Non-Refundable

If Tenant has a pet on the property without the Landlord's written consent, the Tenant shall pay a penalty of \$ _____ for every day the unauthorized animal is on the property without the Landlord's consent.

Other Restrictions include: _____

OCCUPANCY. Tenant agrees that the leased premises will be occupied by no more than _____ persons, consisting of _____ adults and _____ children without the written permission of the Landlord. Only the below individuals will be permitted and known to live on the leased premises:

Name(s) and Age:

Tenant understands that no other persons shall live on the Property without prior written consent of the Landlord. Further, any persons remaining at the Property for more than ten (10) consecutive days or fifteen (15) or more calendar days in a month shall be deemed as living on the premises.

UTILITIES. The Tenant and Landlord shall be responsible for the following utilities/services as marked below:

UTILITY	TENANT	LANDLORD
Electricity		
Gas		
Water		
Cable		
Internet		

Phone		
Trash		
Pest Control		
Lawn Service		
Other Description:		

Additional responsibilities of the Tenant include: _____

Additional responsibilities of the Landlord include: _____

RIGHT OF ENTRY. Landlord reserves the right to enter the leased premises at all reasonable hours for the purpose of inspection and whenever necessary to make repairs and alterations to the leased premises. Tenant grants permission to Landlord to show the leased premises to new rental applicants at reasonable hours of the day, within _____ days of the expiration of the tenancy.

ASSIGNMENT AND SUBLETTING. Tenant will not sublet the leased premises, or any part of the leased premises, or assign this lease agreement without Landlord's prior, express, and written consent.

DEFAULT. Any failure by Tenant to pay rent or other charges promptly when due or to comply with any other term or condition of this lease agreement will, at the option of Landlord, promptly terminate this tenancy and forfeit all rights of Tenant under this lease agreement.

MAINTENANCE AND REPAIRS. Tenant will keep and maintain the leased premises in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy will surrender the premises to the Landlord in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

DUTY TO REPAIR. Landlord will put the leased premises into a condition fit for their occupation by the commencement of the tenancy, and will repair all subsequent conditions of the leased premises that may

render them uninhabitable, except that Tenant will repair all deteriorations or injuries to the leased premises occasioned by [his/her] want of ordinary care or greater degree of culpability.

No duty on the part of the Landlord will arise with respect to repairs for habitability under this section, however, if Tenant is in substantial violation of any one or more of the following affirmative obligations:

- (1) to keep the leased premises as clean and sanitary as their condition permits;
- (2) to remove from the dwelling unit all rubbish, garbage, and other waste, in a clean and sanitary manner;
- (3) to use and operate all electrical, gas, and plumbing fixtures properly and keep them as clean and sanitary as their condition permits;
- (4) not to allow any person on the premises with Tenant's permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment,
- (5) to occupy the premises as an abode, utilizing the portions of the premises for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such purposes.

SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

ATTORNEY'S FEES. If suit is brought by Landlord for an unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Tenant arising under this agreement or by law, then Tenant agrees to pay Lessor all the costs in connection with the same, including, but not limited to, reasonable attorney's fees, whether or not the action or actions proceed to judgment.

GOVERNING LAW. It is agreed that this lease agreement will be governed by, construed, and enforced in accordance with the laws of _____.

WAIVERS. Waiver by Landlord of any breach of any covenant or duty of Tenant under this lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties herein and supersedes and cancels any and all prior agreements between the Parties whether oral or written, with respect to such subject matter. This Agreement may be amended or modified only by express written consent signed the Landlord.

CAPTIONS FOR CONVENIENCE.All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ELECTRONIC SIGNATURES. This Agreement and related documents entered into in connection with this Agreement are signed when a Party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the Parties agree to meet the terms of the provisions above and have executed this Agreement the day and year first above written.

Dated: _____

Dated: _____

Landlord's Signature

Tenant's Signature

Tenant's Signature

Landlord's Printed Name

Tenant's Printed Name

Tenant's Printed Name

Lanlord's Contact Information:

Tenant's Contact Information:

Address: _____

Phone Number: _____

Email Address: _____

Address: _____

Phone Number: _____

Email Address: _____

Additional Tenant's Contact Information:

Address: _____

Phone Number: _____

Email Address: _____