

MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____, 20____ by and between _____ of _____ ("Lessor") and _____ of _____ ("Lessee").

The parties hereby agree as follows:

Premises

Subject to the terms and conditions of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises located at:

_____ (the "Premises").

Term

The term of this Lease shall commence on _____ and shall continue until _____. The lease shall automatically renew under the same terms and conditions contained herein and shall continue in full force and effect from month- to -month unless and until otherwise terminated.

Rent

The rent shall be \$ _____ per month payable on the _____ day of every month, in advance, for the term of the lease.

Late Charges

Any rent payment not made by the _____ day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to _____ per month on any overdue amount.

Security Deposit

Lessee shall pay a security deposit in the amount of \$ _____ prior to taking possession of the Premises. This security deposit will be refunded to Lessee promptly following Lessee's performance of all obligations under this Agreement.

Utilities

The following utilities and appliances are included in this lease: _____

_____.

Parking Space

Lessee is assigned parking as follows: _____

_____.

Pets

No animal, bird or other pet shall be brought on or kept on the said Premises without Lessor's prior written consent

Use

Lessee shall use the premises for residential purposes only and for no other purpose without Lessor's prior written consent. Any occupancy by guests for more than _____ days at any time is prohibited without Lessor's prior written consent and the same shall be considered a breach of this Agreement.

Quiet Enjoyment

Lessee shall be entitled to quiet enjoyment of the Premises. Lessee shall not use the Premises in a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.

Maintenance

Lessor shall be responsible for any and all routine maintenance of the Premises during the term of this Agreement.

Damages

Lessee shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended and shall not litter, destroy, deface, damage or remove any part of the Premises.

Alterations

No substantial alterations, addition or improvement shall be made by Lessee to the Premises without the permission of Lessor in writing. Such consent shall not be unreasonably withheld, but may include the Lessor's agreeing to restore the dwelling unit to its prior condition before moving out.

Termination

Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

Indemnity

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

Assignment and Subletting

Lessee shall not sublet the premises or assign this Agreement without the prior written consent of the Lessor. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

Notices

Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Lessee

Lessor

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

Governing Law

This Agreement will be governed by the laws of the state of _____

AGREED TO this ____ day of _____, in _____, by:

LESSOR

LESSEE

[INSERT NAME AND TITLE]

[INSERT NAME AND TITLE]