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# Room Rental Agreement

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## ROOM RENTAL AGREEMENT

This Room Rental Agreement (this "Agreement") is entered into as of [Effective Date] by and between:

Jane Doe ("Homeowner"), and John Smith ("Tenant")

for the rental of a room at the following property:

123 Main Street, Apt 5, City, State 12345 (the "Property")

Room: Second bedroom (approximately 12x10 ft) on the second floor (the "Room")

### 1. Term of Agreement

This Agreement shall commence on [Effective Date] and shall continue through [Lease End Date], unless earlier terminated as provided herein. After the initial term, this Agreement shall automatically renew on a month-to-month basis under the same terms and conditions.

Either party may terminate this Agreement by providing 30 days written notice to the other party prior to the intended move-out date. Notice must be provided in writing and delivered personally or by certified mail.

### 2. Rent and Payments

The Tenant agrees to pay monthly rent of \$800 due on the 1st of each month. Rent shall be paid by check, electronic transfer, or other mutually agreed-upon method.

A late fee of \$25 shall be assessed for any rent payment received more than five (5) days after the due date. A fee of \$25 shall be charged for any returned check.

Utilities: Split equally. If utilities are split, the Homeowner shall provide the Tenant with an itemized statement of utility costs on a monthly basis. The Tenant's share is due within ten (10) days of receiving the statement.

The Tenant shall pay a security deposit of \$800 upon execution of this Agreement. The security deposit shall be held by the Homeowner and returned within thirty (30) days after the Tenant vacates the Room, less any deductions for unpaid rent, damage beyond normal wear and tear, or cleaning costs. The Homeowner shall provide an itemized list of any deductions.

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### **3. Use of Room and Common Spaces**

The Tenant shall have exclusive use of the Room and shared access to the following common areas of the Property:

Kitchen, living room, bathroom, laundry room

The Tenant agrees to:

- (a) Keep the Room clean and in good condition;
- (b) Share in the cleaning and maintenance of common areas on a fair and equitable basis;
- (c) Not make any alterations, modifications, or improvements to the Room or common areas without prior written consent of the Homeowner;
- (d) Use the Property only for residential purposes;
- (e) Not engage in any illegal activity on the Property;
- (f) Not store hazardous materials on the Property;
- (g) Respect quiet hours from 10:00 PM to 8:00 AM;
- (h) Keep noise levels reasonable at all times.

Parking: No

Pet Policy: No pets

### **4. Guest Policy**

Guest policy: Overnight guests limited to 3 nights/week

The Tenant is responsible for the behavior of all guests while on the Property. Guests must comply with all terms of this Agreement, including quiet hours and common area rules. Any guest who causes damage to the Property shall be the financial responsibility of the Tenant.

No guest may reside at the Property for more than the allowable period without the prior written consent of the Homeowner. Any guest who exceeds the allowable stay may be considered an unauthorized occupant, and the Homeowner reserves the right to require additional rent or terminate this Agreement.

### **5. Maintenance and Repairs**

The Homeowner shall maintain the structural integrity of the Property and ensure that all major systems (plumbing, heating, electrical, appliances) are in working order.

The Tenant shall promptly notify the Homeowner of any needed repairs or maintenance issues. The Tenant shall be responsible for any damage caused by the Tenant's negligence or misuse.

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The Tenant shall not make any repairs or hire any repair services without the prior consent of the Homeowner, unless there is an immediate emergency threatening health or safety.

Normal wear and tear is expected and shall not be charged against the Tenant's security deposit.

## **6. Termination and Move-Out**

Upon termination of this Agreement, the Tenant shall:

- (a) Remove all personal belongings from the Room and common areas;
- (b) Return all keys and access devices to the Homeowner;
- (c) Leave the Room in clean condition, normal wear and tear excepted;
- (d) Pay all outstanding rent and utility charges;
- (e) Provide a forwarding address for the return of the security deposit.

The Homeowner may terminate this Agreement immediately for cause, including but not limited to: non-payment of rent for more than ten (10) days, illegal activity, damage to the Property, or material violation of any term of this Agreement.

Any personal property left by the Tenant after the move-out date may be disposed of by the Homeowner after fourteen (14) days' written notice to the Tenant.

## **7. General Provisions**

7.1 Governing Law. This Agreement shall be governed by the laws of the State of California and all applicable local housing regulations.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

7.3 Amendments. Modifications must be in writing and signed by both parties.

7.4 Severability. If any provision is found unenforceable, the remaining provisions shall remain in effect.

7.5 Dispute Resolution. The parties agree to attempt to resolve disputes through good-faith negotiation before pursuing legal action.

7.6 Notices. All notices shall be in writing and delivered to the addresses provided.

7.7 Counterparts. This Agreement may be executed in counterparts.

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## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

### Homeowner / Primary Tenant

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

### Tenant / Roommate

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_