

# RENTERS INSURANCE ACKNOWLEDGMENT

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This Renters Insurance Acknowledgment (this "**Acknowledgment**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], whose address is [LANDLORD ADDRESS] ("**Landlord**"); and

[TENANT LEGAL NAME(S)], whose address is [TENANT ADDRESS] ("**Tenant**").

Landlord and Tenant are each a "**Party**" and together the "**Parties**."

**Recitals.** The Parties are parties to a residential lease dated [LEASE DATE] for the premises located at [PREMISES ADDRESS] in [COUNTY, STATE] (the "**Lease**," and the property the "**Premises**"). Landlord requires, or strongly recommends, that Tenant maintain renters insurance, and Tenant acknowledges its responsibilities and the limits of Landlord's coverage. This Acknowledgment supplements and is incorporated into the Lease. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Incorporation and Purpose

**1.1 Incorporation.** This Acknowledgment is part of the Lease. All terms of the Lease remain in full force except as expressly modified here.

**1.2 Purpose.** The purpose of this Acknowledgment is to confirm Tenant's understanding of the renters insurance requirement, the scope of what such insurance protects, and the matters for which Tenant remains responsible.

**1.3 Defined terms.** "**Renters Insurance**" means a tenant's personal property and personal liability insurance policy meeting the requirements of Section 2. Capitalized terms not defined here have the meanings in the Lease.

## 2. Insurance Requirement

**2.1 Requirement.** Tenant [must / is strongly encouraged to] obtain and maintain Renters Insurance for the entire term of the Lease and any renewal or holdover period, beginning on or before the Lease commencement date.

**2.2 Minimum coverage.** Where required, the policy must provide at least the following: (a) personal liability coverage of not less than [AMOUNT, e.g. \$100,000] per occurrence; and (b) personal property coverage of not less than [AMOUNT, e.g. \$15,000], in each case subject to the policy's standard terms, exclusions, and deductibles.

**2.3 Carrier.** The policy must be issued by an insurer licensed or authorized to write coverage in [STATE] and reasonably acceptable to Landlord.

**2.4 Additional interest.** Where the Lease or applicable law permits, Tenant will name Landlord as an "**additional interest**" or "**interested party**" on the policy so that Landlord receives notice of cancellation or

non-renewal. Naming Landlord as an additional interest does not make Landlord an insured under Tenant's policy.

### 3. Proof of Coverage

**3.1 Initial proof.** Before taking possession, Tenant will provide Landlord with a certificate of insurance or declarations page evidencing the required coverage.

**3.2 Ongoing proof.** Tenant will provide updated proof of coverage on renewal and within **[NUMBER, e.g. 10]** days of Landlord's reasonable written request.

**3.3 Notice of change.** Tenant will notify Landlord promptly if the policy is cancelled, lapses, materially changes, or is not renewed during the term.

### 4. Scope and Limits of Coverage — Acknowledgments by Tenant

**4.1 Landlord's policy.** Tenant acknowledges that Landlord's property insurance covers the building and Landlord's property only, and does **not** cover Tenant's personal belongings, Tenant's liability to others, or Tenant's additional living expenses if the Premises become uninhabitable.

**4.2 Personal property at Tenant's risk.** Tenant acknowledges that Tenant's personal property is kept at the Premises at Tenant's own risk, and Landlord is not responsible for loss of or damage to Tenant's property except to the extent caused by Landlord's negligence or as otherwise required by applicable law.

**4.3 Liability exposure.** Tenant acknowledges that Tenant may be liable for injuries to guests or damage to the Premises or other units caused by Tenant, the members of Tenant's household, or Tenant's guests, and that Renters Insurance is intended to help protect against such liability.

**4.4 No legal advice.** Tenant acknowledges that Landlord has not advised Tenant on the adequacy of any particular coverage amount or policy and that Tenant is responsible for selecting coverage appropriate to Tenant's needs.

### 5. Consequences of Non-Compliance

**5.1 Default.** Where Renters Insurance is required, failure to obtain or maintain it, or to provide proof on request, is a breach of the Lease, subject to the notice and cure provisions of the Lease and applicable law.

**5.2 Landlord remedies.** On such a breach, Landlord may pursue the remedies available under the Lease and applicable law. **[Optional: Landlord may, but is not obligated to, obtain landlord-placed liability coverage that protects Landlord only and charge Tenant the cost as additional rent where permitted by law.]** Any such charge is permitted only to the extent allowed by applicable law, which varies by jurisdiction.

**5.3 No waiver of risk.** Landlord's failure to enforce the insurance requirement does not shift to Landlord any risk that Tenant has agreed to bear under the Lease or this Acknowledgment.

### 6. No Reduction of Tenant Obligations

**6.1 Insurance not a substitute.** The existence or amount of any insurance does not limit Tenant's obligations under the Lease, including Tenant's obligation to repair damage Tenant causes and to comply with the Lease.

**6.2 Subrogation.** Nothing in this Acknowledgment waives any insurer's right of subrogation except to the extent expressly stated in the Lease or required by the policy.

6.3 **Deductibles.** Tenant is responsible for any deductible under Tenant's policy and for any covered loss in excess of the policy limits.

7. General Provisions

7.1 **Governing law.** This Acknowledgment is governed by the laws of the State of [STATE] and by applicable local landlord-tenant and insurance rules, which vary by jurisdiction. Some jurisdictions limit a landlord's ability to require renters insurance or to charge for landlord-placed coverage.

7.2 **Notices.** Notices must be in writing and delivered as provided in the Lease, or to the addresses above, and are effective on receipt.

7.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.4 **Amendment.** This Acknowledgment may be amended only by a writing signed by both Parties.

7.5 **Entire agreement.** This Acknowledgment, together with the Lease, is the entire agreement between the Parties on the subject of renters insurance and supersedes prior discussions on that subject.

7.6 **Counterparts and electronic signature.** This Acknowledgment may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Acknowledgment as of the Effective Date.

LANDLORD	TENANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

[Add a signature row for each additional Tenant.]

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