

FAMILY MEMBER LEASE AGREEMENT

1. LANDLORD AND TENANT RELATIONSHIP

This Lease creates a Landlord/Tenant leasing relationship between _____ (“Homeowner”) and _____ (“Family Member”).

Homeowner’s Name: _____.
Homeowner’s Cell Phone Number: _____.
Homeowner’s Email Address: _____.

Family Member’s Name: _____.
Family Member’s Phone number: _____.
Family Member’s Email Address: _____.

Property Address: _____.
(the “Home”).

Although there is a family relationship between Homeowner and Family Member, the parties intend for this Lease to create a legally binding and enforceable contract, setting forth the agreements, commitments and understandings between Homeowner and Family Member governing Family Member living at the Home.

In order to minimize the risk of communication problems, the parties agree that important communications regarding the Home and this Lease (including 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.

2. LEASE TERM

Lease Start Date: _____.

This Lease is:

- Term of _____ Months/Years
 - Thereafter, this Lease is on a month-to-month basis.
 - Must vacate by end of Term [insert vacate deadline: _____]
- Month-to-Month. Either party may terminate this Lease by providing the other with not less than 30-days advance written notice of termination.
- Early termination of the Term: Either party may terminate this Lease by providing not less than _____ day advance written notice of termination to the other party.



No early termination of the Term.

This Lease is for residential use only. Homeowner reserves the right to enter the Leased Property in the event of an emergency situation or in the event Homeowner deems or suspects that Family Member has breached or violated any term or provision of this Lease.

3. **DESCRIPTON OF LEASED PROPERTY**

Beginning on the Start Date mentioned above, Family Member shall lease and have the right to use the following areas of the Home (“Leased Property”):

Bedroom [Insert description of which bedroom in the Home] _____

Shared Use Private Use

Furnished Unfurnished

Bedroom [Insert description of which bedroom in the Home] _____

Shared Use Private Use

Furnished Unfurnished

Bedroom [Insert description of which bedroom in the Home] _____

Shared Use Private Use

Furnished Unfurnished

Bathroom [Insert description of which bathroom in the Home] _____

Shared Use Private Use

Bathroom [Insert description of which bathroom in the Home] _____

Shared Use Private Use

Family Member has the right to lock its private-use bedroom.

Family Member does not have the right to lock its private-use bedroom.

Family Member has the right to paint the walls of its private-use bedroom, with prior approval of Homeowner.

Family Member does not have the right to paint the walls of its private-use bedroom.

Family Member has shared use of the following rooms:

- | | | |
|---------------------------------------|--|--|
| <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 |
| <input type="checkbox"/> Shop | | |
| <input type="checkbox"/> Other: | _____. | |

Except as specifically provided herein, Family Member shall not make, or contract for, any modifications, improvements or repairs to the Home, unless Homeowner provides its prior written approval in Homeowner's sole discretion. This Lease is on an as-is/where-is basis and any repairs, improvements or upgrades to the Home shall be in Homeowner's sole and absolute discretion.

4. RENT; SECURITY DEPOSIT; UTILITIES

Rent and Utilities:

Family Member shall pay Rent in the amount of \$ _____ per _____, on or before the _____ day of each _____.

- Rent due in advance
- Rent due in arrears

- The above Rent amount includes all utilities.
- In addition to the Rent above, Family Member must pay \$ _____ per _____ to cover utilities. This utilities payment is due and payable at the same time as Rent.

Rent is payable to: _____.

Rent (and utilities, if any) are considered delinquent if not received by Homeowner within five (5) days of the due date mentioned above.

- Late Fee in the amount of \$ _____ if Rent/Utilities are delinquent.
- No Late Fee is required.

Security Deposit:

- Security Deposit: \$ _____.
- No Security Deposit is required.

Homeowner has the right to apply the Security Deposit towards any unpaid Rent/Utilities or damages to the Home caused by Family Member. The remaining security deposit (if any) will be refunded to Family Member within thirty (30) days after Family Member vacates the Home.

5. PETS

- Pets not allowed
- Pets allowed

Describe: _____.

6. FOOD

- Family Member may eat any food found in the fridge and pantry, subject to common courtesies and subject to any specific restrictions communicated from time to time.
- Family Member may only eat food purchased by itself.
- Family Member will have dedicated fridge shelf/pantry space for its own food.

Special Requirements regarding food/meal preparation/food shopping: _____

_____.

7. PARKING; VEHICLES

Family member may use the following space to park a vehicle(s):

Insert description of parking location: _____.
Maximum number of motor vehicles family Member may have at the premises: _____.

Family Member shall ensure that any motor vehicles at the premise do not leak oil in the garage, driveway or other parking areas. Family Member will promptly clean up any spilled or dripped engine oil.

8. NOISE

In order to ensure the comfort and enjoyment of all persons living in the Home, the following rules apply regarding noise levels:

- Laundry may only be done during the hours of _____.
- Cooking/dish washing in the kitchen may only be done during the hours of _____.
- Watching TV in a shared space may only be done during the hours of _____.

The above schedule may be waived on a case by case basis if Family Member ensures that he/she is being quiet and not disruptive of other persons living in the Home.

