

Month to Month Residential Rental Agreement

Parties:

This Agreement is entered into between _____ (hereinafter referred to as "Tenant") and _____ ("Tenant") and _____ (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Premises:

WITNESSETH: That in consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the 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: _____ subject to the terms and conditions in this Agreement. Rental of the premises also includes: _____.

Term:

The term of 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.

Payment of Rent:

The total rent for the term of this agreement is _____ Dollars (\$ _____), payable at a rate of _____ Dollars (\$ _____) per month in advance, the first installment to be made on _____, 20____ and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion.

Prorated first month's rent:

If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent of \$ _____ for the period from Tenant's move-in date through the end of the month, This amount will be paid on or before the date the Tenant moves in.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of Fifteen Dollars (\$15.00) will be assessed.

Late Charges:

If Tenant fails to pay the rent in full before the end of the _____ day after it's due, Tenant will be assessed a late charge of five percent (5%) of the amount of rental due for the monthly rental period. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Additional Rent:

All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, whether or not the same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as same.

Tenant Examination and Acceptance of Premises:

The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the

leased premises and all common areas in a habitable condition, pursuant to applicable State law.

Occupancy and Use:

The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement and the following minor children: _____ . The premises shall be occupied by no more than _____ () persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord.

Multi Family / Condominium Addendum

Where this lease applies to a multi-family dwelling or a condominium, Tenant hereby acknowledges that Tenant has been made aware of any special conditions affecting the leased property, as set forth in the attached addendum bearing the signatures of all parties concerned and hereby made a part of this lease agreement; and further, Tenant agrees to abide by the conditions as set forth in said addendum. Addendum attached [] Yes [] No

Disturbances and Violation of Laws:

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident.

Security Deposit and Return Thereof:

Tenant has deposited with Landlord the sum of _____ Dollars (\$ _____), which sum does not exceed two (2) months rent or \$50.00, whichever is greater, per dwelling unit leased under this Lease which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees, employees, tradespeople or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant has the right to be present at the time of inspection to determine if any damages were done to the premises if Tenant notifies Landlord by certified mail of his intention to move, date of moving, and new address. The notice shall be mailed at least fifteen (15) days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of time and date when premises are to be inspected. The date shall occur within five (5) days before or five (5) days after date of moving as designated in Tenant's notice. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over.

The Landlord hereby acknowledges receipt of the aforesaid deposit which shall be deposited by Landlord in an interest bearing escrow account and which deposit shall be made within thirty (30) days after receipt of said funds in a banking or savings system within the State of _____ and which account shall be devoted exclusively to security deposit(s). The Landlord shall, upon written request, promptly provide the Tenant with a written list of all existing damages, and such request by the Tenant must be made within fifteen (15) days of the Tenant's occupancy. Within 30 days after the end of the tenancy, the Landlord shall return the deposit to the Tenant, together with simple interest which shall have accrued in the amount of _____ percent (%) per annum less any damages rightfully withheld. Interest shall accrue at three (3) month intervals from the day Tenant gives Landlord the said deposit. Interest shall not be compounded.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord. In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee sublessee, the security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and the Landlord shall have no further liability with respect to return of such security deposit to the assignor.

Tenant acknowledges that this paragraph constitutes written notice to him at time of payment of security deposit of his rights under applicable law.

Application for Lease:

Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:

If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed.

Insurance:

Tenant will do nothing and permit nothing to be done on the premises which will contravene any fire insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire insurance policy, Tenant shall pay such increase. Tenant shall, in addition, purchase and maintain insurance which provides public liability coverage and also provides for the protection of Tenant's personal property. A copy of the insurance policy or certificate thereof shall be delivered to the Landlord within five (5) days after occupancy of the demised premises by the Tenant. Such policy shall further provide that the same shall not be canceled without five (5) days prior notice to landlord.

