

## APARTMENT RENTAL AGREEMENT—MONTH-TO-MONTH

LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_

\_\_\_\_\_

PROPERTY: \_\_\_\_\_

IN CONSIDERATION of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property together with any personal property listed on "Schedule A" attached hereto, under the following terms and conditions:

1. TERM. This rental agreement shall be for a month-to-month tenancy which may be cancelled by either party upon giving notice to the other party at least 30 days prior to the end of the month.

2. RENT. The rent shall be \$\_\_\_\_\_ per \_\_\_\_\_ and shall be due on or before the \_\_\_\_\_ day of each \_\_\_\_\_. In the event the full amount of rent is not received on the due date, a late charge of \$\_\_\_\_\_ shall be due. In the event a check bounces or an eviction notice must be posted, Tenant agrees to pay a \$15.00 charge.

3. PAYMENT. Payment must be received by Landlord on or before the due date at the following address: \_\_\_\_\_ or such place as designated by Landlord in writing. Tenant understands that this may require early mailing. In the event a check bounces, Landlord may require cash or certified funds.

4. DEFAULT. In the event Tenant defaults under any term of this lease, Landlord may recover possession as provided by law and seek monetary damages.

5. SECURITY. Tenant shall pay Landlord the sum of \$\_\_\_\_\_ as security for the performance of this lease. Said amount shall not be used as rent.

6. UTILITIES. Tenant agrees to pay all utility charges on the property except: \_\_\_\_\_.

7. MAINTENANCE. Tenant has examined the property, acknowledges it to be in good repair and agrees to inform Landlord promptly of any maintenance problems. Tenant agrees to keep the premises in clean and sanitary condition. In the event damage has been done by Tenant or Tenant's guests, either intentionally or negligently, Tenant shall pay for such repairs within ten days.

8. LOCKS. If Tenant adds or changes locks on the premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the premises in case of emergencies.

9. ASSIGNMENT. Tenant may not assign this lease or sublet any part of the premises without Landlord's written consent, which consent shall be at Landlord's sole discretion.

10. USE. Tenant agrees to use the premises for residential purposes only and not for any illegal purpose or any purpose which will increase the rate of insurance. Tenant further agrees not to violate any zoning laws or subdivision restrictions or to engage in any activity which would injure the premises or constitute a nuisance to the neighbors or Landlord.

11. CONDOMINIUM. In the event the premises are a condominium unit, Tenant agrees to abide by all applicable rules and regulations. Maintenance and recreation fees are to be paid by \_\_\_\_\_. This lease is subject to the approval of the condominium association and Tenant agrees to pay any fee necessary for such approval.

12. LIABILITY. Tenant agrees to hold Landlord harmless from any and all claims for damages occurring on the premises, and to be solely responsible for insuring Tenant's own possessions on the premises.

13. ACCESS. Landlord reserves the right to enter the premises for the purposes of inspection, repair, or showing to prospective tenants or purchasers.

14. PETS. No pets shall be allowed on the premises except: \_\_\_\_\_ and there shall be a \$\_\_\_\_\_ non-refundable pet deposit. Landlord reserves the right to revoke consent if pet becomes a nuisance.

15. OCCUPANCY. The premises shall not be occupied by more than \_\_\_\_\_ persons.

16. TENANT'S APPLIANCES. Tenant agrees not to use any heaters, fixtures or appliances drawing excessive current without the written consent of the Landlord.

17. PARKING. Tenant agrees that no parking is allowed on the premises except: \_\_\_\_\_. Campers, trailers, boats, recreational vehicles or inoperable vehicles shall not be stored on the premises without the written consent of the Landlord.

18. FURNISHINGS. Any articles provided to Tenant and listed on attached schedule are to be returned in good condition at the termination of this lease.

19. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations or improvements to the premises (including paint) without the written consent of the Landlord and any such alterations or improvements shall become the property of the Landlord unless otherwise agreed to in writing.

20. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

21. HARASSMENT. Tenant shall not do any acts to intentionally harass the Landlord or other tenants.

22. ATTORNEY'S FEES. In the event it becomes necessary to enforce this Agreement through the services of an attorney, Tenant shall be required to pay Landlord's attorney's fees.

23. SEVERABILITY. In the event any section of this Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

24. RECORDING. This lease shall not be recorded in any public records.

25. WAIVER. Any failure by Landlord to exercise any rights under this agreement shall not constitute a waiver of Landlord's rights.

26. ABANDONMENT. In the event Tenant abandons the property prior to the expiration of this lease, Landlord may relet the premises and hold Tenant liable for any costs, lost rent or damage to the premises. Landlord may dispose of any property abandoned by Tenant.

27. SUBORDINATION. Tenant's interest in the premises shall be subordinate to any encumbrances now or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by lenders.

28. SURRENDER OF PREMISES. At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good condition as at the start of this lease. The Tenant shall turn over to Landlord all keys to the premises, including keys made by Tenant or Tenant's agents.

29. HOLDOVER BY TENANT. If Tenant fails to deliver possession of the premises to Landlord at the expiration of this lease, the tenancy shall still be governed by this lease on a month-to-month basis. If such holdover is without the consent of the Landlord, Tenant shall be liable for double the monthly rent for each month or fraction thereof.

30. DAMAGE TO PREMISES. In the event the premises are damaged or destroyed by fire or other casualty or are declared uninhabitable by a governmental authority, Landlord may terminate this lease or may repair the premises.

31. LIENS. The estate of Landlord shall not be subject to any liens for improvements contracted by Tenant.

32. WATERBEDS. In the event Tenant uses a flotation type bedding device on the premises, Tenant shall maintain an insurance policy of at least \$\_\_\_\_\_ to cover damages from such device and shall list Landlord as a named insured on said policy.

33. MISCELLANEOUS PROVISIONS. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS the hands and seals of the parties hereto as of this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

LANDLORD:

\_\_\_\_\_  
\_\_\_\_\_

TENANT:

\_\_\_\_\_  
\_\_\_\_\_