

ROOM RENTAL AGREEMENT

This Room Rental Agreement (this "Agreement") is between _____
("Owner") and _____ ("Renter") and is dated _____.

1. Room Rental.

(a) Owner hereby rents or sublets the following room (the "Room") to Renter:

Property Address (the "Property"): _____

Description of Room: _____

Description of Parking Rights, if any: _____

Renter also has the following right:

- Private Bathroom
- Shared Bathroom

(b) Renter has shared (non-exclusive) use of the following rooms at the Property:

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Kitchen | <input type="checkbox"/> Laundry Room | <input type="checkbox"/> Dining Room |
| <input type="checkbox"/> TV Room | <input type="checkbox"/> Exercise Room | <input type="checkbox"/> Theater |
| <input type="checkbox"/> Basement | <input type="checkbox"/> Family Room | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Storage Area | <input type="checkbox"/> Pool/Spa | <input type="checkbox"/> Outdoor Space |

(c) All uses shall be for residential purposes only. Renter shall at all times maintain reasonable noise levels and common courtesy so as not to unnecessarily or unduly disrupt any other residents, tenants, occupants or visitors at the property. Noisy activities (such as laundry, cooking, vacuuming, etc.) shall be done on a schedule to be agreed upon by the parties from time to time, based on reasonableness and courtesy.

(d) Renter shall at all times while at the Property, comply with the law and shall not engage in any illegal activities. The Room is leased to Renter on an as-is / where-is basis, with no representations or warranties whatsoever, except as specifically stated in this Agreement. Renter shall take care to lock the door to Property when leaving the premises, as appropriate, in order to assure the safety and comfort of all residents at the Property. Renter shall not enter the private rooms or spaces of other renters or occupants of the Property unless such other renter or occupant consents to such entry. Renter shall clean up after himself/herself (including washing dishes), particularly regarding the shared spaces within the Property, properly dispose of his/her trash on a regular basis, and shall clean up after Renter's pet (if any) at all times. In addition, Renter shall self-quarantine under applicable Federal or State guidelines, if applicable, and, subject to applicable health privacy laws and regulation, will notify other members of the Property if Renter has been exposed to or diagnosed with Covid-19 or other contagious virus or illness.



(e) The maximum number of occupants in the Room is as follows:

_____ Adults
_____ Children

(f) Overnight guests are:

- Permitted
- Prohibited
- Subject to Owner's prior approval/case by case

(g) Pets are:

- Permitted
- Prohibited
- Subject to Owner's prior approval/case by case

(h) Furniture:

- The Room is furnished. Describe furniture: _____.
- The Room is unfurnished.

(i) Bedding, Bath towels, Dishes, etc.

- The Room rental includes use of provided bedding, towels, dishes, and the like.
- The Room rental does not include use of provided bedding, towels, dishes, and the like.

(j) Repair and maintenance requests shall be provided to Owner at the contact information indicated below, in section 5.

2. Rental Term.

(a) This Agreement is:

- Month-to-Month
- For a term of _____.
- For the following date range: _____.

(b) If this Agreement is month-to-month as indicated immediately above, then either party may terminate this Agreement by providing not less than 30 days advance written notice of termination to the other.

(c) If this Agreement is for a term as indicated above, then upon expiration of the term, Renter shall vacate. If Renter has not vacated, then this Agreement shall continue on a month-to-month basis until either party terminates this Agreement by providing not less than 30 days advance written notice of termination to the other.

(d) If this Agreement is for a stated date range as indicated above, then no notice of termination is required in order to terminate this Agreement. Rather, at the end of the date range, this Agreement shall automatically terminate with no advance notice by either party needed.

(e) Upon the expiration or termination of this Agreement, Renter shall vacate the Room and the Property, and shall remove all of its personal effects. Renter shall leave behind and not take any furniture, bedding, towels, dishes, and the like that do not belong to Renter. Anything left behind may be deemed abandoned by Owner unless other arrangements are specifically made.

(f) Upon the expiration or termination of this Agreement, Renter shall leave the Room and the Property in as good a condition as it existed before the start date of this Agreement, reasonable wear and tear are excepted.

