

# FAMILY MEMBER LEASE AGREEMENT

This **Family Member Lease Agreement (“Agreement”)** which was created on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between family members and intends to provide mutual benefit to the relevant parties.

## The Family Members (the Parties)

\_\_\_\_\_ (“Family Member”) that will be the tenant.

\_\_\_\_\_ (“Landlord”).

When either the Landlord or Family Member is referred to individually, they are known as a “Party” and when referred to collectively, they are known as the “Parties”. The Family Member agrees and understands that this Agreement is legally binding and is enforceable upon the parties to this agreement as well as others that may be living on the property.

**The Property.** The Property in this Agreement can be found at the mailing address below:

\_\_\_\_\_.

**Bedroom.** The Family Member, under this Agreement, is leasing a: (check one)

- Private Bedroom
- Shared Bedroom

**Private Access.** On the property, the Family Member will be provided with private access to: (Check all that apply. Leave blank if not applicable)

- Bathroom
- Balcony
- Other. \_\_\_\_\_

**Shared Access.** On the property, the Family Member will be provided with shared access to: (Check all that apply. Leave blank if not applicable.)

- Kitchen
- Laundry Area
- Common Bathroom(s)
- Balcony(ies)
- Parking Area(s)
- Outdoor Area(s)
- Other. \_\_\_\_\_

The areas described in the preceding sections and any other attachments to this Agreement shall henceforth be referred to as the “Property”.

**Lease Terms** (check one)

- Fixed Lease. The Family Member will be able to take possession of the allocated premises from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ until the \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Lease Term”). If the Lease Term ends and there is no renewal made for this Agreement, the Family Member: (check one)

- Will be able to continue leasing the allocated premises with the same terms contained within this Agreement but on a month-to-month basis.
- Will have to leave the allocated Premises.

- Month-to-Month Lease. The Family Member will be able to take possession of the allocated premises on a rolling month-to-month bases from the \_\_\_ day of \_\_\_\_\_, 20\_\_ and the arrangement will end when either party provides a \_\_\_\_\_ day notice in writing (“Lease Term”).

**Security Deposit.** The Family Member will be obligated to make a security deposit payment, as a prerequisite to this Agreement being valid, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“Security Deposit”).

By signing this Agreement, the Family member accepts responsibility for any damages that may occur as a result of pets, guests, or caused by the Family Member and will reimburse any roommates for their part of the security deposit that is held as a result of the damages caused.

**Rent.** The Family Member owes rent in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) every month. Rent is due on the \_\_\_\_\_ day of every month. If that day falls on a weekend, the rent is due the following Monday.

All payments are to be made in the following manner \_\_\_\_\_.

It is understood by the Family Member that the Landlord has the right and authority to evict the Family Member if the Family Member does not pay the Rent in full as at the time stipulated every month. The Family Member understands that the Landlord can evict the Family Member if the Landlord does not receive the Rent Payment in full and on time each month.

**Utilities & Services.** Apart from the Rent Payment, the Family Member will be responsible for paying for the following utilities each month:

- \_\_\_\_%  - \$\_\_\_\_ for:

\_\_\_\_\_

- \_\_\_\_%  - \$\_\_\_\_ for:

\_\_\_\_\_

The Family Member agrees to place the following utilities/services in their name:

\_\_\_\_\_

The Family Member agrees to pay as follows for any additional utilities or services:

\_\_\_\_\_

Hereinafter this section shall be referred to as the “Utilities.”

**Termination.** The Family Member: (check one)

- Can Terminate this Agreement. The Family Member has the ability to terminate This lease Agreement for any reason and at any time as long as they meet certain conditions. They must vacate the property and move out any of their possessions in good faith and having satisfied their obligations according to the terms of this Agreement. At the point of termination, the Family Member Make all Rent and Utility Payments prorated up to their move-in date. After vacating the Premises and paying for the items listed above, the Family Member will have their security deposit returned, less any fees removed, within 30 days or the minimum time stipulated by state law – whichever is longer.

- Cannot Terminate this Agreement. The Family Member may not terminate this Agreement. The agreement will continue in accordance with the Lease Term stipulated above.

**Section 11. Other Agreements.** In an effort for a mutually beneficial living situation, the following rules and obligations must be met by the Family Member:

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**Section 12. Additional Terms and Conditions.**

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**Section 13. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**Section 14. Entire Agreement.** This Agreement represents all of the terms and conditions agreed to by the signatories to this document, inclusive of any additional attachments or addendums. This agreement serves as a replacement for all other agreements, understandings, and discussions related to the subject matter contained herein. Furthermore, the Family Member agrees to the terms and conditions and will voluntarily be bound by them until the end of the Lease Term.

IN WITNESS WHEREOF, the Family Member and Landlord have read this Agreement and fully understand their rights and obligations hereto with their signatures below.

**Landlord's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

**Family Member's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_