

HOMESHARE RENTAL AGREEMENT *

1. Parties:

The parties to this agreement are

_____ ("Homeprovider") and
_____ ("Renter").

2. Property:

a. Homeprovider agrees to rent to the Renter the premises located at

It is agreed by both parties that the property to be shared by Renter with Homeprovider is described as follows:

b. The following furniture, appliances and other property will also be shared:

c. The following areas of the house or items of property are not to be shared or shared only as specified:

d. Other restrictions: [ie. pets, smoking, alcohol, guests, etc.]

3. Term:

This agreement shall run from month-to-month beginning on _____.

*** (This sample agreement is provided to Shared Housing program participants for their consideration. It has not been prepared or reviewed by a qualified attorney. Its use is not intended to contradict or nullify any rights or responsibilities as provided under law.)**

4. Rent:

The monthly rent shall be \$_____, due and payable by Renter on the _____ day of each month.

AND/OR

The monthly rent shall be the following services to be performed by Renter:

(Failure to provide agreed-upon services shall be treated as non-payment of rent)

5. Food costs:

a. ☐ Are not shared or provided for in this agreement.

b. ☐ Are to be shared as follows:

c. ☐ Are to be paid by the Homeprovider.

6. Utilities:

a. ☐ The following utilities are included in the monthly rent.

b. ☐ Utilities will be paid by the tenant as specified below:

Electricity _____, Gas/Oil _____

Water _____, Garbage Collection _____

Other _____

7. Receipt and Security deposit:

a. Homeprovider hereby acknowledges receipt of \$_____ as rent and \$_____ as security deposit on _____ (date). Security deposit may be applied toward costs incurred by Homeprovider in the event of Renter's violation of this agreement.

b. Within 31 days after Renter moves out of the property, Homeprovider shall return the security deposit, less any deductions Homeprovider is entitled to make pursuant to paragraph 8 of this agreement. If any deductions are made, Homeprovider shall give Renter a written itemized statement of the deductions and an explanation of why each deduction was made. No deductions shall be made for normal wear and tear to the property.

8. Renter's duty to maintain property:

Renter shall keep the property he is renting and/or sharing in a clean and sanitary condition. Renter shall be liable for any damage to the property other than normal wear and tear which is caused by acts or neglect of Renter. Renter shall also be liable for any damage to the dwelling unit which he or she permits to be caused by any person who enters the property to visit Renter.

9. Homeprovider's obligation to maintain property:

Homeprovider shall maintain the property in a decent, safe and sanitary condition, as required by current applicable law.

10. Alterations to property:

No substantial alteration, addition, or improvement shall be made by Renter in or to the property without the prior consent of Homeprovider in writing.

11. Noise:

Homeprovider and Renter agree to refrain from excessive noise or any other activity which disturbs peace and quiet.

12. Notice of termination:

a. Either party may terminate this agreement by giving the other party at least thirty (30) days' written notice. Notice may be given at any time. The rent shall be prorated on a daily basis.

- b. If Renter fails to pay or perform rent within four (4) days of the due date, Homeprovider may deliver written notice to Renter that Homeprovider intends to terminate the tenancy if rent has not been paid within 144 hours (six days) of Renter's actual receipt of the notice. If the rent is not paid and no other written agreement is worked out between Homeprovider and Renter for the payment of the past due rent, Homeprovider may terminate the tenancy by written notice of termination to occur 10 or more days after actual delivery of the second notice.
- c. If Renter refuses to leave the property by the specified termination date, Homeprovider may seek appropriate judicial process.

13. Additions, if any:

[Draw a line through this section if there are no additions.]

Homeprovider:

Renter:

date: _____

date: _____