Utilities:

Tenant will pay all utility charges, including gas, water, electric, refuse collection, telephone, fuel charges and other utilities for the premises as and when the same shall become due and make all required deposits therefor. Tenant agrees to furnish a receipt of payment of water bill for the above premises to Landlord at termination of this Lease, or any extension, or renewal thereof.

Alterations and Repairs by Tenant:

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent.

Assignment of Agreement and Subletting:

Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Tenant's Maintenance, Cleanliness and Sanitation Responsibilities:

Tenant will 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 and any additions or alterations authorized by Landlord.

Tenant shall perform all routine maintenance required to keep the premises and equipment from premature failure and excessive wear or improper operation. The Tenant shall promptly report to the Landlord any system or equipment failure or problem about the premises that could result in further damage to the property so that Landlord may take proper corrective action.

The Tenant, at no cost to the Landlord, shall be responsible for:

- 1) Keeping grass and shrubbery cut and trimmed
- 2) Promptly removing ice and snow from walkways, steps and driveway
- 3) Keeping trash and garbage in covered containers, stored in area designated by Landlord, and placed for pick-up at designated area on designated days.
- 4) Replacement of light bulbs, uses, faucet washers, heater filters, and minor maintenance items.
- 5) Keeping downspouts, gutters, and yard clear of leaves and debris.

The Tenant shall be held responsible for any direct and /or consequent damage to the premises and for the cost of such repair caused by any negligence either by action or lack of action on the part of the Tenant, Tenant's family, guests, employees or pets. Such damage shall be deemed as being additional rent due and payable within thirty (30) days from date of submission of bill to Tenant by Landlord.

Regardless of who is liable for cost of repairs, no repair shall be made without the prior written approval of the Landlord.

Pets:

No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy.

Surrender of Premises:

Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted.

Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action deemed necessary by the Landlord to accomplish same shall be taken by the Landlord at the Tenant's expense.

Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:

In the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant twenty-four (24) hours notice before entering.

During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord or his duly authorized representative, may enter the premises to exhibit the same to other persons and to place a "For Rent" or "For Sale" sign thereon.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. If Tenant shall hold over after the expiration of the term of this Lease, he shall, in the absence of any written agreement to the contrary, be a tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

Property Damage - Destruction of Property:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and this Lease shall remain in full force and effect without any abatement of rent.

Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:

Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Credit Check Authorization:

The Tenant has authorized the Landlord, or his duly authorized representative, to order and to obtain, at Tenant's expense, a Consumer Report (Credit Report) from a Consumer Reporting Agency to be used in connection with the execution of this Lease. The Tenant hereby authorizes the Landlord or his duly authorized representative to disclose to the Landlord or any other party directly involved in this transaction with the credit information provided by such Consumer Reporting Agency or by the Tenant. This Lease is contingent upon receipt of and Landlord's approval of a satisfactory credit report of Tenant. If Landlord shall fail to approve Tenant's credit, then any deposit monies paid hereunder will be returned to the Tenant.

Default:

In the event of any default hereunder or if the Landlord shall at any time deem the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his family, servant, guests, invitees, or causing annoyance to other tenants in said building, or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice to quit and vacate the premises and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:

In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease or under law, Tenant agrees to be liable for such expenditures as allowed by law and reasonable attorney's fee for the Landlord, and all such costs shall be deemed additional rent hereunder.

Agents and Authority to Receive Legal Papers:

Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises. The Landlord, any person managing the premises and anyone designated by the Landlord as agent 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: _____.
- [] _____, at the following address: _____.

Time:

Time is of the essence of this agreement.

Radon Gas Disclosure: As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ county. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding:

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect.

Tenant acknowledges receipt of an executed copy of this Lease.

Landlord/Agent's signature: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Witness to Landlord's Signature: _____

Print name: _____ Date: _____

Tenant's signature: _____

Print name: _____ Date: _____

Witness to Tenant's Signature: _____

Print name: _____ Date: _____