

TEMPORARY HOUSING LEASE AGREEMENT

Insurance Loss Displacement - Comprehensive Agreement

IMPORTANT NOTICES

INSURANCE-RELATED TEMPORARY HOUSING

- This is NOT a standard residential lease
 - Special provisions apply due to insurance displacement
 - Flexible terms accommodate uncertain repair timeline
 - Insurance company may be direct payor
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AGREEMENT IDENTIFICATION

Agreement Date: [Date]

Move-in Date: [Date]

Reference Number: [Create unique ID]

PARTIES TO THE AGREEMENT

LANDLORD/LESSOR:

- **Legal Name:** [Individual or Entity Name]
- **DBA:** [If applicable]
- **Address:** [Complete Address]
- **Phone:** [Primary] | [Secondary]
- **Email:** [Email Address]
- **Tax ID/SSN:** [For 1099 purposes]
- **Property Manager:** [If applicable]

TENANT/LESSEE (Displaced Policyholder):

- **Name(s):** [All adult occupants]
- **Permanent Address:** [Damaged property address] (Currently uninhabitable)
- **Mailing Address:** [If different]

- **Phone:** [Primary] | [Secondary]
- **Email:** [Email Address]
- **Employer:** [For verification if needed]

INSURANCE INFORMATION:

- **Carrier:** [Insurance Company Name]
 - **Policy Number:** [Number]
 - **Claim Number:** [Number]
 - **Adjuster:** [Name and Direct Contact]
 - **ALE/Loss of Use Limit:** \$[Amount] or [Months]
 - **Payment Arrangement:** ☐ Direct Pay ☐ Reimbursement ☐ Split
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SECTION 1: PROPERTY DESCRIPTION

Temporary Residence Details

ADDRESS: [Complete Street Address]

[City, State ZIP]

PROPERTY TYPE: ☐ Single Family Home

☐ Apartment - Unit #[Number]

☐ Condominium - Unit #[Number]

☐ Townhouse

☐ Extended Stay Hotel - Room #[Number]

SPECIFICATIONS:

- Bedrooms: [#]
- Bathrooms: [#]
- Square Footage: [Approximate SF]
- Garage/Parking: [# spaces, location]
- Storage: ☐ Included [describe] ☐ Not included
- Furnished: ☐ Fully ☐ Partially ☐ Unfurnished

COMPARABLE TO DAMAGED HOME: ☐ Yes - Similar size/amenities ☐ No - Differences: [List] Insurance approval for differences: ☐ Obtained ☐ Pending

Included Amenities

FURNISHINGS (if furnished):

| Room | Items Included | Condition | Value |
|--|----------------|-------------|------------|
| Living Room | [List items] | [Good/Fair] | [\$Amount] |
| Kitchen | [List items] | [Good/Fair] | [\$Amount] |
| Bedroom 1 | [List items] | [Good/Fair] | [\$Amount] |
| Bedroom 2 | [List items] | [Good/Fair] | [\$Amount] |
| [Other] | [List items] | [Good/Fair] | [\$Amount] |
| [Detailed inventory attached as Exhibit A] | | | |

UTILITIES INCLUDED:

| Utility | Included | Tenant Pays | Account Info | Cap/Limit |
|--------------|--------------------------|--------------------------|--------------------|------------------|
| Electric | <input type="checkbox"/> | <input type="checkbox"/> | [Provider/Account] | [\$Amount]/mo |
| Gas | <input type="checkbox"/> | <input type="checkbox"/> | [Provider/Account] | [\$Amount]/mo |
| Water/Sewer | <input type="checkbox"/> | <input type="checkbox"/> | [Provider/Account] | Reasonable use |
| Trash | <input type="checkbox"/> | <input type="checkbox"/> | [Service details] | Standard service |
| Internet | <input type="checkbox"/> | <input type="checkbox"/> | [Speed/Provider] | Included |
| Cable/Stream | <input type="checkbox"/> | <input type="checkbox"/> | [Package] | Basic/Premium |

APPLIANCES PROVIDED: ☐ Refrigerator ☐ Range/Oven ☐ Microwave ☐ Dishwasher
☐ Washer ☐ Dryer ☐ Small appliances: [List]

SECTION 2: TERM AND RENT

Lease Term Structure

INITIAL TERM:

- **Commencement:** [Date] at [Time]
- **Initial Period:** [#] months
- **Estimated End:** [Date] (subject to repair completion)

FLEXIBILITY PROVISIONS: This lease acknowledges the uncertain duration of property repairs:

- Automatic month-to-month conversion after initial term

- No penalty for early termination with proper notice
- Extensions available with insurance approval
- Term tied to habitability of permanent residence

Rent and Payment Terms

MONTHLY RENT: \$[Amount]

Security Deposit: \$[Amount] ☐ Waived due to insurance

First Month: \$[Amount] (Prorated: \$[Daily rate] x [Days])

Last Month: ☐ Not required ☐ Required: \$[Amount]

Pet Deposit: ☐ N/A ☐ \$[Amount] ☐ Waived

PAYMENT SCHEDULE:

- Due Date: [Day] of each month
- Grace Period: [#] days
- Late Fee: \$[Amount] or [%] (waived if insurance delay)

PAYMENT METHODS ACCEPTED: ☐ Insurance company direct payment ☐ Check payable to: [Name] ☐

Electronic transfer to: [Account details] ☐ Online portal: [URL/Instructions] ☐ Third-party service: [Details]

Insurance Direct Payment Provisions

IF INSURANCE PAYS DIRECTLY:

1. Landlord agrees to accept insurance payments
2. Required documentation:
 - W-9 for tax reporting
 - Proof of ownership
 - Lease copy to insurance
3. Payment timing: May vary from standard due date
4. Tenant not liable for insurance delays/disputes
5. Late fees waived for insurance processing delays

BILLING COORDINATION: Landlord will provide monthly invoices to:

- Tenant: [Email]
- Insurance: [Email/Fax]
- Format: [Requirements]

- Timing: [# days before due date]
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SECTION 3: INSURANCE DISPLACEMENT PROVISIONS

Special Circumstances Acknowledgment

BOTH PARTIES ACKNOWLEDGE:

1. Tenant is displaced due to insured loss beyond their control
2. Emotional distress and disruption are expected
3. Flexibility and understanding are necessary
4. Primary goal is temporary shelter during repairs
5. This is not intended as a long-term tenancy

Early Termination Rights

TENANT MAY TERMINATE WITHOUT PENALTY:

- **When Primary Residence Becomes Habitable**
 - Notice Period: [30] days or less
 - Pro-rated refund for unused rent
 - No early termination fee
- **If Insurance Coverage Exhausted**
 - Notice Period: [30-60] days
 - Good faith effort to negotiate
 - No liability beyond coverage limits
- **Changed Circumstances**
 - Total loss determination
 - Sale of damaged property
 - Relocation for employment

LANDLORD MAY TERMINATE ONLY:

- For material breach with [30] days cure period
- If insurance company fails to pay after [60] days
- With [60-90] days notice for documented need

Insurance Compliance

TENANT AGREES TO:

- Maintain ALE/Loss of Use coverage
- Provide insurance updates monthly
- Cooperate with insurance inspections
- Document additional living expenses
- Not exceed coverage limits without notice

LANDLORD AGREES TO:

- Provide documentation insurance requires
 - Allow insurance inspector access
 - Maintain property in insurable condition
 - Not charge above reasonable market rate
 - Cooperate with claim process
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SECTION 4: OCCUPANCY AND USE

Authorized Occupants

ADULTS (18 and over):

1. [Name], DOB: [Date]
2. [Name], DOB: [Date]

MINORS (under 18):

1. [Name], Age: [Age]
2. [Name], Age: [Age]
3. [Name], Age: [Age]

Maximum Occupancy: [#] persons (fire code limit)

Pet Provisions

PETS DISPLACED FROM DAMAGED HOME: Understanding pets are family members also displaced:

☐ No pets

☐ Pets permitted as follows:

- Type/Breed: [Description]
- Name: [Pet name]
- Weight: [lbs]
- Licensing: [Current/Required]
- Vaccination: [Current/Required]

Pet Provisions:

- Additional Rent: \$[Amount]/month ☐ Waived
- Pet Deposit: \$[Amount] ☐ Waived
- Restrictions: [Any limitations]
- Damage responsibility: Tenant liable beyond normal wear

Use Restrictions

PERMITTED USES:

- Residential dwelling only
- Home office for existing employment
- Reasonable guests and visitors
- Storage of salvaged belongings (within reason)

