

# TENANCY AT WILL

Date: \_\_\_\_\_

LANDLORD(Name, Address, City, State, Phone Number): \_\_\_\_\_

rents and the TENANT: \_\_\_\_\_

hires the PREMISES at: \_\_\_\_\_

consisting of \_\_\_\_\_

at a RENT of \$ \_\_\_\_\_ per \_\_\_\_\_ payable on the \_\_\_\_\_ day of each \_\_\_\_\_

in advance, the rental period commencing on \_\_\_\_\_

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty days after such notice has been given, whichever is longer; provided, however, that in the event of any breach by Tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law. This tenancy shall be under the following conditions:

**1. CARE OF PREMISES** – The Tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aerials, or other like equipment shall be installed without the prior written consent of the Landlord. No waterbeds shall be permitted in the premises.

**2. MAINTENANCE** – For maintenance, if other than Landlord contact:  
 Name: \_\_\_\_\_ Address/City/State: \_\_\_\_\_ Phone #: \_\_\_\_\_

**3. CLEANLINESS** – Tenant shall maintain the premises in a clean condition and shall not sweep, throw, or dispose of nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish, or other substance or article into any other parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Landlord.

**4. DISTURBANCE, ILLEGAL USE** – Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies or exterior walls or placed upon the exterior windowsills without the Landlord's prior written consent in each instance.

**5. COMMON AREAS** – No receptacles, vehicles, baby carriages or other articles of obstructions shall be placed in the halls or other common areas or passageways.

**6. HEAT AND OTHER UTILITIES** - The Tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the premises. The Landlord agrees to furnish reasonably hot and cold water and reasonable heat during regular heating season (except to the extent supplied through utilities metered to the premises or fuel oil kept in a separate tank as stated above), but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of the Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Landlord. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Landlord. **Payment by the Tenant for water and sewer service is subject to the provisions of the attached Water and Sewer Submetering Addendum.** *This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this apartment.*

**7. KEY AND LOCKS** – Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replace any defective exterior locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and shall not be removed by Tenant. Tenant shall promptly give duplicate key to any such changed, altered, replaced or new lock to the Landlord.



**8. LOSS OR DAMAGE** – Tenant agrees to indemnify and save Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

**9. PARKING** – Parking on the premises of Landlord is prohibited unless written consent is given by Landlord.

**10. PETS** – No dogs or other animals, birds, or pets shall be kept in or upon the premises without Landlord's written consent; and consent so given may be revoked at any time.

**11. PLUMBING - Water** closets, disposals, and waste pipes shall not be used for any other purposes than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same.

**12. REPAIRS** – Tenant shall at all times keep and maintain the premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality, and description and in such good repair, order and condition as at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear and damage by unavoidable casualty only excepted. Landlord and Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the premises. If Tenant fails within a reasonable time to make such repairs, then and in any such event, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, upon demand.

**13. RIGHT OF ENTRY** - The Landlord may enter upon the leased premises in case of emergency, to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Landlord may also enter upon the said premises if same appear to have been abandoned by the Tenant or as otherwise permitted by law.

**14. OCCUPANCY OF PREMISES** – Tenant shall not assign or underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this tenancy, their spouses, and any children born to them hereafter, without first obtaining on each occasion the assent in writing of Landlord.

**15. NOTICES** – Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by any adult who resides with the Tenant in the premises. Written notice from the Tenant to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be so sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*

**16. TRUSTEE** – In the event that the Landlord is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, or such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said premises, the use or the maintenance of said building or its approaches and equipment.

**17. COPY OF AGREEMENT** – Landlord shall deliver a copy of the agreement, duly executed by Landlord or his authorizing agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.

**18. REPRISALS PROHIBITED** – Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

**19. ATTACHED FORMS** - The forms, if any, attached hereto are incorporated herein by reference.

**20. ADDITIONAL PROVISIONS** –

**TENANT** – Subject to applicable law, the Landlord will provide insurance for up to \$750 in benefits to cover the actual costs of relocation of the Tenant if displaced by fire or damage resulting from fire.

**IN WITNESS WHEREOF**, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_