**MONTH TO MONTH RENTAL AGREEMENT** Dated

 Agreement by and between , Owners, and , Tenants, for a dwelling located at . Tenants agree to rent this dwelling on a month-to-month basis for $ per month, payable in advance on the day of every calendar month to Owners of the residence , whose address is . When rent is paid on or before the day of the calendar month, Owners will give Tenants a (discount) (rebate) of $ .

 The first month’s rent for this dwelling is $ .

 The security/cleaning deposit on this dwelling is $ . It is refundable if Tenants leave the dwelling reasonably clean and undamaged.

 Tenants will give days’ notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Owners has moved in, whichever comes first.

 Owners will refund all deposits due within days after Tenants have moved out completely and returned their keys.

 Only the following persons and pets are to live in this dwelling:

The tenant must obtain written permission for other persons and/or pets to stay even temporarily in the residence. The residence may not be sublet or used for business purposes.

 Use of the following is included in the rent:

 Remarks:

 TENANTS AGREE TO THE FOLLOWING:

1. To accept the dwelling “as is,” having already inspected it.
2. To keep yards and garbage areas clean.
3. To keep from making excessive loud noises and disturbances and/or to play music and broadcast programs at all times so as not to disturb other people’s peace and quiet.
4. Not to paint or alter the dwelling without first obtaining Owner’s written permission.
5. To park their motor vehicle in assigned parking space and to keep that space clean of oil drippings, grease, or any other fluids or dirt that may acquire.
6. Not to repair their motor vehicle on the premises (unless it is in an enclosed garage if such repairs will take longer than a single day.)
7. To allow Owners to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
8. Not to keep any liquid-filled furniture in this dwelling.
9. To pay rent by check or money order made out to Owners. (Checks must be good when paid or applicable late-payment consequences will apply.)
10. To pay for repairs of all damage, including drain stoppages, they or their guests have caused.
11. To pay for any windows broken in the residence while they live there.

Violation of any part of this Agreement or nonpayment of rent when due shall cause for eviction under applicable code sections. The prevailing party (shall) (shall not) recover reasonable legal services fees involved.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner Tenant

\*By Tenant

\*Person authorized to accept legal service on Owners’ behalf