**TEXAS MONTH-TO-MONTH LEASE AGREEMENT**

1. **THE PARTIES**.This Texas Month-to-Month Lease Agreement (the “Agreement”) made on [MM/DD/YYYY] is between:

Landlord Name: [LANDLORD NAME] (the “Landlord”)

Landlord Address: [LANDLORD ADDRESS], AND

Tenant Name(s): [TENANT NAME(S)] (the “Tenant”)

The Landlord and Tenant are collectively referred to in this Agreement as the “Parties.”

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

1. **PROPERTY**.Landlord hereby leases the property located at:

[PROPERTY ADDRESS] to the Tenant (the “Premises”).

1. **LEASE TERM**.This lease shall be considered a month-to-month lease. The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on [MM/DD/YYYY] and ending upon a notice of [#] days from either party, in accordance with Texas law (the “Lease Term”).
2. **RENT**. The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of $[AMOUNT] (the “Rent”). The Rent shall be due on the [#] day of each month (the “Due Date”). The Rent shall be paid via the following instructions: [RENT PAYMENT INSTRUCTIONS].
3. **LATE FEE**. If Rent is not paid by the Due Date: (check one)

[ ]  - The Tenant will be charged a fee of $[AMOUNT]. Rent is considered late if it has not
 been paid within [#] day(s) after the Due Date.

[ ]  - There shall be NO Late Fee if the Rent is late.

1. **SECURITY DEPOSIT**. As part of this Agreement: (check one)

[ ]  - The Landlord requires a payment of $[AMOUNT] (the “Security Deposit”) for the faithful
 performance of the Tenant under the terms and conditions of this Agreement. The
 Security Deposit is required by the Tenant upon the execution of this Agreement. The
 Security Deposit shall be returned to the Tenant within [#] days after the end of the
 Lease Term, less any itemized deductions. This Security Deposit shall not be credited
 towards any Rent unless the Landlord gives their written consent.

[ ]  - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this
 Agreement.

1. **RETURNED CHECKS (NON-SUFFICIENT FUNDS)**.If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

[ ]  - The Tenant will be required to pay a fee of $[AMOUNT] per incident.

[ ]  - The Tenant will NOT be required to pay a fee.

1. **OCCUPANTS**.The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

[ ]  - [OCCUPANT NAME(S)] (the “Occupant(s)”).

[ ]  - There are NO Occupant(s) in addition to the Tenant.

1. **FURNISHINGS**. The Premises is: (check one)

[ ]  - Furnished (or will be furnished) with the following items:

[IF FURNISHED, LIST ALL ITEM(S) HERE].

[ ]  - NOT furnished.

1. **UTILITIES.** TheLandlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

[LIST ALL LANDLORD-PAID UTILITIES].

1. **PARKING**. The Tenant (check one):

[ ]  - Is allotted [#] parking space(s):

 [ ]  - Free of charge (included in the Rent)

 [ ]  - At a cost of $[COST] to be paid ([ ]  Upon execution of this Agreement | [ ]  Monthly)

[ ]  - Is NOT provided parking.

1. **PETS**. The Tenant is: (check one)

[ ]  - Permitted to have [#] pet(s) on the Premises, ONLY consisting of (list pet types):

[LIST ALL PERMITTED PET TYPE(S)].

If permitted, the Landlord shall charge a refundable pet deposit of $[AMOUNT] to cover potential damage to the Premises caused by the Tenant’s pet(s).

[ ]  - NOT permitted to have pets of any nature on the Premises.

1. **SMOKING POLICY**. Smoking on the Premises is: (check one)

[ ]  - Permitted ONLY in the following area(s): [PERMITTED AREA(S)].

[ ]  - Prohibited on the Premises and all Common Areas.

