

MONTH TO MONTH LEASE AGREEMENT

This Month to Month Lease Agreement (this "Lease") 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 month-to-month basis, and Tenant desires to lease same from Landlord.

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 hereby accepts the Leased Premises on an as-is/where-is basis except as provided immediately below in this Section 2. Tenant shall have the right to use the Leased Premises for residential purposes only.

Landlord agrees to do the following work or improvements at the Leased Premises, on or before the Commencement Date: [If None, state "none"] _____

_____.

3. MONTH-TO-MONTH: This Lease shall be on a month-to-month basis, and shall commence on _____ (the "Commencement Date"), and shall continue thereafter on a month-to-month basis until terminated as provided herein. Either party may terminate this Lease by providing not less than 30-days advance written notice of termination to the other party, in accordance with the notice provision set forth in Section 3 hereof. The Lease shall terminate on the last calendar day of the month following the month of delivery of the termination notice. By way of example only, if a party delivers a termination notice on April 4, the Lease shall terminate on May 31. Rent shall always be due and payable through the Lease termination date. Any partial periods shall be prorated.

4. RENT: Tenant shall pay to Landlord as rent for the Leased Premises equal monthly installments of \$ _____, payable in advance, without demand or offset, on the _____ day of each month throughout the term of the Lease. Rent must be paid in U.S. dollars.

Late fee: \$ _____
NSF/bad check fee: \$ _____

5. SECURITY DEPOSIT: \$ _____. Landlord shall have the right to apply the security deposit at the end of the Lease 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 promptly following the Lease termination, strictly in accordance with



applicable law, and shall provide Tenant with an itemized statement of any uses or applications of the security deposit by Landlord.

6. UTILITIES: Landlord shall provide the following utilities at no additional cost to Tenant under this Lease : _____

_____.

Any other utilities shall be provided by Tenant and shall be the responsibility of Tenant to arrange, schedule, and pay.

If there is an additional monthly fee for utilities over and above the Rent amount specified in Section 4 above, please check here:

Description: _____

Utilities amount, per month: \$ _____

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

\$ _____ Lost key fee shall be due and payable in the event Tenant loses or damages a key or gate opener (if any), or requires a replacement or supplemental key or gate opener.

In addition, Tenant shall abide by the following:

- Painting permitted
- Painting prohibited
- Wallpaper permitted
- Wallpaper prohibited

Unless otherwise agreed to in advance in writing, any item or improvement added by Tenant to the Leased Premises shall (unless readily removable without damage to the walls or other parts of the Leased Premises) become a part of the Leased Premises and shall become Landlord’s property upon Lease expiration and shall be forfeited by Tenant.

8. INSURANCE; INDEMNIFICATION: Landlord shall not under any circumstances be responsible for Tenant’s personal property, furniture, clothing, 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 Lease, unless same is due to the negligence of Landlord.



14. PARKING:

- This Lease includes parking: _____.
- No parking is included in this Lease.

15. HAZARDOUS MATERIALS: Tenant shall not bring any hazardous materials to the Leased Premises unless permitted under applicable law. All hazardous materials shall be used with care and caution, and Tenant shall indemnify Landlord for any damage or injury caused by same.

16. DEFAULT: Failure to pay rent when due, subject to a 5-day grace period, constitutes a default hereunder. Breach or violation of any other term or provision in this Lease also constitutes a default hereunder. Any notice of default shall be provided in writing, and thereafter Landlord shall have available to it all rights and remedies to enforce and seek damages under this Lease, whether available at law or in equity, and may serve a notice to quit and/or pursue eviction or unlawful detainer in accordance with applicable law. All reasonable costs and expenses incurred by Landlord in the enforcement of this Lease, including legal fees, shall be paid for and indemnified by Lessee.

17. QUIET ENJOYMENT: So long as Tenant is not in default of this Lease, Tenant shall peaceably hold and have the quiet enjoyment of the Leased Premises. Tenant shall not interfere with the quiet enjoyment of other tenants (if any) at any adjacent property owned or managed by Landlord.

18. SEVERABILITY: If any provision of this Lease is found to be invalid or unenforceable, such provision shall be severed from this Lease (to the minimum extent necessary in order to be enforceable or valid), and the remainder of this Lease shall remain in full force and effect.

19. BACKGROUND CHECKS: Landlord shall have the right to conduct background and credit checks on Tenant from time to time in Landlord's sole discretion, and Tenant hereby consents to same. Tenant shall provide Landlord with such information as is needed in order for Landlord to do so.

20. 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.



IN WITNESS WHEREOF, the undersigned execute this Lease as of the date set forth above.

Landlord:

By: _____

Its: _____

Name: _____

Tenant:

By: _____

Name: _____



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