3. Rent.

(a) Renter shall be responsible for the following rent throughout this Agreement (“Rent”):
\$ _____ per \$ _____.

(b) Rent shall be paid in advance, without demand or offset, in lawful money of the U.S., and is due on or before the _____ day of each month. Late Rent is subject to a late fee of \$ _____. If a check is returned to Renter for insufficient funds, then all future Rent payments shall be paid electronically or by certified funds.

(c) Any partial months shall be prorated based on the number of days of Renter’s use and occupancy of the Room to the total number of days in such partial month.

(d) The Rent amount indicated above includes utilities; OR
 Renter shall be responsible for \$ _____ per _____ (over and above the Rent amount above), to cover Renters share of utilities.

(e) Additional terms and provisions regarding Rent, if any: _____

_____.

4. Security Deposit.

Before occupancy may begin, Renter shall supply a security deposit to Owner in the amount of \$ _____. Owner shall have the right to apply the security deposit towards any damage to the Room or Property caused by Renter, and/or towards unpaid Rent or other monetary obligations of Renter hereunder. After termination or expiration of this Agreement,

the balance of the security deposit (if any) shall promptly be returned to Renter in accordance with applicable law.

5. Contact Information.

The parties agree that important communications regarding this Agreement (including by way of example only and not by limitation, issues regarding payment of Rent, notices of default, repair and maintenance, changes in rules, etc.) shall be done in writing and sent to the other party at the email address listed above.

Owner's Name: _____.

Owner's Phone Number: _____.

Owner's Email Address: _____.

Renter's Name: _____.

Renter's Phone number: _____.

Renter's Email Address: _____.

6. Quiet Enjoyment.

Subject to Owner's rights following a default under this Agreement, Renter shall be entitled to the peaceful and quiet enjoyment of the Room. Owner shall have the right to access the room, upon reasonable prior notice to Renter, to address any repair or maintenance issues. Prior notice, however, shall not be required in the event of an emergency situation involving the Room or the Property that reasonably necessitates Owner's access to the Room.

7. Assignment and Subletting.

- Permitted
- Prohibited
- Subject to Owner's prior approval/case by case

8. Insurance; Non-liability of Owner.

Owner shall have no liability to Renter for any damage, casualty, loss, theft, or other incident impacting Renter's property or use of the Room or Property. Accordingly, Owner recommends that Renter obtain and maintain sufficient levels of Renter's insurance throughout Renter's occupancy of the Room.

9. Default.

If Renter defaults in any of its obligations under this Agreement, including without limitation, nonpayment of Rent when and as due, or commits a material default under any other term or provision of this Agreement, Owner shall have all rights and remedies available to it under

applicable law. Owner shall have the right to provide a notice to quit and/or to pursue eviction and/or damages, as applicable. If Owner prevails in any legal action under this Agreement against Renter, Renter shall be responsible for reimbursement to Owner and shall pay Owner's reasonable attorney's fees and court costs in the enforcement of this Agreement.

10. Special Terms and Provisions.

11. Additional Terms and Provisions.

(a) This Agreement shall be governed by the laws of the state in which the Property is located.

(b) This Agreement may be executed in counterparts and by pdf/scanned copy. All of such signature pages, when taken together, shall constitute the entire, executed Agreement.

(c) This Agreement may only be amended in writing. All oral agreements (both before and after the date hereof) are not enforceable and are not a part of this Agreement or the leasing to Renter of the Room.

(d) If any clause or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, such clause or provision shall be severed if necessary, or interpreted in a more narrow fashion so as to be not unenforceable, and such finding shall not otherwise impact the remainder of this Agreement.

(e) Notwithstanding any term or provision herein to the contrary, if the Property is subject to an underlying lease, Renter shall, in addition to the terms and provisions hereof, comply with the terms of said underlying lease. In addition, if any such underlying lease terminates, then this Agreement shall automatically terminate on a date that is co-terminus with the date of termination of the underlying lease unless otherwise agreed by the lessor of such underlying lease.

IN WITNESS WHEREOF, the undersigned execute this Room Rental Agreement as of the date set forth above.

Owner:

Signature: _____

Print Name: _____

Renter:

Signature: _____

Print Name: _____

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