

## Rental Agreement

Off Campus College considers this sample Rental Agreement to be a fair and reasonable document. It contains reasonable protection for landlords and students and is written in a manner easily understood.

1. **Parties:** The parties to this Agreement are \_\_\_\_\_, hereinafter called "Landlord," and \_\_\_\_\_, hereinafter called "Tenant." If Landlord is the agent of the owner of said property, the name and address of the owner is: \_\_\_\_\_.

2. **Property:** Landlord hereby lets the following property to Tenant for the term of this Agreement: a) the real property known as: \_\_\_\_\_ and b) the following furniture and appliances on said property: \_\_\_\_\_  
\_\_\_\_\_

3. **Term:** This Agreement shall from month-to-month beginning on: \_\_\_\_\_.

4. **Rent:** The monthly rent for said property shall be \$ \_\_\_\_\_, due and payable on the \_\_\_\_\_ day of each month.

5. **Security Deposit:** Tenant shall deposit with the Landlord \$ \_\_\_\_\_ to be held as security deposit. This deposit will be returned in full, including any interest required, at the termination of this Agreement if, after inspection by the Landlord, the premises are in good condition (normal wear and tear expected) and Tenant owes no back rent.

*(NOTE: OCC encourages a Damage Checklist be completed and photographs taken prior to taking occupancy to avoid disagreements regarding the condition of the apartment when Tenant first moves in.)*

6. **Utilities:** Landlord agrees to furnish the following services and/or utilities:

electricity  heat  gas  water  hot water  trash removal [garbage bags in City of Binghamton]

other: \_\_\_\_\_

*(NOTE: If Tenant pays for utilities separately, Landlord shall provide separate meters for each unit and Landlord may be required to provide storm windows and doors.)*

Landlord further agrees to provide smoke detectors as required by law.

7. This Agreement may be terminated by either party by one rental period written notice. Any other terms may be changed only with the written consent of both parties to this Agreement.

8. Tenant shall not lease, sublease, or assign the premises without the written consent of the Landlord (but consent of the landlord shall not be unreasonably withheld).

9. Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give Tenant reasonable notice (24 hour notice) prior to such an entry.

10. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the Landlord.

11. Landlord agrees to regularly maintain the building and grounds in a clean, orderly, and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.

12. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.

13. Tenant shall, upon termination of this Agreement, vacate and return the premises in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.

14. Additional terms (i.e., list of repairs to be made prior to or during tenancy, etc.): \_\_\_\_\_

We, the undersigned, agree to this Rental Agreement:

Landlord (Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

Tenant (Print): \_\_\_\_\_ Signature(s) \_\_\_\_\_

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