

# Month-to-Month Residential Rental Agreement

## Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between \_\_\_\_\_ (“Tenant”) and \_\_\_\_\_ (“Landlord”). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

## Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at \_\_\_\_\_ (“the premises”), together with the following furnishings and appliances:

\_\_\_\_\_.

Rental of the premises also includes

\_\_\_\_\_.

## Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than \_\_\_\_\_ is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## Clause 4. Term of the Tenancy

The rental will begin on \_\_\_\_\_, \_\_\_\_\_, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant \_\_\_\_\_ days' written notice. Tenant may terminate the tenancy by giving the Landlord \_\_\_\_\_ days' written notice.

## Clause 5. Payment of Rent

*Regular monthly rent.*

Tenant will pay to Landlord a monthly rent of \$ \_\_\_\_\_, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise: \_\_\_\_\_.

*Delivery of payment.*

Rent will be paid:

by mail, to \_\_\_\_\_

in person, at \_\_\_\_\_

*Form of payment.*

Landlord will accept payment in these forms:

personal check made payable to \_\_\_\_\_

cashier's check made payable to \_\_\_\_\_

credit card

money order

cash

*Pro-rated first month's rent.*

For the period from Tenant's move-in date, \_\_\_\_\_, \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ \_\_\_\_\_.

This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the \_\_\_\_\_ day after it's due, Tenant will pay Landlord a late charge as follows: \_\_\_\_\_.

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount

due under this Agreement is returned for lack of sufficient funds, a “stop payment,” or any other reason, Tenant will pay Landlord a returned check charge of \$\_\_\_\_\_.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$\_\_\_\_\_ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within \_\_\_\_\_ days after Tenant has vacated the premises, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Additional terms of security deposit: \_\_\_\_\_.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: \_\_\_\_\_.

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, as authorized below or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, except properly trained dogs needed by disabled persons and \_\_\_\_\_ under the following conditions: \_\_\_\_\_.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant \_\_\_\_\_ notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for

\_\_\_\_\_ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

*a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

*b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Tenant Rules and Regulations**

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

**Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party  shall not /  shall recover reasonable attorney fees and court costs.

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures: \_\_\_\_\_

**Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

[ ] The Landlord, at the following address: \_\_\_\_\_

[ ] The manager, at the following address: \_\_\_\_\_

[ ] The following person, at the following address: \_\_\_\_\_

**Clause 22. Additional Provisions**

Additional provisions are as follows:

\_\_\_\_\_  
\_\_\_\_\_

**Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

\_\_\_\_\_  
Date                      Landlord or Landlord's agent                      Title

\_\_\_\_\_

Street address

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City, state, & zip	Phone
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Date	Tenant	Phone
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Date	Tenant	Phone
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Date	Tenant	Phone
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