

WEEK-TO-WEEK RENTAL LEASE AGREEMENT

The **Week-to-Week Rental Lease Agreement ("Agreement")**, effective as of _____, 20, is entered into by and between:

I. THE PARTIES.

Landlord ("Landlord"),

Name: _____,
Mailing address: _____,
City: _____,
State: _____

AND

Tenant(s) ("Tenant").

Name: _____

Each individual or entity, whether Landlord or Tenant, is collectively referred to as **"Parties"** and individually as a **"Party"** herein.

Therefore, the Tenant agrees to lease the Premises from the Landlord under the terms and conditions outlined below, in consideration of the mutual promises and agreements set forth herein:

II. LEASE TYPE. As of _____, 20____, the Tenant will have the right to occupy the Premises on a week-to-week basis and will end upon written notice from either Party to the other ("Lease Term").

III. OCCUPANT(S). Besides the Tenant, the Premises is strictly intended to serve as a residential dwelling for the following persons: (select one)

- _____ ("Occupant(s)")

- There are no Occupant(s).

IV. THE PROPERTY. It is agreed that the Landlord will lease the following property to the Tenant: (describe the property and enter details)

a.) Mailing Address: _____, City of _____, State of _____.

b.) Residence Type: Apartment House Condo Other: _____

c.) Bedroom(s): _____

d.) Bathroom(s): _____

This property shall be leased entirely by the Tenant (the "Premises").

V. PURPOSE. It is only permissible for Tenant and Occupant(s) to use the Premises as:
(select one)

- Only as a residential dwelling.

- As a residential dwelling and:

_____.

VI. FURNISHINGS. The Premises is: (select one)

- To be furnished with the following: _____

_____.

- Not furnished.

VII. APPLIANCES. The Landlord shall: (select one)

- Supply the following appliances: _____

_____.

- Not supply any appliances.

VIII. RENT. In equal weekly installments, the Tenant shall pay the Landlord,
\$ _____ ("Rent"). Rent is due on _____ of the week ("Due
Date") in accordance with these instructions: _____

_____.

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). A Tenant who pays the rent with a
check that is not honored for insufficient funds (NSF): (select one)

- There shall a fee payment of \$ _____ per incident.

- There shall be no fee.

X. LATE FEE. If rent is not paid by Due Date: (select one)

There shall be a penalty of \$ _____ due as

One (1) Time Payment

Everyday Rent is Late.

Late rent is considered when it has not been paid within _____ days of the Due
Date.

- No Late Fee payment if Rent is late.

XI. FIRST (1ST) WEEK'S RENT. A first (1st) week's rent must be paid by the Tenant: (select one)

- Upon execution of this agreement.
- On the first (1st) day of the lease term.

XII. PRE-PAYMENT. The Tenant shall: (select one)

- The rent will be paid in advance in the amount of \$_____ for the term that begins on _____, 20____ and ends on _____, 20____. Pre-Payment of Rent shall be due upon execution of this Agreement.
- No prepayment required.

XIII. PRORATION PERIOD. The Tenant: (select one)

- The tenant will take possession of the premises before the start of the Lease Term on _____, 20____ and will pay \$_____ for the proration period. Proration is calculated based on the weekly Rent on a daily basis, which is payable by the Tenant after execution.
- The Premises shall not be occupied prior to the term of the lease.

XIV. SECURITY DEPOSIT. As part of this Agreement: (select one)

- The Landlord requires that the Tenant pay a security deposit of \$_____ ("Security Deposit") for the faithful performance of this Agreement. Security Deposits must be paid by the Tenant upon signing the Agreement. Tenant will receive the Security Deposit within ____ days after the Lease Term ends, less any itemized deductions. Rent cannot be credited against this Security Deposit unless the Landlord agrees in writing.
- No Security Deposit is required by the Landlord.

XV. MOVE-IN INSPECTION. As soon as the Tenant accepts possession, or shortly thereafter, the Landlord and Tenant: (select one)

- Agree to inspect the Premises and write down any present damages or repairs that may need to be made before moving in.
- Will not inspect or complete a move-in checklist for the premises.

XVI. PARKING. The Landlord: (select one)

- Shall provide ____ parking space(s) to the Tenant for a fee of \$_____ to be paid:
 - at the execution of this Agreement
 - on a weekly basis in addition to the rent. The parking space(s) are described as: _____.

- Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the premises are sold, the Tenant must be notified of the new owner, and if there is a new manager, their contact information for repairs and maintenance must be provided. Upon the conveyance of the premises, the new owner: (select one)

- Can terminate this agreement with ___ days' notice to the Tenant.

- Cannot terminate this agreement.

XVIII. UTILITIES. Utility and service provisions shall be made by the Landlord to the Tenant: _____

The Tenant is responsible for any other utilities or services not listed.

XIX. EARLY TERMINATION. The Tenant: (select one)

- Can terminate this agreement at any time with at least ___ days' written notice to the Landlord, along with an early termination fee of \$_____ (US Dollars). The Tenant remains responsible for paying rent during the notice period.

