

WEEK TO WEEK RENTAL AGREEMENT

This Week to Week Rental Agreement (this "Agreement") is made and entered into as of _____, and is between _____ ("Landlord") and _____ ("Tenant").

RECITALS

WHEREAS, Landlord owns or is the property manager of the real property and improvements thereon known by street address as _____ Unit Number _____ (the "Leased Premises").

WHEREAS Landlord desires to lease the Leased Premises to Tenant on a week-to-week basis, and Tenant desires to lease same from Landlord upon such terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and agreements set forth herein, Landlord and Tenant do covenant, promise, and agree with each other as follows:

1. **PREMISES:** Upon the terms and conditions set forth herein, Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases same from Landlord.

2. **USE:** Tenant shall use the Leased Premises for residential use only.

Pets are prohibited.

Pets are permitted, but only as follows immediately below.

Pet rules: _____

Tenant must clean up after any pet.

This Agreement includes parking.

No parking is included in this Agreement.

Parking rules: _____

Any vehicle parked at the Leased Premises must be registered with Landlord. Landlord has the right to tow vehicles parked in the incorrect location or not registered with Landlord.

The Leased Premises are furnished by Landlord.

Insert description of furnishings/linens/household effects included in this Agreement:

The Leased Premises are unfurnished.

This Agreement includes the right to use the follow common areas, on a non-exclusive basis:



3. **WEEK-TO-WEEK:** This Agreement shall be on a week-to-week basis, and shall commence on _____ (the "Commencement Date").

Specific end date: _____

This Agreement shall continue on a week-to-week basis until terminated as provided herein. Either party may terminate this Agreement by providing not less than Seven (7)-days advance written notice of termination to the other party. Rent for any partial period will be prorated.

4. **RENT:** Rent shall be \$ _____ per week. Rent must be paid in advance, on or before _____ of each week.

Utilities fee: \$ _____ (due together with Rent, on the same day)

Late fee: \$ _____ (if Rent is more than 3 days late)

NSF/bad check fee: \$ _____ (for each returned check)

Lost key/lost remote fee: \$ _____

After one NSF check from Tenant, Landlord reserves the right to require Rent by electronic deposit, cashier's check or money order.

5. **SECURITY DEPOSIT:** Before occupying the Leased Premises, Tenant shall provide a security deposit to Landlord in the amount of \$ _____. Landlord shall have the right to apply the security deposit at the end of the Agreement towards any unpaid rents due hereunder, and/or to repair any damage to the Leased Premises caused by Tenant (reasonable wear and tear excepted). Landlord shall return the unused security deposit (if any) promptly following the Agreement termination, strictly in accordance with applicable law within 30 days of Tenant vacating the Leased Premises, and shall provide Tenant with an itemized statement of any uses or applications by Landlord of the security deposit.

Before the Commencement Date, the parties shall do a walk-through or inspection of the Leased Premises and shall note in writing any damage.

6. **MAINTANANCE, REPAIRS, ALTERATIONS:** Throughout the term, Landlord shall be responsible for the repair and maintenance of the Leased Premises, including all structural aspects of the Leased Premises, the HVAC system, appliances, plumbing and electrical; *provided, however* that if any such item requires repair, maintenance or replacement due to damage caused by Tenant (or a guest or invitee of Tenant or other occupant at the Leased Premises), the cost of such repair, replacement or maintenance shall be the sole responsibility and cost of Tenant and Tenant hereby agrees to indemnify Landlord for same.

Requests for maintenance and repairs shall be made to the following address or person:

Tenant shall not make any alterations or improvements to the Leased Premises without the express prior written consent of Landlord, which shall be in Landlord's sole discretion. Any changes to the property or items affixed to the Leased Premises that are not readily removable without damage to the property shall become part of the property and shall become owned by Landlord upon Lease termination or expiration.



Except as expressly provided herein and as may otherwise be required by applicable law, the Leased Premises are provided to Tenant on an as-is/where-is basis.

7. **INSURANCE; INDEMNIFICATION**: Landlord shall not under any circumstances be responsible for theft or damage to Tenant's personal property, furniture, clothing, vehicles, equipment, electronics or any other personal effects. Accordingly, Landlord recommends that Tenant obtain and maintain throughout the Term, at Tenant's sole cost and expense, a policy of Renter's Insurance. Tenant hereby agrees to indemnify and hold harmless Landlord (and Landlord's affiliates) from and against all injury, liability, damage, cost or expense incurred or suffered by Landlord (or its affiliates) under this Agreement, unless same is due to the negligence or willful misconduct of Landlord.

