

# LOUISIANA MONTH-TO-MONTH RENTAL AGREEMENT

This agreement is entered into between \_\_\_\_\_ hereinafter called Landlord, and \_\_\_\_\_ hereinafter called

Tenant, a security deposit of \$ \_\_\_\_\_ and the sum of \$ \_\_\_\_\_ for the first month's rent of the premises owned or managed by said Landlord, and located at the address of \_\_\_\_\_ hereinafter called premises, said premises the Landlord hereby agrees to rent to said Tenant on a month-to-month basis at a

rental rate of \$ \_\_\_\_\_ per month, payable in advance, on or before the \_\_\_\_\_ day of each succeeding calendar month. Tenant further agrees to pay a late fee of \$20 per calendar day for past due rent. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

In considered hereof and of the use or occupancy of the said premises, Tenant agrees:

1. To maintain said premises in a clean, orderly, and law abiding manner; to immediately notify Landlord of any defects or dangerous conditions; to keep the yard thereof free of weeds, debris, and/or material that may become unsightly or a detriment to the appearance of said premises; and not burn any household trash on said premises. Permission is given to the Landlord to enter said premises during any reasonable time for the purposes of inspection, repair, or replacement of the HVAC filter. Landlord will make a reasonable effort to contact Tenant beforehand, but is not required.
2. To notify Landlord in advance if Tenant will be away from the premises for two (2) or more consecutive days.
3. No alterations, redecorating, painting or repairs to the dwelling shall be made without the prior written consent of Landlord.
4. To pay for occupancy permits, public utilities and services, including fire protection fees, mosquito abatement fees, etc.
5. To pay the cost of repairs for any willful or consequential damage incurred during tenancy of said premises; and the cost of any clean up to which Landlord may consider necessary to restore said premises.
6. Smoking is absolutely prohibited inside the dwelling and within 25 feet of any entrance to the dwelling. This prohibition applies to tenants, tenant's guest, owner's, agents of the owner, Landlord staff, employees, and service persons. Tenants are responsible for notifying their household members, guests, and invitees of this smoking prohibition; and tenants are responsible for any violation thereof, including paying up to a \$2,500 restoration fee.
7. No birds, animals, or other pets shall be kept on the premises without the knowledge and written consent from Landlord; any consent so given may be withdrawn, if, in the opinion of Landlord, such bird, animal, or other pet constitutes a nuisance, causes complaint from neighbors, or adversely affects the normal maintenance of the property. An additional pet deposit, pet fee, and pet rent may be required.
8. The Premises shall be used and occupied by Tenant, Tenant's spouse or significant other, and Tenant's minor children, consisting of \_\_\_\_\_ family members, including \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_ used exclusively as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall not let or sublet the whole or any part of the premises to anyone for any purpose whatsoever without prior written permission from Landlord.

**Initial** \_\_\_\_\_

9. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. *Tenant is strongly encouraged to purchase a tenant insurance policy for coverage of personal liability, premises medical coverage, additional living expense, and personal property (contents) coverage.*
10. To give thirty (30) day written notice by registered mail to Landlord prior to vacating said premises and to permit prospective tenants the opportunity of reasonable inspection within that same period. The deposit is not permitted to be used as the last month's rent, and shall be returned within 30 days of lease termination, less any damages.
11. To clean up said premises upon vacating and restore said premises to the same condition as found upon taking occupancy, except normal wear and tear shall be accepted. A final walk through is strongly encouraged.
12. That the violation of any of the covenants of this agreement or the nonpayment of any rent due and unpaid shall be sufficient cause for eviction from said premises upon five (5) calendar days written notice thereof by registered mail, hand delivery, or by tacking. If suit be brought to collect rent or damages, to cause eviction from said premises, or to collect the costs of repairs to or cleaning of said premises, Tenant agrees to pay all costs of such action, including reasonable attorney and filing fees.
13. All rent shall be paid in person or by mail to the address of \_\_\_\_\_, or any other meeting place agreed upon between the Tenant and Landlord. Tenant further agrees to pay Landlord a return check fee of \$50 for a returned check for lack of sufficient funds, a "stop payment", or any other reason, plus applicable late fees mentioned above for nonpayment of rent.

14. Additional Provisions; Disclosures.

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**Each party hereto acknowledges receipt of a copy of this agreement.**

**As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

LANDLORD ("Landlord"):

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

TENANT ("Tenant"):

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT ("Tenant"):

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_