**MONTH-TO-MONTH RESIDENTIAL LEASE AGREEMENT**

This **Month-to-Month Residential Lease Agreement** (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_\_\_***, 20*** (“Effective Date”), by and between:

**Landlord:** [Landlord’s Full Name], with a mailing address of [Landlord’s Mailing Address] (“Landlord”),

**AND**

**Tenant(s):** [Tenant’s Full Name(s)] (“Tenant”).

Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

**I. LEASE TYPE**

This Agreement establishes a **month-to-month tenancy**. The Tenant shall be entitled to occupy the premises beginning on [Lease Start Date] and continuing on a month-to-month basis until terminated by either Party with [#] days’ written notice (“Lease Term”).

**II. OCCUPANTS**

The Premises shall be used solely as a residential dwelling. Occupancy is limited to:

☐ [Occupant(s) Name(s)] (“Occupant(s)”)
☐ No additional occupants.

**III. THE PREMISES**

The Landlord leases to the Tenant the property described below (the “Premises”):

a. Mailing Address: [Property Mailing Address]
b. Type of Residence: ☐ Apartment ☐ House ☐ Condominium ☐ Other: [Specify]
c. Bedrooms: [# of Bedrooms]
d. Bathrooms: [# of Bathrooms]

**IV. PERMITTED USE**

The Premises shall be used for the following purpose:

☐ Residential use only
☐ Residential use and: [Other Permitted Use(s)]

**V. FURNISHINGS**

☐ The Premises is furnished with: [List Furnishings]
☐ The Premises is not furnished.

**VI. APPLIANCES**

☐ The Landlord shall provide the following appliances: [List Appliances]
☐ No appliances will be provided.

**VII. RENT**

The Tenant agrees to pay the Landlord monthly rent in the amount of **$[Rent Amount]**, due on the [#] day of each month (“Due Date”). Rent shall be paid as follows: [Payment Instructions].

**VIII. NON-SUFFICIENT FUNDS (NSF)**

If a rent payment is returned due to insufficient funds:

☐ A fee of **$[NSF Fee]** will be charged per occurrence.
☐ No fee will be charged.

**IX. LATE PAYMENT**

If rent is not received by the Due Date:

☐ A late fee of **$[Late Fee]** shall apply as ☐ One-Time Charge ☐ Daily Charge after [#] day(s).
☐ No late fee will be charged.

**X. FIRST MONTH’S RENT**

☐ Due upon execution of this Agreement.
☐ Due on the first day of the Lease Term.

**XI. SECURITY DEPOSIT**

☐ Tenant shall pay a security deposit of **$[Deposit Amount]** upon execution of this Agreement. The deposit will be returned within [#] days after the end of the Lease Term, less allowable deductions. The deposit may not be applied to rent without written consent from the Landlord.
☐ No security deposit required.

**XII. MOVE-IN INSPECTION**

☐ Landlord and Tenant shall complete a move-in inspection and record any existing damages.
☐ No move-in inspection shall be performed.

**XIII. PARKING**

☐ Landlord shall provide [#] parking space(s) for a fee of **$[Parking Fee]**, payable ☐ once upon execution ☐ monthly in addition to rent. The space(s) are described as: [Describe].
☐ No parking shall be provided.

**XIV. UTILITIES**

The Landlord shall provide the following utilities: [List Utilities].
All other utilities and services shall be the responsibility of the Tenant.

**XV. TERMINATION**

Either Party may terminate this Agreement by providing at least **[#] days’ written notice** to the other Party.

☐ Tenant may terminate early by providing written notice and paying an early termination fee of **$[Fee]**.
☐ Tenant may not terminate early.

**XVI. PETS**

☐ Tenant may keep [#] pet(s) of the following type(s): [Type(s)], not exceeding [#] pounds. A pet fee of **$[Fee]** applies ☐ refundable ☐ non-refundable. Tenant shall remain responsible for all pet-related damages.
☐ No pets are permitted on the Premises.

**XVII. ADDITIONAL TERMS**

[List any additional terms, policies, or conditions specific to the tenancy.]

**XVIII. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of [State].

**XIX. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties. No oral agreements or prior understandings shall be valid unless incorporated herein in writing and signed by both Parties.

**SIGNATURES**

Landlord’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent’s Signature (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AMOUNTS DUE AT SIGNING**

* Security Deposit: $[Amount]
* First Month’s Rent: $[Amount]
* Parking Fee: $[Amount]
* Pet Fee(s): $[Amount]
* Pre-Paid Rent: $[Amount]
* Proration Amount: $[Amount]

**Total Due at Signing: $[Total Amount]**

**LEAD-BASED PAINT DISCLOSURE (if applicable)**

Required for properties built prior to 1978. (Include full federal disclosure statement and acknowledgments as drafted in your version).