8. **ASSIGNMENT AND SUBLET**: Tenant shall not assign or sublease this Agreement or the Leased Premises, whether in whole or in part, without the express prior written consent of Landlord, which shall be in Landlord's sole discretion. Tenant shall remain liable under this Lease for all Rents following a lease assignment or sublet.

9. **TERMINATION**: Upon termination of this Agreement, Tenant shall vacate the Leased Premises and surrender all keys and gate openers (if any) to Landlord. Tenant shall leave the Leased Premises in vacant and broom clean condition, in as good a condition as it existed at the Commencement Date, reasonable wear and tear excepted. If Tenant leaves any furniture, vehicles, clothing, electronics, or other personal effects at the Leased Premises after the Agreement termination and fails to remove same, Landlord shall be entitled to declare same abandoned in accordance with applicable law, and shall have the right to dispose of same.

10. **ENTRY; SALE BY LANDLORD**: Landlord (including its representatives), upon reasonable advance notice to Tenant, shall have the right to enter the Leased Premises at all reasonable times to inspect and examine the Leased Premises and to make alterations, repairs, maintenance and replacements as necessary for the preservation thereof. No prior notice shall be required in an emergency situation. Landlord has the right to sell the Leased Premises at any time and reserves the right to display "for sale" and "for rent" signs at the property. This Agreement and Tenant's rights hereunder are subject and subordinate to any mortgage, deed of trust, or other financings upon the Leased Premise, whether now existing or hereafter entered into, including any amendments, extensions, and refinancings thereof.

11. **NOTICES**. Any notice to a party hereto shall be provided as follows:

If to Landlord:

Ph: _____
Email: _____

If to Tenant:

Ph: _____
Email: _____

12. **DEFAULT**: Failure to pay rent, utilities or other financial obligation when due, subject to a 3-day grace period, constitutes a default hereunder. Breach or violation of any other term of provision in this Agreement also constitutes a default hereunder, upon not less than 10 days



advance written notice. Any notice of default shall be provided in writing, and thereafter Landlord shall have available to it all rights and remedies to enforce this Agreement and to seek damages under this Agreement, whether available at law or in equity, and Landlord may terminate this Lease, and may serve a notice to quit and/or pursue eviction or unlawful detainer in accordance with applicable law. Tenant shall reimburse and indemnify Landlord for all costs and expenses incurred by Landlord in the enforcement of this Agreement, including reasonable legal fees.

13. **SEVERABILITY:** If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement (to the minimum extent necessary in order to be enforceable or valid), and the remainder of this Agreement shall remain in full force and effect and shall not be impacted by such finding

14. **LEAD-BASED PAINT DISCLOSURE:** If the Leased Premises were built before 1978, Tenant acknowledges receipt of the lead-based paint disclosure, as required by applicable law.

15. **ADDITIONAL TERMS AND PROVISIONS:** This Agreement shall be governed by, and construed in accordance with the laws of the State in which the Leased Premises are located. Any amendment to this Agreement must be in writing in order to be enforceable. Tenant shall not disrupt any other occupant, tenant, or visitor at any adjacent property owned or managed by Landlord. Tenant must in all times comply with the law and all applicable legal requirements. Any violation of the law at the Leased Premises may constitute an immediate default and shall give Landlord the right to declare this Agreement in default and to pursue all rights and remedies available to Landlord. Tenant shall not bring any hazardous substances onto the Leased Premises, or any other items or materials that may be noxious or a nuisance to others. This Agreement shall be binding on the parties hereto and their respective heirs, successors and permitted assigns.

16. **OTHER TERMS AND REQUIREMENTS:** _____

THIS AGREEMENT, signed and delivered as of the date set forth above.

Landlord:

By: _____
Its: _____
Name: _____

Tenant:

By: _____
Name: _____



This form was created by [FormsPal.com](https://www.FormsPal.com).

If you want to learn more about Lease Agreement, read more in our general category

[Lease Agreement Templates.](#)