- Cannot terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (select one)

- Only permitted in the following areas: _____.

- Not permitted on the premises or in common spaces.

XXI. PETS. The Tenant: (select one)

- Is permitted to have ___ pet(s) on the premises, which must include _____ [Types of Pets Allowed] that are not to weigh over ___ pounds. The Landlord shall charge tenants a fee of \$_____ for the right to have pet(s) on the Premises:

non-refundable

Refundable except in cases of pet-related damage.

The Tenant agrees to restore the Premises to its original condition at their expense if any pet damages the Premises, regardless of ownership.

- Is not permitted to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (select one)

- Has the right to use a waterbed on the premises.

- Does not have the right to use a waterbed on the Premises.

XXIII. NOTICES. The Landlord or Tenant may send each other notices at the following addresses:

Address of the landlord/agent:

_____.

Mailing Address of the Tenant: (select one)

- The Premises.

- Other. _____.

XXIV. AGENT/MANAGER. (select one)

- The Landlord has a manager on site who can be contacted for maintenance or repairs at:

Name: _____

Telephone (____) _____ - _____

E-Mail _____

- There is no manager on the premises, but the Landlord can be contacted for maintenance or repairs at:

Telephone (____) _____ - _____

E-Mail _____

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. A failure by the Landlord to deliver possession of the Premises at the start of the Lease Term shall terminate this Agreement at the Tenant's option. Also, if the Landlord does not deliver possession and the Tenant cancels this Agreement, the Security Deposit (if any) and any pre-paid rent or fees, including any fee paid during the application process before this Agreement is executed, will be returned to the Tenant.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement, all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. One subtenant's consent shall not be construed as consent for subsequent subtenants.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. This Agreement shall terminate immediately if the Tenant vacates or abandons the Premises.

XXIX. ASSIGNMENT. It is prohibited for Tenant to assign this Lease without the prior written consent of the Landlord. Landlord's consent to one assignment does not constitute consent to subsequent assignments.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Any alterations to leased premises must be approved in writing by the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. In the event that the Tenant fails to pay rent by the due date, and the default continues for the period specified in the written notice thereafter, the Landlord has the option to declare all rent due hereunder (compiling all weeks applicable to this Agreement) to be payable immediately, and may terminate this Agreement immediately if the Landlord exercises all of the rights and remedies available to him or her at law or in equity.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each Tenant is jointly and individually responsible for all of this Agreement's obligations, including, but not limited to, rent payments. Any Tenant, guest, or occupant who violates this Agreement is considered to have violated it. It is the landlord's responsibility to provide notice to the Tenant or any of the Occupants of legal age. Notices and requests from the Tenant or any Occupant (including repair requests and entry permissions) constitute notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. It is illegal for the Landlord to retaliate against the Tenant in any way, including restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other act that may be deemed unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. This Agreement may not be waived unless the Landlord and Tenant execute a formal amendment to this Agreement expressing such a waiver.

XLII. EQUAL HOUSING. It is the Landlord's responsibility to provide reasonable modifications to the Premises if the Tenant has a mental or physical impairment, unless it is too difficult or expensive for the Landlord to do so. The Landlord is encouraged to receive any impairment from the Tenant in writing so that the most appropriate course of action can be taken for the modification of the premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. All covenants and conditions herein are deemed to be conditions of this Agreement and shall apply to the heirs, legal representatives, and assigns of the parties hereto.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. In the event that said damage occurred because of the negligence of the Tenant, the Tenant shall be responsible for all repairs and lost income due to restoring the Premises back to a livable condition in addition to any other losses that the Landlord can prove.

XLVII. LEAD PAINT. (select one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

- The Premises was not built prior to 1978.

XLVIII. GOVERNING LAW. This Agreement is to be governed by the laws of the State of

XLIX. ADDITIONAL TERMS AND CONDITIONS. _____

L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. Any prior discussions, understandings, or oral agreements are replaced by this Agreement. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Signature of Landlord _____ Date: _____

Print Name: _____

Signature of Tenant _____ Date: _____

Print Name: _____

Signature of Tenant _____ Date: _____

Print Name: _____

Signature of Agent _____ Date: _____

Print Name: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$ _____

First (1st) Week's Rent: \$ _____

Parking Fee: \$ _____

Pet Fee(s): \$ _____

Pre-Payment of Rent: \$ _____

Proration Amount: \$ _____

Total Amount: \$ _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Lead-based paint may be present in housing built before 1978. The presence of lead can pose a health hazard if not managed properly, in the form of paint chips, dust, and paint. Young children and pregnant women are especially vulnerable to lead exposure. Landlords must disclose any lead-based paint hazards in dwellings built before 1978 before renting them out. Moreover, federally approved pamphlets on preventing lead poisoning must be provided to tenants.

2. Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____.

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

- Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- Tenant has received copies of all information listed above.

- Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Broker's Acknowledgement

- Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____