

PROPERTY RENTAL AGREEMENT

This Property Rental Agreement ("Agreement") is made between [INSERT COMPANY NAME], a [INSERT TYPE OF COMPANY I.E. CORPORATION] organized under the laws of [INSERT STATE/COUNTRY], with offices at [INSERT ADDRESS] ("Owner"), and [INSERT INDIVIDUAL NAME] and [INSERT INDIVIDUAL NAME OR DELETE IF ONLY ONE] ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties".

Owner rents to Renter and Renter rents from Owner, for use only as a residence, and subject to the terms and conditions of this Agreement, the premises located at:

_____,
_____, _____
("Premises").

1. Terms. This Agreement shall commence on _____, _____ and remain in full force and effect:

a) _____ until _____, _____ as a leasehold. Thereafter it shall become a month-to-month tenancy. If Renter should move out of the Premises before the expiration of this time period, the Renter shall be liable for all rent due until such time that the Residence is occupied by another paying renter who Owner may select in its sole discretion and/or until said time period expires, whichever occurs first.

b) _____ until _____, _____ on a month-to-month tenancy until either party shall terminate this agreement by giving at least 30 days written notice that the Premises is to be vacated.

2. Payment. Renter shall pay \$ _____ per month in advance on the _____ day of each month. Payment shall be made via _____ payable to _____.

3. Security Deposit. Renter shall pay Owner, as a refundable security deposit, \$ _____. The deposit will be held at _____. The deposit shall be refunded to Renter at the address designated by Renter within _____ (INSERT #) days of Renter completely vacating the Premises less any amount necessary for Renter to pay Owner for:

- a) remedying damages Owner incurred due to Renter's default of a term(s) of this Agreement;
- b) cleaning beyond normal wear and tear;
- c) paying unpaid rent;
- d) repairing damage Renter is responsible for beyond normal wear and tear; and
- e) cost of replacing keys.

Owner shall provide Renter with a list of charges paid out of the deposit within _____ (INSERT #) days of Renter completely vacating the Premises.

Renter shall not be entitled to any interest on any security deposit. Renter may not use the deposit as a payment of a part or all of last month's rent.

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4. Late Payment. If Renter fails to pay rent _____ (INSERT #) days after the due date, Renter agrees to pay \$_____ per _____ for late rent and \$ _____ for each dishonored bank check.

5. Occupancy. The Premises are for the residential use of the Renters who have signed this Agreement, which are limited to _____ (INSERT #) of occupants.

6. Insurance. Renter is not a co-insured and is expressly excluded from any insurance policy held by Owner. Renter understands that it is suggested that Renter carry insurance to cover Renter's personal belongings.

7. Right of Entry. Owner may enter the Premises in the event of an emergency, and during reasonable hours to make necessary repairs, alterations, or agreed to services to Premises or upon any other portion of the building, which may require access through the Premises. Unless impractical to do so, Owner shall endeavor to provide notice to Renter and attempt to obtain Renter's prior consent for entry. Consent may be presumed from the Renter's failure to object to access after reasonable notice is given. The Renter may not unreasonably deny access to the Premises.

8. Restrictions on Use. Renter shall not violate the quiet enjoyment of other renters. Renter shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the Premises. Renter shall keep the Premises as clean and sanitary as conditions of the premises permit, and shall not commit waste or nuisance, annoy, molest, disrupt or interfere with any other renter or neighbor.

9. Repair. Renter shall alert Owner to defective or dangerous conditions on the Premises. Renter shall make no alteration, additions or improvements in or to the Premises without the prior written consent of Owner. Owner will pay for repairs and maintenance to Premises beyond normal wear and tear, unless such damage is caused by the abuse or neglect of the Renter. The Renter shall be liable to owner for any such damage caused by Renter's lack of due care.

10. Condition of Rental Property. The Condition of Rental Property Checklist ("Checklist") attached is hereby incorporated by reference. Renter acknowledges that Renter has examined the Premises and that they are in good condition except as otherwise specified in the Checklist.

11. Return of Property. Renter shall keep the Premises, furniture, furnishings, appliances, and fixtures, which are rented for Renter's exclusive use, in good order and condition. Renter shall vacate the Premises, remove all trash and debris from the Premises and return the property to Owner in the same condition as when Renter took possession, except for normal wear and tear. Renter shall pay Owner for the costs of repair, replacement or rebuilding any portion of the premises damaged by the Renter, Renter's guests or invitees or by Renter's personal property. If Renter fails to surrender the Premises to Owner on the expiration date as required by this Section 11, Renter agrees to hold Owner harmless from any and all damages including but not limited to succeeding renters' claims.

12. Indemnification. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury on the Premises by any cause or arising out of conduct of renter(s), their guests and invitees, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

13. Pets. Renter may/may not have any pets on the Premises.

14. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner’s acceptance of rent with knowledge of a default by Renter shall not constitute a waiver of any breach.

15. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

16. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

17. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any rights given to Renter hereunder. Renter may not sub-let the Premises or any part thereof, without the prior written consent of Owner, which shall not be unreasonably withheld. Any attempt to transfer, assign or sub-let without consent shall be a material default of this Agreement and shall be void.

18. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

19. Counterparts. This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

INSERT OWNER NAME

INSERT RENTER NAME

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

INSERT RENTER NAME

Printed Name

Signature

Title

Date