

ROOM RENTAL AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[OWNER / PRIMARY TENANT LEGAL NAME], who owns or holds the lease to the residence described below, with a notice address at [ADDRESS] ("**Housing Provider**"); and

[ROOM RENTER LEGAL NAME], with a notice address at [ADDRESS] ("**Renter**").

Housing Provider and Renter are each a "**Party**" and together the "**Parties**."

Recitals. Housing Provider owns or lawfully occupies the residence described below and wishes to rent a private room within it, together with shared use of common areas, to Renter; and Renter wishes to rent that room, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Room and Shared Areas

1.1 **Rented room.** Housing Provider rents to Renter the private room located at [DESCRIBE ROOM, e.g. "the bedroom on the second floor, northwest corner"] in the residence at [FULL ADDRESS] (the "**Room**").

1.2 **Shared areas.** Renter has the non-exclusive right to use the following shared areas in common with the Housing Provider and any other residents: [e.g. kitchen, living room, bathrooms, laundry, yard, parking] (the "**Shared Areas**").

1.3 **Exclusive vs. shared.** The Room is for Renter's exclusive use. The Shared Areas are used in common, and Housing Provider may set reasonable rules for their use under Section 4.

1.4 **Furnishings.** The Room is [furnished as listed in [EXHIBIT] / unfurnished]. Renter is responsible for the condition of furnishings provided, ordinary wear and tear excepted.

2. Term

2.1 **Term.** This Agreement begins on [START DATE] and [continues month-to-month until terminated under Section 7 / ends on [END DATE]].

2.2 **Renewal.** [OPTIONAL: The term renews automatically on a month-to-month basis after [END DATE] unless either Party gives notice under Section 7.]

3. Rent, Deposit, and Costs

3.1 **Rent.** Renter will pay Housing Provider rent of [AMOUNT] per month (the "**Rent**"), due in advance on the [first] day of each month, without demand.

3.2 **What rent includes.** Rent [includes / does not include] the following utilities and services: [e.g. electricity, water, gas, internet, trash]. Any shared costs not included in Rent will be split [equally among residents / as

follows: DESCRIBE].

3.3 Security deposit. On signing, Renter will pay a security deposit of [AMOUNT] (the "Security Deposit"). Housing Provider may apply it to unpaid Rent and damage beyond ordinary wear and tear, and will return the balance, with any itemization and within the time required by applicable law, after Renter vacates. Deposit rules vary by jurisdiction; confirm local requirements.

3.4 Late charges. If Rent is not received within [NUMBER] days after its due date, Renter will pay a late charge of [AMOUNT OR %], to the extent permitted by applicable law.

4. House Rules and Conduct

4.1 Quiet hours and conduct. Renter will respect quiet hours of [TIMES], keep noise reasonable, and treat other residents with respect. Renter will not create a nuisance or use the residence for any unlawful purpose.

4.2 Guests. Overnight guests are permitted [as follows: e.g. up to [NUMBER] nights per month with advance notice]. Renter is responsible for the conduct of Renter's guests.

4.3 Cleanliness. Renter will keep the Room and Renter's portion of the Shared Areas clean and will share reasonable responsibility for common cleaning as [described here / agreed among residents].

4.4 Smoking, pets, and substances. [Smoking is prohibited / permitted only in DESCRIBE.] [Pets are not permitted without written consent / permitted as follows.] Unlawful drug activity is prohibited.

4.5 Use of Shared Areas. Renter will not store personal items in Shared Areas beyond what Housing Provider permits and will not alter the residence without Housing Provider's prior written consent.

5. Access and Privacy

5.1 Renter privacy. Housing Provider will respect Renter's reasonable privacy in the Room and will not enter the Room except with Renter's consent, after the notice required by applicable law, or in an emergency.

5.2 Locks and keys. Housing Provider will provide Renter keys or access devices to the residence and Room. Renter will not change locks without Housing Provider's prior written consent and will return all keys and devices at the end of the term.

6. Maintenance and Damage

6.1 Habitability. Housing Provider will maintain the residence in the condition required by applicable habitability and housing law and will make repairs that are Housing Provider's responsibility within a reasonable time after notice.

6.2 Renter responsibility. Renter will promptly report needed repairs and is responsible for damage to the Room, Shared Areas, or residence caused by Renter or Renter's guests beyond ordinary wear and tear.

7. Termination

7.1 Notice to terminate. For a month-to-month term, either Party may terminate by giving written notice at least the number of days required by applicable law (commonly [NUMBER, e.g. 30] days). For a fixed term, this Agreement ends on the end date unless renewed. Notice requirements are governed by the law of the residence's location.

7.2 Move-out. On termination, Renter will remove belongings, return all keys and devices, and leave the Room and Renter's portion of the Shared Areas clean and in the condition required by this Agreement, ordinary wear

and tear excepted.

7.3 **Default.** If Renter fails to pay Rent when due or materially breaches this Agreement and does not cure within any period required by applicable law after written notice, Housing Provider may terminate and pursue remedies available under applicable law. Self-help eviction is prohibited; Housing Provider will use lawful process where required. Whether a room-renter arrangement is a tenancy or a lodger arrangement, and the process to end it, vary by jurisdiction; confirm local rules.

8. General Provisions

8.1 **Governing law.** This Agreement is governed by the laws of the State of [STATE] and the local ordinances applicable to the residence.

8.2 **Notices.** Notices must be in writing and delivered to the addresses above (or as updated in writing) by a method permitted under applicable law.

8.3 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.4 **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.

8.5 **Counterparts and electronic signature.** This Agreement 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 Agreement as of the Effective Date.

HOUSING PROVIDER

RENTER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE OR N/A]

Title: [TITLE OR N/A]

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.