Other noise-related requirements: _____.

9. SAFETY, SECURITY AND PRIVACY

Family Member understands the importance of keeping the Home safe and secure and respecting the privacy of other persons who live in the Home. Family member agrees to lock the doors to the Home at all times and to not allow guests or visitors unattended in the Home. Family Member agrees to not enter, or allow any of its guests to enter, the bedrooms or other personal space of other persons who live in the Home. Family Member agrees to not duplicate or give to others any Home keys, door-openers/remotes or digital passwords to access the Home.

Family Member shall comply with the law at all times while at the Home.

- Firearms and other weapons are absolutely prohibited at all times.
- Firearms/weapons are permitted in compliance with applicable legal requirements. Must be safe, locked, secured, and under control at all times.

Additional information: _____
_____.

10. CHORES

In exchange for the right to live in the Home as provided herein, and in addition to the payment of Rent/Utilities, Family Member shall do the following chores:

- Yard work
- Cleaning
- Child care
- Other: _____.

Describe requirements: _____
_____.

11. VISITORS/GUESTS

Daytime guest rules:

- Periodic daytime visitors are allowed, subject to common courtesy.
- No visitors are allowed at all.

- Visitors allowed on a case by case basis, based on prior discussion and agreement between Homeowner and Family Member.

Overnight guest rules:

- Overnight guests are allowed, subject to common courtesies.
- No overnight guests are allowed at all.
- Overnight guests allowed on a case by case basis, based on prior discussion and agreement between Homeowner and Family Member.

It is the responsibility of Family Member to ensure that all guests/visitors follow the rules and requirements of this Lease, as well as common courtesies as contemplated herein.

12. COMMON COURTESIES

It is the goal for the Home to be a harmonious, safe and happy place for all people who live in the Home. In order to help further such goal, Family Member agrees to extent extend common courtesies and common sense while living in the Home. In addition to the other requirements specified in this Lease, this requirement incudes cleaning up after himself/herself (including washing dishes), particularly as it relates to the shared spaces within the Home, keeping Family Member's bedroom reasonably clean and orderly; properly disposing of trash on a regular basis; cleaning up after Family Member's pet (if any) at all times; self-quarantining under applicable Federal or State guidelines and notifying other members of the Home if Family member has been exposed to Covid-19 or other contagious virus or illness; addressing emergency situations as reasonable and appropriate under the circumstances (for example, shutting off water in the event of a flood). Family Member shall not, and shall not allow its guests, to use the pool or spa (if any), if under the influence of drugs or alcohol.

13. ASSIGNMENT AND SUBLEASING

- Assignment of this Lease and/or subletting are prohibited.
- Assignment if this Lease and/or subletting are permitted with the prior approval of homeowner.

14. INSURANCE

Family member shall not do anything to violate or jeopardize status of any Homeowner's policy of insurance at the Home.

- Damage to Family Member's personal property is covered by Homeowner's insurance (subject to payment of applicable deductible, and any claim shall be made or not made in Homeowner's sole and absolute discretion).

- Damage to Family Member's personal property is NOT covered by Homeowner's insurance. Family Member should purchase its own policy of renter's insurance.

15. DEFAULT

If Family Member fails to pay Rent/Utilities when due, or breaches any other term or provision of this Lease, Homeowner may provide Family Member with a Notice of Default. If Family Member does not cure the default within the time frame specified in such notice, Homeowner shall have the right to provide a formal legal notice to quit and/or to commence eviction or unlawful detainer proceedings, in necessary. If Homeowner incurs legal fees in the enforcement of this Lease, Family Member shall reimburse and indemnify Homeowner and shall be responsible for all of such fees.

Additional information: _____
_____.

16. END OF LEASE TERM REQUIREMENTS

- By not later than the termination date of this Lease, Family Member shall have vacated the Leased Property and shall have removed any furniture, clothing and personal property belonging to Family Member.
- Following the termination of this Lease, Family Member shall have a ____ day removal period to remove all of its furniture, clothing and personal property belonging to Family Member.

At the end of the Lease Term, Family Member is permitted to take the following furniture:

- None
- To be determined later by mutual agreement, before the end of the Term.
- The following items: _____.

Family Member must leave the Leased Premises in neat and orderly condition, in the same condition in which it existed when this Lease began, ordinary wear and tear excepted.

- Must return all Home keys to the Homeowner.
- May keep keys.

Lost key fee: \$ _____.

Lost/broken replacement gate-opener or garage door opener fee: \$ _____.

17. ADDITIONAL REQUIREMENTS, TERMS AND PROVISIONS

This Lease is governed by the laws of the State in which the Home is located. Family Member shall indemnify and reimburse Homeowner for any damage caused to the Home, or any damage, claim or liability incurred by Homeowner as a result of Family Member's use and occupancy under this Lease, except to the extent such damage, claim or liability is caused by the negligence or fault of Homeowner.

Other: _____

_____.

Homeowner and Family Member agree to be bound by the terms of this Lease.

DATED: _____

Homeowner:

Signature: _____

Print Name: _____

Family Member:

Signature: _____

Print Name: _____

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