1. **NOTICES**.Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: [LANDLORD NOTICE MAILING ADDRESS]

Tenant Mailing Address: [TENANT NOTICE MAILING ADDRESS]

1. **INSPECTION OF PREMISES**. The Landlord and Landlord's agents shall have the right at all reasonable times during the Lease Term and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours’ notice to the Tenant. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
2. **ATTORNEYS' FEES**. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees.
3. **WAIVER**.No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord’s right to the entire amount due.
4. **MAINTENANCE, REPAIR, & ALTERATIONS**. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate.

Further, Tenant shall:

Promptly notify Landlord of conditions at or in the Premises that are in need of repair. At all times maintain the Premises, including the appliances, furnishings, equipment, and fixtures therein, in a clean, safe, and sanitary condition. This includes maintaining appropriate climate control in order to keep the Premises clean and free of mold and mildew. Tenant shall also take necessary measures to retard and prevent mold from accumulating in the Premises. Tenant agrees to clean and dust on a regular basis and to remove visible moisture accumulation on windowsills, windows, walls, floors, ceilings, and other surfaces as soon as is reasonably possible. Tenant agrees not to block or cover any heating, ventilation, or air-conditioning ducts;

Obey all instructions, written or otherwise, of Landlord for the care and use of appliances, furnishings, equipment, and fixtures;

Use the electric, plumbing, and other systems and facilities in a safe manner;

Use no more electricity than the receptacles, wiring, or feeders to the Premises can safely carry;

Pay for all repairs, replacements, and damages caused by Tenant or Tenant's family, visitors, contractors, employees, or agents including, but not limited to, sewer and plumbing drainage problems caused by Tenant;

Pay for or perform all snow removal and lawn care at and around the Premises, unless stated otherwise in Section 10 of this Agreement;

Promptly remove from the Property all garbage and recycling and place same in the proper receptacles;

Promptly replace all broken glass in the Property and not damage, remove, or destroy screens installed at the Premises;

Not engage in any activity that may cause a cancellation or an increase in the cost of Landlord's insurance coverage;

Keep nothing at or in the Premises that is flammable, dangerous, or which might increase the danger of fire or other casualty;

Surrender the Premises in good repair and broom clean condition, reasonable wear and tear excepted, at the end of the Lease Term or other termination of this Agreement;

Consent to treatment, in the event that it becomes necessary or is deemed advisable by Landlord to use pesticides, clean, or remediate any condition in or about the Premises for the protection of Tenant, other tenants, or to protect and preserve the Premises; and

After Landlord initially places fresh batteries in all battery-operated smoke detectors before Tenant moves into the Premises, replace batteries if and when needed.

1. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
2. **DEFAULT**. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord by law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

1. The Tenant does not pay the Rent or any other amounts as they are owed;
2. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
3. The Tenant abandons the Premises;
4. The Tenant gives incorrect or false information in the rental application;
5. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under Texas statute;
6. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
7. As otherwise allowed by law.
8. **ABANDONMENT**. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant’s personal possessions.
9. **CONDITION OF PREMISES**. The Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated.
10. **POSSESSION & SURRENDER**. The Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, the Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
11. **INSURANCE**. The Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant understands that the Landlord will not provide any insurance coverage for the Tenant’s property. The Landlord will not be responsible for any loss of the Tenant’s property, whether by theft, fire, riots, strikes, acts of God, or otherwise. The Landlord encourages the Tenant to obtain renter’s insurance or other similar coverage to protect against risk of loss.
12. **ASSIGNMENT AND SUBLETTING**. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.
13. **JOINT AND SEVERAL**. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
14. **HAZARDOUS MATERIALS**. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
15. **RETALIATION**. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.
16. **INDEMNIFICATION**. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord’s negligence.
17. **GOVERNING LAW**. This Agreement shall be governed by the laws of the state of Texas.
18. **LEAD-BASED PAINT**.The Premises (check one):

[ ]  - Was built prior to 1978. An attachment titled “Disclosure of Information on Lead-Based
 Paint and/or Lead-Based Paint Hazards” has been affixed to the Agreement and must
 be initialed and signed by the Parties.

