

**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**

_____ (“Landlord”) and
_____, (“Tenant”) agree as follows:

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ (“Premises”).

B. The following personal property is included: _____

2. TERM: The term begins on (date) _____ (“Commencement Date”), **(Check A or B):**

A. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

B. Lease: and shall terminate on (date) _____ at _____ AM/PM.
Any holding over after the term of this Agreement expires, with Landlord’s consent, shall create a month-to-month tenancy which either party may terminate as specified in paragraph 2A. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT:

A. Tenant agrees to pay rent at the rate of \$ _____ per month for the term of the Agreement.

B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the first day of the month, rent shall be prorated based on a 30-day period. If Tenant has paid one full month’s rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.

D. PAYMENT: The rent shall be paid to (name) _____, at (address) _____, or at any other location specified by Landlord in writing to Tenant.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be held in an Owner’s account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant’s default in payment of rent, Late Charges, NSF fees, or any other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 30 days after Tenant vacates the Premises, returns keys and leaves forwarding address, Landlord shall (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (2) return any remaining portion of security deposit to Tenant.

C. If security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If security deposit is held in Owner’s Broker’s trust account, **and** Broker’s authority is terminated before expiration of this Agreement, **and** security deposits are released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for security deposit.

5. MOVE-IN COSTS RECEIVED/DUE:

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
Total _____				

Tenant and Landlord acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

Tenant’s Initials (_____) (_____) Landlord’s Initials (_____) (_____)

6. **PARKING: (Check A or B)**
 A. Parking is permitted as follows: _____
 The right to parking is, is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.
- OR** B. Parking is not allowed on the Premises.
7. **STORAGE: (Check A or B)**
 A. Storage is permitted as follows: _____
 The right to storage space is, is not, included in the rent charged pursuant to paragraph 3. If not included in rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material.
- OR** B. Storage is not permitted on the Premises.
8. **LATE CHARGES/NSF CHECKS:** Tenant acknowledges that either late payment of rent or issuance of a non-sufficient funds ("NSF") check may cause Landlord to incur costs and expenses. If any installment of rent due from Tenant is not received by Landlord within 5 (or _____) calendar days after the due date, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ as Late Charge and \$25.00 as a NSF fee, either or both of which shall be deemed additional rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.
9. **CONDITION OF PREMISES:** Tenant has examined Premises, all furniture, furnishings, appliances and landscaping, if any, and fixtures, including smoke detector(s).
(Check one:)
 A. Tenant acknowledges that these items are clean and in operative condition, with the following exceptions _____

 B. Tenant's acknowledgment of the condition of these terms is contained in an attached statement of condition.
 C. Tenant will provide Landlord a list of items which are damaged or not in operable condition within 3 (or _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
 D. Other: _____
10. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy or law enforcement, crime statistics, registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
11. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____
 except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined by Landlord.
12. **OCCUPANTS:** The Premises are for the sole use as a personal residence by the following named persons only: _____

13. **PETS:** No animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except _____

14. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
15. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT:** (If checked) The Premises is a unit in a condominium, planned unit, or other development governed by an owner's association. The name of the owner's association is _____
 Tenant agrees to comply with all covenants, conditions and restrictions, by-laws, rules and regulations and decisions of owner's association. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by owner's association or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

Tenant and Landlord acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.
 Tenant's Initials (_____) (_____) Landlord's Initials (_____) (_____)

16. **MAINTENANCE:**
A. Tenant shall properly use, operate, and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests and invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing or tree roots invading sewer lines.
B. Landlord, Tenant, shall water the garden, landscaping, trees and shrubs, except _____
C. Landlord, Tenant, shall maintain the garden, landscaping, trees and shrubs, except _____
17. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, without Landlord's prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
18. **KEYS/LOCKS:**
A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):
 _____ key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s).
 _____ keys(s) to mailbox, _____
 _____ keys(s) to common area(s), _____
- B.** Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
19. **ENTRY:** Tenant shall make Premises available to Landlord or representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that twenty-four hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or representative may enter Premises at any time without prior notice.
20. **SIGNS:** Tenant authorizes Landlord to place For Sale/Lease signs on the Premises.
21. **ASSIGNMENT/SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer, or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease, and does not release Tenant of Tenant's obligation under this Agreement.
22. **LEAD PAINT (CHECK IF APPLICABLE):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives, and Tenant acknowledges receipt of, the disclosures and the federally approved lead pamphlet.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall: (a) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord in the same condition as referenced in paragraph 9; (e) clean Premises, including professional cleaning of carpet and drapes; (f) give written notice to Landlord or Tenant's forwarding address, and (g) _____
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In addition to any obligations established by paragraph 24, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental.
26. **TEMPORARY RELOCATION:** Tenant agrees, upon demand of Landlord, to temporarily vacate Premise for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate Premises.
27. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If Agreement is not terminated, Landlord shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in rent shall be made.

Tenant and Landlord acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

Tenant's Initials (_____) (_____) Landlord's Initials (_____) (_____)

28. **INSURANCE:** Tenant's personal property and vehicles are not insured by Landlord or, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance (Renter's Insurance) to protect Tenant from any such loss.
29. **WATERBEDS:** Tenant's shall not use or have waterbeds on the Premises unless: (a) Tenant obtains a valid waterbed insurance policy; (b) Tenant increases the security deposit in an amount equal to one-half of one month's rent; and (c) the bed conforms to the floor load capacity of Premises.
30. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
31. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
 Landlord: _____ Tenant: _____

32. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the credit report(s), or (b) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

34. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

The following ATTACHED supplements are incorporated in this Agreement: _____

35. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.

Signature of interpreter/translator _____ Date _____

Tenant and Landlord acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

Tenant's Initials (_____) (_____) Landlord's Initials (_____) (_____) _____

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____
(owner or agent with authority to enter into this lease)

Landlord _____ Date _____
(owner or agent with authority to enter into this lease)