**Rental Agreement**

This Rental Agreement (“**Agreement**”) is being made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Renter**(s)”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Landlord**”), collectively the “**Parties**.”

WHEREAS, the Landlord owns property, which is available for rent; and

WHEREAS, the Renter(s) desire to rent said property in exchange for a reasonable rate; and

THEREFORE, the Parties agree as follows:

1. **Premises and Occupancy**
   1. **Premises.** The property subject to this Agreement (“**Premises**”) is located at the following address:

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* 1. **Occupancy.** The Renter(s) may begin occupying the Premises on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Occupancy Date).
     1. **People.** Occupancy of the Premises is limited to the Renter(s) named in this Agreement, along with any minor dependents. Any additional, adult occupants not listed as the Renter(s) are listed below.

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

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

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

Guests of the Renter(s) are welcome to stay at the Premises for a period of time not to exceed \_\_\_\_\_\_ (#) days.

* + 1. **Pets.** The following pets are permitted to stay on the Premises:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Breed** | **Weight** | **Age** |
|  |  |  |  |
|  |  |  |  |

1. **Costs and Payment**
   1. **Monthly Rent.** The Renter(s) agree to pay the Landlord rent in the amount of $\_\_\_\_\_\_\_\_\_\_ (the “**Rent**”) to be paid on or before the first day of every month. The first Rent payment is due on \_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. **Method of Payment.** The Rentpayment must be made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [cash/check/electronic payment (choose one)] via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PayPal/Venmo (choose one)]. Checks must be made out to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   3. **Late Fees.** Payments made more than twenty-four (24) hours after the due date are subject to a $\_\_\_\_\_\_\_\_\_ late fee. A bounced check will be treated as non-payment.
   4. **Security Deposit.** Upon execution of the Agreement, the Renter(s) will pay the Landlord a security deposit in the amount of $\_\_\_\_\_\_\_\_\_ (the “**Security Deposit**”). The Security Deposit will be used to cover the cost of any damages and cleaning. If the Premises are returned in the same condition as they were in when the Renter(s) moved in, reasonable wear and tear excepted, the Landlord will refund the Security Deposit to the Renter(s). The Landlord agrees to refund the Security Deposit, or any remaining balance of the Security Deposit, within thirty (30) days following termination of this Agreement. The Landlord reserves the right to apply the Security Deposit to any unpaid Rent that may be owed. By signing this Agreement, the Landlord acknowledges receipt of the Security Deposit.
   5. **Pet Deposit.** The Renter(s) will pay the Landlord a pet deposit in the amount of $\_\_\_\_\_\_\_\_\_ (the “**Pet Deposit**”). The Pet Deposit is non-refundable.
   6. **Utilities.** The Renter(s) are responsible for paying all utilities or other charges associated with occupying the Premises beginning on the date the Renter(s) are permitted to occupy the Premises per Section 1(b) until termination of this Agreement.
2. **Term and Termination**

\_\_\_\_\_ (Option 1) This Agreement will become effective upon execution and will remain in effect for a period of one (1) year (“Initial Term”). After the Initial Term, this Agreement will continue on a month-to-month basis. Either party may terminate this Agreement at any time after the Initial Term by providing the other party with a sixty (60) day written notice of termination. The Renter(s) vacate the Premises with their belongings by 11:59 PM on the last day of the sixty (60) day period.

\_\_\_\_\_ (Option 2) This Agreement will become effective upon execution and will continue on a year-to-year basis until termination. Either party may terminate this Agreement by providing the other party with a sixty (60) day written notice of termination. The Renter(s) must move out of the Premises with their belongings by 11:59 PM on the last day of the sixty (60) day period.

During the last sixty (60) days of this Agreement, the Landlord may display a “For Sale” or “For Rent” sign at the Premises.

1. **Right to Enter**

The Landlord may enter the Premises to inspect, make repairs, or show the Premises to potential renters by providing the Renter(s) with twenty-four (24) hour notice by phone or email per Section 8. The Landlord may make any alterations or repairs to the Premises as the Landlord deems necessary.

1. **Alterations**

The Renter(s) may not paint, wallpaper, redecorate, or change the locks or other hardware at the Premises without written permission from the Landlord.

1. **Dispute Resolution**
   1. **Legal Action and Choice of Law:** If legal action is necessary, this Agreement will be interpreted based on the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, regardless of any conflict of law issues that may arise. The Parties agree the legal action will be resolved in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.
2. **General**
   1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
   2. **Attachments.** All attachments are expressly incorporated as an integral part of this Agreement.
   3. **Complete Contract.** This Agreement constitutes the Parties’ entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by the Parties.
   4. **Insurance.** The Renter(s) must carry renter’s insurance that meets or exceeds the minimum standards required by law.
   5. **Joint Responsibility.** The Renter(s) are jointly and separately responsible for all obligations of this Agreement.
   6. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
   7. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
3. **Notices**

All notices pursuant to this Agreement must be sent either by email with read receipt requested or certified or registered United States Postal Service mail with confirmation of receipt requested to the following:

AS TO RENTER(S):

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

AS TO LANDLORD:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

By signing below, the Parties acknowledge and agree to the terms of this Agreement. The Renter(s) acknowledge receipt of a copy of this Agreement.

**Renter**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Renter**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Landlord**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_