

MONTH-TO-MONTH RENTAL AGREEMENT

This Month-to-Month Rental Agreement ("Agreement") is made on [date] between:

Landlord: [Landlord's full legal name], of [Landlord's mailing address] ("Landlord"), and

Tenant(s): [Tenant's full legal name] and [additional tenant's full legal name, if any] (together, "Tenant").

Each person signing as Tenant is jointly and individually responsible for all of Tenant's obligations under this Agreement.

1. Property

Landlord rents to Tenant the residence at [street address, unit number, city, state, ZIP] (the "Property"), including [parking, storage, furnishings, or "N/A"].

2. Term

The tenancy begins on [start date] and continues from month to month. It renews automatically at the end of each monthly period until either party ends it as described in Section 3.

3. Ending the Tenancy

Tenant may end this Agreement by giving Landlord at least [number] days' written notice. Landlord may end this Agreement by giving Tenant at least [number] days' written notice, or any longer notice required by law, and only for a reason permitted by state and local law where the law requires one. Unless the parties agree otherwise in writing, the tenancy ends on the last day of the rental period after the notice period runs.

4. Rent

Tenant will pay rent of [\$ amount] per month, due on the [day, e.g. 1st] day of each month, by [payment method] to [payee and address or account details]. Rent for any partial month is prorated by the day.

5. Changes to Rent or Terms

Landlord may change the rent or other terms of this Agreement only by giving Tenant at least [number] days' written notice, or any longer notice required by law, and only within any limits set by state or local law.

6. Late Payment

If rent is not received within [number] days after the due date, Tenant will pay a late fee of [\$ amount], as long as that amount is permitted by law.

7. Security Deposit

Tenant will pay a security deposit of [\$ amount] on or before [date]. After Tenant moves out and returns the keys, Landlord will return the deposit, minus lawful deductions for unpaid rent or damage beyond normal wear and tear, with an itemized list of deductions, within the time required by state law.

8. Utilities and Services

- Electricity: ☐ Landlord ☐ Tenant
- Gas: ☐ Landlord ☐ Tenant
- Water and sewer: ☐ Landlord ☐ Tenant
- Trash: ☐ Landlord ☐ Tenant
- Internet: ☐ Landlord ☐ Tenant

9. Occupants, Guests and Pets

Only the Tenant(s) named above and [other occupants, or "None"] may live at the Property. Guests may stay no more than [number] consecutive days without Landlord's written consent, which Landlord will not unreasonably withhold.

Pets: ☐ Not allowed ☐ Allowed: [type and number], with a pet deposit of [\$ amount] if permitted by law.

Smoking and vaping inside: ☐ Not allowed ☐ Allowed

10. Maintenance and Repairs

Tenant will keep the Property clean, use it with care, and promptly report any needed repair to Landlord in writing. Tenant will pay for damage caused by Tenant, occupants, guests or pets beyond normal wear and tear.

Landlord will keep the Property safe and habitable as required by law and make needed repairs within a reasonable time after notice. Tenant will not make alterations or change locks without Landlord's written consent.

11. Landlord's Entry

Landlord may enter at reasonable times to inspect, repair, or show the Property after giving at least [number] hours' notice, or any longer notice required by law. In an emergency, Landlord may enter without advance notice.

12. Subletting

Tenant may not sublet or assign this Agreement without Landlord's written consent, except where the law gives Tenant a right to do so.

13. Move-Out

When the tenancy ends, Tenant will leave the Property clean and in the same condition as at move-in, except for normal wear and tear, and return all keys. The parties will ☐ complete ☐ not complete a move-in condition checklist, which if completed is attached.

14. Default

If either party breaks this Agreement, the other party may use the remedies available under law. Landlord may remove Tenant only by following the notice and court procedures required by state and local law.

15. Lead-Based Paint Disclosure

- ☐ The Property was built in 1978 or later.
- ☐ The Property was built before 1978. A signed lead-based paint disclosure form and the EPA pamphlet "Protect Your Family From Lead in Your Home" are attached and form part of this Agreement.

16. Notices

Notices must be in writing and delivered by hand, by mail, or by email to the addresses below, unless the law requires a specific delivery method for a particular notice.

- Landlord: [address and email]
- Tenant: the Property address and [email]

17. General Terms

Entire agreement. This Agreement and its attachments are the entire agreement between the parties about the Property.

Amendments. Changes must be in writing, except for changes Landlord makes by proper written notice under Section 5.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Landlord

Signature: _____

Name: [full name]

Date: [date]

Tenant

Signature: _____

Name: [full name]

Date: [date]

Second Tenant (if any)

Signature: _____

Name: [full name]

Date: [date]