

**MONTH-TO-MONTH RENTAL AGREEMENT**

**DATE:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**TENANT:** \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS AGREEMENT** is by and between Landlord and Tenant as set forth above, and it is entered into on the date set forth above.

**WHEREAS** Landlord is the owner located at \_\_\_\_\_ (the "Premises"). Tenant desires to rent the Premises and Shared Common Areas in the Premises on the terms and conditions herein.

**NOW THEREFORE** in consideration of the mutual benefits and obligations contained in this Agreement, the receipt and sufficiency of which consideration is acknowledged, the parties hereto agree as follows:

**Premises**

Landlord, in consideration of the Rent amount and other covenants contained herein, rents the Premises and Shared Living Areas defined herein. Tenant agrees not to use Premises for carrying on any kind of business.

**Parking**

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**Appliances**

The Premises is outfitted with the following appliances:

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Tenant shall use and maintain the appliances in such a manner that, upon expiry or termination of the Agreement, the appliances will be returned to Landlord in a reasonable condition.

**Term**

This agreement will be in effect from the date set forth above and will be renewed automatically on a monthly basis until termination. Landlord or Tenant may terminate on the last day of a monthly period upon giving either party a minimum 30-day advance notice of termination.

**Rent**

The Monthly Rent for the Premises is \$\_\_\_\_\_ payable on the \_\_\_\_\_ of each month during the term of this Agreement to Landlord at such address as Landlord request. Should a Tenant rent check to Landlord be returned for insufficient funds, Tenant shall be liable to Landlord for \$\_\_\_\_\_ as a penalty.

**Late Payment**

In the event any rent payment by Tenant is not made within 3 days of when rent is due, Tenant shall pay to Landlord a "3 Day Late Fee" in the amount of \$\_\_\_\_\_. In the event any rent payment by Tenant is not made within 15 days of when rent is due, Tenant shall pay to Landlord a "15 Day Late Fee" in the amount of \$\_\_\_\_\_.

**Security Deposit**

Tenant will pay a security deposit to Landlord in the amount of \$\_\_\_\_\_ (the 'Security Deposit'). The Security Deposit will be returned to Tenant at the end of this tenancy, less such deductions as provided in this

Agreement. The parties acknowledge that Landlord will be permitted to deduct from the Security Deposit any amounts allowable under the Act. The parties acknowledge that upon expiration or termination of this Agreement Landlord will return the Security Deposit, less any proper deductions, to an address agreed upon between Landlord and Tenant or before 14 days after the expiration of the agreement.

### **Animals**

The parties agree the total number of animals on the Premises by all Tenants of the Premises may not exceed 1 dog or cat. Tenant acknowledges exclusively responsible for any and all damage caused to the Premises by such animal. In the event Tenant does have either animal allowed hereunder, the security deposit stated above shall be increased by an additional \$\_\_\_\_\_.

### **Residential Duties**

Tenant shall, at its own expense, comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; keep the Premises clean and sanitary; remove all garbage from the dwelling unit in a clean and sanitary manner; keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; replace (or clean, if permanent type) air conditioning filters as and when needed, but at least once every other month; and use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

### **Damage to Premises**

If the Premises is damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Agreement within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

### **Improvements by Tenant**

Tenant may not make any alterations or improvements to the Premises (including the application of paints, stains, nails or screws to the woodwork, walls, floors or furnishings) without first obtaining Landlord's written consent to the alteration or improvement and all such alterations or improvements shall become the property of Landlord.

### **Quiet Enjoyment**

Tenant will have quiet enjoyment of the Premises for the term of this Agreement provided that Tenant dutifully pays rent and performs the covenants in accordance with the terms and conditions stated in this Agreement.

### **Disclosure of Information on Lead-Based Paint**

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Before renting pre-1978 housing, Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

### **Surrender of Premises**

At the expiration of the Agreement Term, Tenant shall immediately surrender the Premises in the same condition as at the start of the Agreement, reasonable use and wear thereof and damages by the elements excepted; and Tenant shall return to Landlord a complete set of keys to the Premises and provide Landlord in writing, Tenant's forwarding address. If Tenant remains on the Premises after the expiration or termination of the Agreement without Landlord written permission, Landlord may recover possession of the Premises in the manner provided for by law.

### **Legal Expenses**

Should Tenant breach this Agreement, Landlord shall be indemnified by Tenant for any reasonable attorneys fees and out-of-pocket cost which in any way relate to, or were precipitated by, the breach of this Agreement.

### **Non-Waiver**

Any failure by Landlord to exercise any rights under this Agreement shall not constitute a waiver of rights.

### **Binding Effect**

The Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirement specifically mentioned in the Agreement. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

**Assignment and Sub-letting**

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord option, terminate this Agreement.

**Amendment of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by the parties.

**Entire Agreement**

This Agreement will constitute the entire agreement between Landlord and Tenant. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

**Severability**

In the event of any conflicts arising between any provision of this Agreement and the applicable legislation of the State of Arizona, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement. In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**Governing Law**

It is the intention of the parties to this Agreement that any and all suits that may be commenced by virtue of this Agreement be construed in accordance with and governed by the laws of the State of Arizona, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety on the day first written above.

**LANDLORD:**

**TENANT:**

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