

# Month to Month Vacation Rental Agreement

**Disclosure:** This template should be used as a guide that you can build off of with your state's specific disclosures. Please keep in mind it wasn't drawn up by a lawyer and is not state specific. Consult a real estate attorney or a Realtor to ensure you're abiding by state and local laws.

Date \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_

Tenant name: \_\_\_\_\_  
Co-tenant name: \_\_\_\_\_  
Owner/Landlord name: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Vacation Rental Agreement Terms

This agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. At the end of the lease term normal wear and tear is expected, however tenant agrees to turn property over in a peaceful manner and in good working order, and to remove all personal property and trash and to return all keys and garage door openers.

Proper notice requires Tenant or Landlord to give at least \_\_\_\_\_ days written notice before ending date or before the end of any renewal term. If no notice is given, then the agreement will automatically renew on a continual month to month basis.

## Security Deposit for a Month-to-Month Vacation Rental Agreement

Security Deposit, in the amount of \$\_\_\_\_\_ will be held as security for the full faith performance of the tenant and held in escrow by Landlord.

When Tenant moves out of the property, tenant will return all keys and give Landlord written notice of Tenant's new mailing address for the return of Security Deposit. Within \_\_\_\_\_ days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Landlord may deduct repair costs and any unpaid Rent from Tenant's Security Deposit.

## Month-to Month Vacation Rental Total Move in Money Required

First month rent of \$\_\_\_\_\_ and security deposit of \$\_\_\_\_\_ are both due at move in.  
Total amount due at move in: \$\_\_\_\_\_

## Vacation Rental Monthly Rent

Rent is due in advance, without demand, on or before the \_\_\_\_\_ day of each month.  
The amount of Total Rent due during the Term is: \$ \_\_\_\_\_  
The Rent due each month is: \$ \_\_\_\_\_  
Rental payment should be paid via Mail to \_\_\_\_\_  
Online at \_\_\_\_\_ Other \_\_\_\_\_

## Vacation Rental Month to Month Late Fees & Returned Payment Fees

Tenant will pay a late fee of \$\_\_\_\_\_ per day if rent is paid after the \_\_\_\_\_. If a payment is returned by a financial institution for any reason, there will be a charge of \$ \_\_\_\_\_

## Pets

Tenant shall not keep domestic or any animals without prior written consent from landlord.  
Landlord may allow for pets if the tenant pays a non-refundable pet deposit of \$ \_\_\_\_\_

## Number of Occupants Allowed for Vacation Rental

Only persons listed on this rental agreement may reside in the rented premises unless agreed to in writing by the landlord.

List designated occupants here including those under age 18:

\_\_\_\_\_  
\_\_\_\_\_

## Service animals:

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
No more than \_\_\_\_ persons shall occupy the property.

## Insurance Required for a Month-to-Month Vacation Rental Agreement

Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. IF CHECKED, Tenant must have insurance policies providing at least \$\_\_\_\_\_ property insurance and \$\_\_\_\_\_ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies. Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.

## Maintenance for a Month-to-Month Vacation Rental Agreement

Landlord is responsible for keeping electrical, gas, plumbing, sanitary, HVAC and smoke detectors in working order. In addition, landlord will maintain and remedy the following checked items:

Stove      Refrigerator      Dishwasher      Washer      Dryer      Microwave  
Cooking Gas/Fuel      Cable/Satellite Television      Garbage Disposal

If checked tenant is responsible for      Pest/Rodent Control/Bed Bugs      Snow/Ice Removal  
Telephone      Lawn and Shrubbery Service

## Utilities for a Month-to-Month Rental Agreement

Tenant agrees to pay for all utilities except \_\_\_\_\_, which landlord agrees to pay. In the event utilities are turned off due to non-payment, landlord will pay and charge tenant as additional rent.

## Landlord & Tenant Responsibilities

Landlord is responsible for providing \_\_\_\_\_ smoke detectors in the property, tenant is responsible for changing the batteries if needed. The tenant is responsible for keeping the property clean, safe and properly disposing of all trash and debris. Tenant must notify Landlord immediately of any repairs needed and must obey all federal, state, and local laws that relate to the Property. Tenant must Not destroy, damage or deface any part of the Property. Tenant needs written permission before painting, performing maintenance or making any changes to the property.

Tenants, tenant's guest and family will not disturb the peace and enjoyment of other tenants or neighbors. Landlord may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant.

## Subletting

Tenant may not assign or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission. Tenant must have written permission for guest to stay more than \_\_\_\_ days.

## Quiet Enjoyment

By paying the said rent, the tenant has the right to quiet enjoyment and use of the leased property for the term mentioned without disruption from the landlord.

## Termination of a Month-to-Month Rental Agreement

If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinance. Landlord may legally evict tenant and take possession of the property by going to court. Tenant agrees to pay Landlord's legal fees and reasonable costs.

## Furnishings

Tenant agrees furnishings are in good condition and agrees to report any damage within 2 days of signing the lease and assumes responsibility for any unreported or additional damage. Damage is anything outside of normal "wear and tear". The following items of furniture are provided:

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## Vacation Month-to-Month Rental Agreement State Laws, Rules & Addendums

Rules for the Property are Attached  
Pet Addendum is Attached  
Tenant Laws are Attached

Landlord's contact information for communication: All notices and demands should be addressed and sent to:

Mail \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Landlord Signature      Date

\_\_\_\_\_  
Tenant Signature      Date