[ ]  - Was NOT built prior to 1978.

1. **ADDITIONAL PROVISIONS**.

[TYPE ANY ADDITIONAL TERMS / CONDITIONS / PROVISIONS HERE (OPTIONAL)].

1. **ENTIRE AGREEMENT**.This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by writtenagreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**Landlord’s Signature:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Printed Name: [LANDLORD PRINTED NAME]

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**Tenant’s Signature:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

**Tenant’s Signature**:[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

**REQUIRED DISCLOSURES**

1. **AGENT/OWNER IDENTIFICATION.** A landlord must disclose to their tenant the names and addresses (street or P.O. box) of the holder of the record title of the dwelling, including any off-site entities responsible for managing the dwelling. This is to satisfy the requirements of § 92.201 of the Texas Property Code.
2. **PARKING RULES ADDENDUM.** If the dwelling is a multiunit complex, the landlord must provide the tenant with a copy of the rules and policies regarding vehicle towing and parking (if the rules or policies apply to the tenant). The copy must be given to the tenant before the lease is executed and then signed by the tenant or attached to the lease. This is to comply with § 92.0131 of the Texas Property Code.
3. **RIGHT TO INTERRUPT UTILITIES.** The Landlord and Tenant acknowledge that the Landlord may interrupt the Tenant's electricity service if they fail to pay their electricity bill for more than twelve (12) days and an advance written notice of the interruption is provided to the Tenant. This is to satisfy the requirements of § 92.008(h) of the Texas Property Code.

## STATUTORY RIGHTS. The Tenant may have special statutory rights to terminate the Agreement early in certain situations involving family violence or a military deployment or transfer.

1. **LANDLORD'S OBLIGATION.** During the Lease Term of this Agreement, the Landlord shall be responsible for the following: (a) ensuring the Premises are in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes regarding safety, sanitation, and fair housing applicable to the Premises; (b) performing major structural repairs to the Premises, within a reasonable time after notice from the Tenant. The Tenant may be liable for the cost of such repairs if the damage is caused by the Tenant's actions or the action of the Tenant's family members, contractors, employees, visitors, or agents pursuant to this Agreement; and (c) making any necessary repairs and replacements to the vital facilities serving the Premises, including heating, plumbing, and electrical systems, within a reasonable time after notice from the Tenant. The Tenant may be liable for the cost of such repairs if the damage is caused by the Tenant's actions or the action of the Tenant's family members, contractors, employees, visitors, or agents pursuant to this Agreement. or agents pursuant to this Agreement. All of the Landlord's obligations are dependent upon the Tenant's obligation to notify the Landlord promptly of any conditions requiring the Landlord's attention.

**If the Landlord fails to meet any of its above enumerated obligations, it may be possible for the Tenant to terminate this Agreement and exercise other remedies under Texas Property Code Section 92.056. Tenant may also exercise other statutory remedies, including those enumerated in Texas Property Code Section 92.0561.**

The Landlord is not responsible for the following: (a) damage to or loss of the Tenant's personal property; (b) the acts of other tenants, guests, or invitees; (c) performing routine maintenance at the Premises, including lawn care; or (d) any personal property of the Tenant remaining in the Premises after the expiration or earlier termination of this Agreement. Such personal property shall be considered to be abandoned, and the Landlord can either keep such personal property or have it removed at the Tenant's expense.

1. **TENANT’S REMEDIES**. In the event a repair is not completed within seven (7) days from the request date by the Tenant, the Tenant may: (check all that apply)

 ☐ - Hire an independent contractor to complete the repair and deduct the cost of the

 repair from the next month’s rent. The Tenant must present receipts to prove such
 costs.

 ☐ - Buy the materials, complete the repair, and deduct the amount of material costs
 from the next month’s rent. The Tenant must present receipts to prove such
 material costs.

 ☐ - [ALTERNATIVE REMEDY].