

MONTH-TO-MONTH LEASE AGREEMENT

1. **THE PARTIES.** This Month-to-Month Lease Agreement (the "Agreement") made on _____, 20____, is between:

Landlord: _____ ("Landlord")
Mailing Address: _____
E-Mail: _____
Phone: _____

Tenant: _____ ("Tenant")
Mailing Address: _____
E-Mail: _____
Phone: _____

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties." The Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **OCCUPANTS.** The Premises is to be occupied with the following individuals allowed to reside on the Premises (in addition to the Tenant): (check one)

- **Occupants.** _____.
 - **No Occupants.**

3. **PROPERTY.** The Landlord agrees to lease a property to the Tenant located at: _____ ("Premises").

4. **LEASE TERM.** The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on _____, 20____, and ending upon written notice of ____ days from either party or the time period required under Governing Law, whichever is lesser ("Lease Term").

5. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$_____ ("Rent"). The Rent shall be due on the ____ day of each month ("Due Date").

Payment Instructions: _____.

6. **LATE FEE.** If Rent is not paid by the Due Date: (check one)

- **Late Fee Applied.** The Tenant will be charged a fee of \$_____. Rent is considered late if it has not been paid within ____ day(s) after the Due Date.

- **No Late Fee.** There shall be no late fee if Rent is paid after the Due Date.

7. **RETURNED CHECKS (NSF FEE).** If the Tenant pays Rent with a check that does not clear due to insufficient funds, the following shall be applied: (check one)

- **Fee.** The Tenant shall be required to pay a fee of \$_____ per incident.
- **No Fee.** The Tenant will NOT be required to pay a fee.

8. **SECURITY DEPOSIT.** As part of this Agreement: (check one)

- **Security Deposit Required.** The Landlord requires a payment of \$_____ (“Security Deposit”) for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant in accordance with the return period provided under Governing Law. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- **No Security Deposit.** The Landlord does not require the Tenant to pay a Security Deposit.

9. **FURNISHINGS.** The Premises is: (check one)

- **Furnished.** The Landlord has furnished the Premises with the following items: _____.
- **Not Furnished.** Property is not furnished except for the following items: _____.

10. **UTILITIES.** The Tenant agrees to pay for all the utilities and services in connection to the Premises EXCEPT for the following provided by the Landlord: _____.

11. **PETS.** The pet rules are as follows: (check one)

- **Pets Allowed.** Pets are permitted on the Premises under the following rules:
Maximum Number (#) of Pets: _____
Pet Types: _____
Maximum Weight per Pet: _____ Pounds
Deposit: \$_____ / Pet
- **Pets Not Allowed.** Pets are not permitted on the Premises except for those protected under Federal or State disability or emotional support laws.

12. **PARKING.** The Landlord agrees to provide the Tenant: (check one)

- **Parking.** _____ parking spaces shall be provided on-location off-location that is: (check one)

- **Paid.** A fee of \$_____ shall be paid monthly per parking space.

- **Free.** Parking is provided complimentary as part of this Agreement.

- **No Parking.**

13. SMOKING POLICY. The smoking policy is as follows: (check one)

- **Smoking Allowed.** Smoking is allowed in the following areas: (check one)

- **All areas (unrestricted).**

- **Specific areas:** _____.

- **Smoking is Not Allowed.** Smoking is prohibited anywhere on the Premises.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of _____ (“Governing Law”).

15. LEAD-BASED PAINT. The Premises was built (check one):

- **Prior to 1978.** An attachment titled “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” has been affixed to the Agreement and must be initialed and signed by the Parties.

- **1978 or Later.** No attachments are required.

16. SUBLETTING. The act of subletting by the Tenant is: (check one)

- **Allowed.** The Landlord allows the Tenant to sublet the Premises provided that no agreement can be made between the Tenant and a subtenant for a period beyond the Lease Term.

- **Not Allowed.** Unless written consent is granted by the Landlord in a separate agreement, subletting is strictly prohibited.

17. ADDITIONAL TERMS & CONDITIONS.

18. NOTICES. Notice can be sent by either of the Parties to the aforementioned physical and electronic methods as listed in Section 1 of this Agreement.

19. LANDLORD'S ACCESS. The Landlord has the right to enter the Premises for repairs, maintenance, or showings to prospective tenants, buyers, or other reasons. In the event of this type of entry, the Landlord shall provide at least 24 hours' notice or the required notice as required under Governing Law, whichever is lesser.

20. EXECUTION. By signing below, the Landlord and Tenant agree to all terms and conditions of this Agreement.

Landlord: _____ **Date:** _____
Print Name: _____

Tenant: _____ **Date:** _____
Print Name: _____

Tenant: _____ **Date:** _____
Print Name: _____