PROHIBITED USES:

- No business operations (except existing home office)
 - No subletting or Airbnb
 - No illegal activities
 - No hazardous materials
 - No alterations to property
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SECTION 5: MAINTENANCE AND REPAIRS

Responsibility Matrix

| Item | Landlord | Tenant | Notes |
|--------------------|--------------------------|--------------------------|---------------------|
| REPAIRS | | | |
| Major repairs | ✓ | | Over \$[Amount] |
| Minor repairs | | ✓ | Under \$[Amount] |
| Emergency repairs | ✓ | | Tenant must notify |
| MAINTENANCE | | | |
| HVAC service | ✓ | | Quarterly/Annual |
| Lawn care | <input type="checkbox"/> | <input type="checkbox"/> | [Specify who] |
| Snow removal | <input type="checkbox"/> | <input type="checkbox"/> | [Specify who] |
| Pool/spa | <input type="checkbox"/> | <input type="checkbox"/> | If applicable |
| Pest control | ✓ | | As needed |
| UTILITIES | | | |
| Utility repairs | ✓ | | Service calls |
| Light bulbs | | ✓ | Regular replacement |
| Batteries | | ✓ | Smoke detectors |
| Filters | | ✓ | HVAC, monthly |

Emergency Procedures

EMERGENCY CONTACTS:

- Fire/Police/Medical: 911
- Landlord Emergency: [24-hour number]
- Maintenance Emergency: [Number]
- Utility Emergencies:
 - Electric: [Number]
 - Gas: [Number]
 - Water: [Number]

EMERGENCY REPAIRS: Definition: Conditions that:

- Threaten health or safety
- Risk property damage

- Eliminate essential services

Tenant may authorize repairs up to \$[Amount] if landlord unreachable

SECTION 6: PROPERTY CONDITION

Move-In Condition

INSPECTION REQUIREMENTS:

- Joint inspection within [48] hours of move-in
- Document all existing conditions
- Photos/video encouraged
- Written inspection form required
- Copy to insurance company

EXISTING CONDITIONS: *[To be completed at move-in inspection]*

- [Room]: [Condition notes]
- [Room]: [Condition notes]
- [See attached inspection form]*

Move-Out Expectations

TENANT RESPONSIBLE FOR:

- Return property in move-in condition
- Normal wear and tear excepted
- Professional cleaning ☐ Required ☐ Not required
- Carpet cleaning ☐ Required ☐ Not required
- Remove all personal property

DISPLACED PROPERTY STORAGE: Understanding tenant may have salvaged items:

- Reasonable temporary storage permitted
 - Must not damage property
 - Must be removed at termination
 - Landlord not liable for stored items
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SECTION 7: LEGAL PROVISIONS

Insurance and Liability

REQUIRED INSURANCE:

- Tenant must maintain renters insurance: \$[Amount] minimum
- Liability coverage: \$[Amount] minimum
- Additional insured: ☐ Landlord ☐ Not required
- Proof required: ☐ Before move-in ☐ Within [#] days

LIABILITY ALLOCATION:

- Landlord liable for: Property defects, failure to repair
- Tenant liable for: Negligent damage, guests' acts
- Neither liable for: Acts of God, force majeure
- Insurance primary: Each party's insurance is primary

Dispute Resolution

RESOLUTION PROCESS:

1. **Direct Communication:** Attempt resolution directly
2. **Written Notice:** Formal notice of dispute
3. **Mediation:** If unresolved in [30] days
4. **Legal Action:** If mediation fails

SPECIAL CONSIDERATION: Given displacement stress, both parties agree to:

- Approach disputes with empathy
- Consider emotional circumstances
- Seek amicable resolution
- Avoid unnecessary conflict

Notices

NOTICE REQUIREMENTS: All notices must be written and delivered:

TO LANDLORD:

[Address]

[Email]

TO TENANT:

[Temporary address]

[Email]

[Permanent address for legal notices]

Methods accepted:

- ☐ Email with read receipt
 - ☐ Certified mail
 - ☐ Hand delivery with receipt
 - ☐ Text for emergencies only
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SECTION 8: ADDITIONAL PROVISIONS

Special Accommodations

DISPLACEMENT ACCOMMODATIONS: Recognizing the unique circumstances:

