

## ROOM RENTAL AGREEMENT

This Room Rental Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Landlord:**

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

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

and

**Tenant(s):**

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_

(collectively referred to as "Parties").

**RECITALS**

WHEREAS, Landlord is the owner of the property located at \_\_\_\_\_ (the "Property"); and

**WHEREAS, Landlord desires to rent a specific room within the Property to Tenant, and Tenant desires to rent said room from Landlord, subject to the terms and conditions set forth herein.**

**NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows: I. PREMISES**

Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, a private room (the "Room") located at \_\_\_\_\_ within the Property. The Room is designated as \_\_\_\_\_ . Tenant shall have exclusive use of the Room and shared use of common areas of the Property, including but not limited to the kitchen, living room, bathrooms, and laundry facilities, with Landlord and/or other occupants.

## II. TERM

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and shall continue on a month-to-month basis until terminated by either Party in accordance with the provisions of this Agreement.

## III. RENT

- a. **Rent Amount:** Tenant shall pay to Landlord a monthly rent of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) for the Room.
- b. **Due Date:** Rent shall be due and payable in advance on the first (1st) day of each calendar month.
- c. **Payment Method:** Rent shall be paid by \_\_\_\_\_ (e.g., check, money order, electronic transfer) to \_\_\_\_\_ (e.g., Landlord's address, specific bank account).
- d. **Late Fees:** If rent is not received by the fifth (5th) day of the month, Tenant shall pay a late fee of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars). This late fee is intended to compensate Landlord for administrative costs and not as a penalty.

## IV. SECURITY DEPOSIT

- a. **Deposit Amount:** Tenant shall pay to Landlord a security deposit of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) upon execution of this Agreement.
- b. **Purpose:** The security deposit is held by Landlord to secure Tenant's faithful performance of the terms and conditions of this Agreement, including but not limited to payment of rent, repair of damages to the Room or common areas beyond normal wear and tear, and cleaning costs upon termination of the tenancy.
- c. **Return of Deposit:** The security deposit, less any lawful deductions, shall be returned to Tenant within \_\_\_\_\_ (e.g., 30) days after the termination of this Agreement and Tenant vacates the Room, provided Tenant has complied with all terms of this Agreement. Landlord shall provide an itemized statement of any deductions.

## V. UTILITIES

The cost of utilities, including \_\_\_\_\_ (e.g., electricity, gas, water, internet, trash collection), shall be handled as follows:

- All utilities are included in the monthly rent.

- Tenant shall pay a fixed monthly utility fee of \$ \_\_\_\_\_ in addition to rent.
- Utilities shall be shared equally among all occupants of the Property. Landlord will provide statements, and Tenant's share shall be due with the monthly rent.
- Tenant shall be solely responsible for arranging and paying for the following utilities:  
\_\_\_\_\_.

## VI. HOUSE RULES

**Tenant agrees to abide by the following house rules, which are incorporated into this Agreement:** a.

**Quiet Hours:** Quiet hours shall be observed between the hours of \_\_\_\_\_ and \_\_\_\_\_.

b. **Guests:** Overnight guests are permitted for a maximum of \_\_\_\_\_ ( \_\_\_\_\_ ) consecutive nights and no more than \_\_\_\_\_ ( \_\_\_\_\_ ) nights per month. Tenant is responsible for the conduct of their guests.

c. **Cleaning:** Tenant shall keep their Room clean and tidy. Common areas shall be kept clean and free of personal belongings, with a shared responsibility for cleaning common areas. A cleaning schedule for common areas may be established by mutual agreement.

d. **Pets:**  No pets are allowed.  Pets are allowed with Landlord's prior written consent and subject to a pet deposit of \$ \_\_\_\_\_.

e. **Smoking:** Smoking is strictly prohibited anywhere inside the Property, including the Room. Smoking is permitted only in designated outdoor areas.

f. **Common Area Usage:** Common areas are for the use and enjoyment of all occupants. Personal belongings should not be stored in common areas.

g. **Personal Property:** Tenant is solely responsible for their personal property. Landlord is not responsible for any loss or damage to Tenant's personal property.

h. **Alterations:** Tenant shall not make any alterations or improvements to the Room or common areas without the prior written consent of the Landlord.

i. **Locks:** Tenant shall not change any locks on the Room or Property without Landlord's prior written consent.

## VII. MAINTENANCE AND REPAIRS

a. **Landlord's Responsibilities:** Landlord shall maintain the structural integrity of the Property, including the roof, exterior walls, plumbing, heating, and electrical systems, in good repair. Landlord shall promptly address any necessary repairs to the common areas and essential services.

b. **Tenant's Responsibilities:** Tenant shall keep the Room and shared common areas clean and sanitary

and shall promptly notify Landlord of any needed repairs or maintenance. Tenant shall be responsible for any damage to the Room or common areas caused by Tenant's negligence or willful misconduct, or that of their guests.

## **VIII. ACCESS BY LANDLORD**

**Landlord may enter the Room only under the following conditions:** a. **Emergencies:** In case of an emergency, Landlord may enter the Room without prior notice.

b. **Repairs/Maintenance:** For necessary or agreed repairs, decorations, alterations, or improvements, Landlord shall provide Tenant with at least twenty-four (24) hours' written notice.

c. **Showing the Room:** To show the Room to prospective tenants, purchasers, or lenders, Landlord shall provide Tenant with at least twenty-four (24) hours' written notice.

d. **Abandonment:** If Landlord has reasonable cause to believe the Room has been abandoned by Tenant.

## **IX. TERMINATION**

a. **Notice of Termination:** Either Party may terminate this month-to-month Agreement by providing the other Party with at least thirty (30) days' written notice prior to the next rent due date.

b. **Early Termination:** If Tenant terminates this Agreement prior to the end of a monthly term without proper notice, Tenant may be responsible for rent for the remainder of that month or until a new tenant is found, whichever is less.

c. **Holdover:** If Tenant remains in possession of the Room after the expiration or termination of this Agreement without the express written consent of Landlord, Tenant shall be a tenant at sufferance and shall pay rent at a rate of \_\_\_\_\_ times the monthly rent, or as otherwise agreed by Landlord.

## **X. DEFAULT**

If Tenant fails to pay rent when due, violates any of the house rules, or breaches any other term of this Agreement, Landlord may, at Landlord's option, terminate this Agreement and regain possession of the Room in accordance with applicable law. Landlord shall provide Tenant with any legally required notice to cure the default or quit the premises.

## **XI. INDEMNIFICATION**

Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to

Tenant's use of the Room or Property, Tenant's breach of this Agreement, or the acts or omissions of Tenant or Tenant's guests.

## **XII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of

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## **XIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter hereof.

## **XIV. AMENDMENTS**

Any amendment or modification to this Agreement must be in writing and signed by both Landlord and Tenant.

## **XV. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **XVI. WAIVER**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right to enforce it at a later time.

## **XVII. NOTICES**

Any notice required or permitted under this Agreement shall be in writing and shall be deemed effectively given upon personal delivery, or three (3) days after mailing by certified or registered mail, return receipt requested, postage prepaid, to the addresses first set forth above, or to such other address as either Party may designate in writing.

## **XVIII. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and permitted assigns. Tenant may not assign this Agreement or sublet the Room without the prior written consent of Landlord.

**XIX. HEADINGS**

The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions hereof.

**XX. CONSTRUCTION**

No presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Room Rental Agreement as of the date first written above.

**LANDLORD**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**TENANT(S)**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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