

# MONTH-TO-MONTH LEASE AGREEMENT

This Lease Agreement (hereinafter, the "Lease Agreement") is dated as of \_\_\_\_\_ (hereinafter, the "Effective Date") and is entered into by and between \_\_\_\_\_ (hereinafter, the "Landlord") and the following residents:

\_\_\_\_\_  
(hereinafter, the "Tenant(s)").

The Landlord and the Tenant(s) agree as follows:

## 1. PROPERTY AND OCCUPANTS

A. The Landlord rents to the Tenant(s) and the Tenant(s) rents from the Landlord the real property and improvements described as: \_\_\_\_\_ (the "Premises"), located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

B. The premises are for the sole use as a personal residence by the Tenant(s) mentioned above only. Without the Landlord's written permission, no other persons are allowed to live there, even temporarily, nor may the dwelling be sublet or used for business purposes.

## 2. TERM

The term of this Residential Lease Agreement begins on \_\_\_\_\_ (the "Commencement Date") and shall continue from that date as a month-to-month tenancy. In order to terminate the tenancy, and following the state statutes, the Landlord or Tenant(s) must give the other party a written \_\_\_\_ days notice of non-renewal. The Tenant(s) may only terminate their Agreement on the last day of any month and the Landlord must receive written notification of non-renewal at least \_\_\_\_ days before the last day of that month. If the Tenant(s) plans to leave the first day or after of any month, they are responsible for that month's full rent. If the Tenant(s) does not provide the Landlord with a written \_\_\_\_ days' notice, they shall forfeit their full deposit amount.

## 3. RENT; LEASE PAYMENTS

"Rent" shall mean all monetary obligations of the Tenant(s) with the Landlord under the terms of this Agreement, except the Security Deposit.

The Tenant(s) agrees to pay \$\_\_\_\_\_, on the first day of each calendar month, and is delinquent on the next day. Payments shall be made to the Landlord at the address previously provided. The Landlord may change the address from time to time provided that the Tenant(s) is given notice of such change by the Landlord.

#### **4. SECURITY DEPOSIT**

The security deposit on this dwelling is \$ \_\_\_\_\_. If the Tenant(s) leave the property reasonably undamaged, it would be refundable. This deposit shall be returned to the Tenant(s) if the Landlord does not intend to impose a claim on the security deposit in \_\_\_ days after Tenant(s) has/have moved out completely and returned the keys. In case of any damage caused by the Tenant(s), the Tenant's family, or visitors to the Property, the Landlord may use part or all of the security deposit to repair the dwelling. The Landlord shall have \_\_\_ days to give the Tenant written notice by certified mail to the Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim.

#### **5. MAINTENANCE**

The Landlord shall keep the property maintained at all times and perform all repairs reasonably necessary. The Landlord's primary duty shall be to make sure that the premises are in a safe, livable condition and to warranty the habitability of the Property.

The Tenant(s) recognizes that the Landlord may have to enter the Premises from time to time to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services to keep the Premises in good condition. Thus, the Tenant(s) shall permit the entry to the Premises to the Landlord or the Landlord's authorized agent for these purposes or to show the Premises to prospective or actual purchasers, potential tenants, mortgagees, lenders, appraisers, or contractors.

#### **6. NOTICE**

Notices under this Lease Agreement may only be considered valid if served at the following address, or at any other location subsequently designated:

LANDLORD:

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

TENANT:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**7. MODIFICATION**

The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties.

**8. GOVERNING LAW**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State where the Property is located.

**9. ADDITIONAL PROVISIONS; DISCLOSURES:**

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Violation of any part of this Agreement or failure to pay rent when due will result in eviction under applicable code sections. The prevailing party (shall/shall not) recover reasonable legal service fees involved.

**IN WITNESS WHEREOF, the Landlord and the Tenant(s) have executed this Lease Agreement in the manner prescribed by law as of the Effective Date.**

**LANDLORD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_