- Grace period for move-in: [#] days
- Flexibility for insurance delays
- Storage space for salvaged items: [Location]
- Mail forwarding assistance provided
- Utility transfer assistance offered

Local Requirements

COMPLIANCE WITH LOCAL LAW:

- Business license #: [If required]
- Rental permit #: [If required]
- HOA approval: ☐ Obtained ☐ N/A
- Registration required: ☐ Completed ☐ N/A

Additional Terms

1. **Parking:** [Specific spaces and rules]
2. **Quiet hours:** [Time period]
3. **Smoking:** ☐ Prohibited ☐ Designated areas

- 4. **Guests:** [Overnight limitations]
- 5. **Keys:** [Number provided, copy restrictions]
- 6. **Access:** [Landlord entry notice requirements]

SECTION 9: FINANCIAL TERMS SUMMARY

Complete Financial Picture

| Item | Amount | Due Date | Paid To | Method |
|-------------------|-----------|----------------|------------|----------|
| First Month Rent | #[Amount] | At signing | Landlord | [Method] |
| Security Deposit | #[Amount] | At signing | Landlord | [Method] |
| Pet Deposit | #[Amount] | At signing | Landlord | [Method] |
| Utilities Deposit | #[Amount] | Before move-in | Utility Co | Direct |
| Monthly Rent | #[Amount] | [Day] of month | Landlord | [Method] |
| Utilities (est.) | #[Amount] | Varies | Utility Co | Direct |
| Total Move-in | #[Amount] | | | |
| Monthly Total | #[Amount] | | | |

Insurance Coverage Tracking

ALE/LOSS OF USE COVERAGE:

- Total Available: #[Amount] or [Months]
- Monthly Allocation: #[Amount]
- Rent Portion: #[Amount]
- Utilities Portion: #[Amount]
- Other Expenses: #[Amount]
- Projected Duration: [Months]
- Coverage Exhaustion Date: [Estimated]

SECTION 10: SIGNATURES

Agreement Execution

ENTIRE AGREEMENT: This document constitutes the entire agreement between parties and supersedes all prior negotiations, representations, or agreements. No oral agreements are binding.

LANDLORD SIGNATURE:

Signature

Print Name: [Name]

Title: [If entity]

Date: [Date]

TENANT SIGNATURE(S):

Signature

Print Name: [Name]

Date: [Date]

Signature (if multiple tenants)

Print Name: [Name]

Date: [Date]

WITNESS (if required by state):

Signature

Print Name: [Name]

Address: [Address]

Date: [Date]

ATTACHMENTS

Required Attachments

☐ **Exhibit A:** Property Inventory (if furnished) ☐ **Exhibit B:** Move-in Inspection Form ☐ **Exhibit C:** Rules

and Regulations ☐ **Exhibit D:** Insurance Claim Documentation ☐ **Exhibit E:** Pet Agreement (if applicable)
☐ **Exhibit F:** Utility Information Sheet ☐ **Exhibit G:** Emergency Procedures ☐ **Exhibit H:** Lead Paint
Disclosure (if pre-1978) ☐ **Exhibit I:** Mold Disclosure (if required) ☐ **Exhibit J:** Photo Documentation

POST-EXECUTION CHECKLIST

For Tenant:

- ☐ Receive fully executed copy
- ☐ Provide copy to insurance company
- ☐ Set up utilities (if responsible)
- ☐ Obtain renters insurance
- ☐ Complete move-in inspection
- ☐ Get keys and access codes
- ☐ Update address with:
 - ☐ Post office
 - ☐ Employer
 - ☐ Banks
 - ☐ Insurance
 - ☐ Government agencies

For Landlord:

- ☐ Provide fully executed copy
 - ☐ File W-9 with insurance if applicable
 - ☐ Document property condition
 - ☐ Provide all required disclosures
 - ☐ Set up rent collection
 - ☐ Add to insurance as additional interest
 - ☐ File with local authorities if required
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IMPORTANT NOTES

For Insurance Claim:

- Keep all receipts
- Document all expenses

- Track mileage if applicable
- Maintain expense log
- Submit timely to insurance

Communication:

- Regular updates on repair progress
- Notice of any coverage issues
- Advance notice of move-out
- Coordination with contractors

This agreement is designed for temporary housing due to insurance displacement. It is not intended as a standard residential lease. Consult with legal counsel for specific state requirements and modifications.