

# Month to Month Rental Agreement

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_, between  
\_\_\_\_\_, landlord,  
address:

and \_\_\_\_\_, tenant,  
address:

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord on a month-to-month basis, the following residence:
2. This Agreement will begin on \_\_\_\_\_ and will continue on a month-to-month basis until terminated. This agreement may only be terminated by \_\_\_\_\_ days written notice from either party.
3. The rental payments will be \$ \_\_\_\_\_ per \_\_\_\_\_ and will be payable by the tenant to the landlord on the \_\_\_\_\_ day of each month, beginning on \_\_\_\_\_, 20\_\_\_\_.
4. The tenant has paid the landlord a security deposit of \$ \_\_\_\_\_. This security deposit will be held as security for the repair of any damages to the residence by the tenant. This deposit will be returned to the tenant within ten (10) days of the termination of this agreement, minus any amounts needed to repair the residence, but without interest, except as required by law in the State of \_\_\_\_\_.
5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ \_\_\_\_\_. This rent deposit will be held as security for the payment of rent by the tenant. This rent payment deposit will be returned to the tenant within ten (10) days of the termination of this agreement, minus any rent still due upon termination but without interest, except as required by law in the State of \_\_\_\_\_.
6. Tenant agrees to maintain the residence in a clean and sanitary manner and not to make any alterations to the residence without the landlord's written consent. Tenant also agrees not to conduct any business in the residence. At the termination of this agreement, the tenant agrees to leave the residence in the same condition as when it was received, except for normal wear and tear.
7. Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. Tenant agrees that the residence is to be used only

as a single family residence, with a maximum of \_\_\_\_\_ tenants. Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence, including all the laws of the State of \_\_\_\_\_. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.

8. The landlord agrees to supply the following utilities to the tenant:

9. The tenant agrees to obtain and pay for the following utilities:

10. Tenant agrees not to sublet the residence or assign this agreement without the landlord's written consent. Tenant agrees to allow the landlord reasonable access to the residence for inspection and repair. Landlord agrees to enter the residence only after notifying the tenant in advance, except in an emergency, and according to the laws of the State of \_\_\_\_\_.

11. The tenant has inspected the residence and has found it satisfactory.

12. If the tenant fails to pay the rent on time or violates any other terms of this agreement, the landlord will have the right to terminate this agreement in accordance with state law. The landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available.

13. As required by law, the landlord makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."

14. As required by law, the landlord makes the following **LEAD WARNING STATEMENT**: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller's or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

## Landlord's Disclosure

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in building (explain):

\_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

Records and reports available to landlord: (Landlord to initial one).

\_\_\_\_\_ Landlord has provided tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards are present in building (list documents):

\_\_\_\_\_ Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

## Tenant's Acknowledgment

(Tenant to initial all applicable).

\_\_\_\_\_ Tenant has received copies of all information listed above.

\_\_\_\_\_ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

\_\_\_\_\_ Tenant has received a ten (10)-day opportunity (or mutually agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

\_\_\_\_\_ Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The landlord and tenant have reviewed the information above and certify, by their signatures at the end of this agreement, to the best of their knowledge, that the information they have provided is true and accurate.

15. The following are additional terms of this agreement:

16. The parties agree that this agreement is the entire agreement between them. This Agreement binds and benefits both the landlord and tenant and any successors. This Agreement is governed by the laws of the State of \_\_\_\_\_ .

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Printed Name of Landlord

\_\_\_\_\_  
Printed Name of Tenant