**FAMILY MEMBER LEASE AGREEMENT**

This Family Member Lease Agreement (“Agreement”) created on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, is provided for the mutual benefit of both parties.

**Section 1. The Parties & Property**

Family Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Family Member”) acting as a tenant.

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”).

The Family Member understands that they are entering into a legally binding agreement that is enforceable by and between the others living on the Property and the Landlord.

**Section 2. The Property**. The Property is located at the following mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Section 3. Bedroom**. The Family Member is renting a: (check one)

[ ]  - Private Bedroom

[ ]  - Shared Bedroom

**Section 4. Private Access**. The Family Member shall have private access on the Property to a(n): (check all that apply)

[ ]  - Bathroom

[ ]  - Balcony

[ ]  - Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 5. Shared Access**. The Family Member shall have shared access on the Property to: (check all that apply)

[ ]  - Kitchen

[ ]  - Laundry Area

[ ]  - Common Bathroom(s)

[ ]  - Balcony(ies)

[ ]  - Parking Area(s)

[ ]  - Outdoor Area(s)

[ ]  - Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The premises described in Sections 2, 3, 4, 5, and any other attached addendums shall hereinafter be known as the “Property.”

**Section 6. Term of Lease** (check one)

[ ]  - Fixed Lease. The Family Member shall be allowed to occupy the Premises starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Lease Term”). At the end of the Lease Term and no renewal is made, the Family Member: (check one)

[ ]  - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

[ ]  - Must vacate the Premises.

[ ]  - Month-to-Month Lease. The Family Member shall be allowed to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending upon notice of \_\_\_\_ days from either party to the other requisite party (“Lease Term”).

**Section 7. Security Deposit**. The Family Member shall be required to pay a security deposit to secure this agreement in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (“Security Deposit”).

The Family Member agrees to accept responsibility for damages, which my pet(s), my guests, or that are cause and will reimburse the other roommate(s) for the part of their Security Deposit withheld for these damages.

**Section 8. Rent**. The total rent owed by the Family Member shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per month (“Rent Payment”). The Rent Payment shall be due on the \_\_\_\_ of every month.

All payments must be made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Family Member understands that the Landlord can evict the Family Member if the Landlord does not receive the Rent Payment in full and on time each month.

**Section 9. Utilities & Services**. In addition to the Rent Payment, each month the Family Member shall pay:

[ ]  - \_\_\_\_% [ ]  - $\_\_\_\_ for the following utilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  - \_\_\_\_% [ ]  - $\_\_\_\_ for the following services:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Family Member agrees to place the following utilities/services in their name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Family Member agrees to pay as follows for any additional utilities or services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter this section shall be referred to as the “Utilities.”

**Section 10. Termination**. The Family Member: (check one)

[ ]  - Can Terminate this Agreement. The Family Member can terminate this Agreement, at any time, provided that they move-out and vacate the Property in good-faith and satisfying the obligations under this Agreement. Upon termination, it is required that the Family Member pay all Rent Payments and Utilities prorated up to their move-in date. After vacating and successful payment of the aforementioned items, the Family Member shall be owed their Security Deposit and be paid within the minimum timeframe under State law or thirty (30) days, whichever is longer.

[ ]  - Cannot Terminate this Agreement. The Family Member shall not be allowed to terminate this Agreement. This Agreement shall be followed in accordance with the Lease Term.

**Section 11. Other Agreements**. In an effort for a mutually beneficial living situation, the following rules and obligations must be met by the Family Member:

Cleaning Responsibilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Food/Shopping Arrangements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Quiet Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Parking: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Sharing of Personal Items: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Smoking/Drinking Rules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Guest(s) Rules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Pet Rules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Privacy Rules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Other Household Rules: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Section 12. Additional Terms and Conditions**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Section 13. Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Section 14. Entire Agreement**. This Agreement contains all the terms agreed to by the parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Family Member agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS WHEREOF, the Family Member and Landlord have read this Agreement and fully understand their rights and obligations hereto with their signatures below.

**Landlord’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Family Member’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

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