

# FAMILY MEMBER LEASE AGREEMENT

1. **PARTIES.** This Family Member Lease Agreement ("Agreement") created on \_\_\_\_\_, 20\_\_\_\_, is a legally binding agreement between:

Landlord: \_\_\_\_\_, ("Landlord"), and

Family Member: \_\_\_\_\_, acting as the Tenant ("Family Member").

Landlord and Family Member are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **PROPERTY.** The Landlord agrees to lease the Property located and described as follows:

a.) **Property Address.** \_\_\_\_\_.

b.) **Type of Space.** The Family Member is renting a: (check one)

- Private Bedroom

- Shared Bedroom

c.) **Private Access.** The Family Member has private access to the following: (check all that apply)

- Bathroom

- Balcony

- Other. \_\_\_\_\_.

d.) **Shared Access.** The Family Member has shared access to the following: (check all that apply)

- Kitchen

- Laundry Area

- Bathroom(s)

- Balcony(ies)

- Parking Area(s)

- Outdoor Area(s)

- Other. \_\_\_\_\_.

e.) **Parking.** The Family Member is entitled to: (check one)

- **No Parking.**

- **Parking Provided.** \_\_\_\_ parking spaces are provided with: (check one)

- No Fee.

- Fee. \$ \_\_\_\_\_ for  each space  all the spaces.

Hereinafter known as the "Property."

3. **TYPE OF LEASE.** The Landlord and Family Member agrees to enter into a: (check one)

- **Fixed Lease.** The Family Member is allowed to occupy the Property 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)

- Must vacate the Property.

- Continues Month-to-Month. May continue to lease the Property under a month-to-month arrangement. Either Party shall have the termination rights in accordance with Governing Law.

- **Month-to-Month Lease.** The Family Member shall be allowed to occupy the Property on a month-to-month arrangement starting on \_\_\_\_\_, 20\_\_\_\_ and ending upon notice of \_\_\_\_ days or the minimum time period provided under the Governing Law, whichever is greater (“Lease Term”).

4. **SECURITY DEPOSIT.** The Family Member is: (check one)

- **Not Required to Pay a Security Deposit.**

- **Required to Pay a Security Deposit.** \$[AMOUNT] is required to be paid at the execution of this Agreement to protect the Landlord against losses or damages by the Family Member.

5. **RENT.** The Family Member agrees to occupy the Property for a monthly rent amount of \$\_\_\_\_\_, which is due on the \_\_\_\_ day of every month until the termination of this Agreement.

a.) **Payment Instructions.** \_\_\_\_\_.

Hereinafter known as the “Rent.”

The Family Member understands that the Landlord has the right, under Governing Law, to evict them in the event Rent is not paid in-full and on time each month.

6. **LATE FEE.** If the Family Member pays rent late by more than \_\_\_\_ day(s), there shall be: (check one)

- **No Late Fee.**

- **Late Fee.** The late fee shall be equal based on a: (check one)

- Fixed Amount. \$\_\_\_\_\_ is due for each  occurrence  day rent is late.

- Interest. \_\_\_\_% shall accrue on a per annum basis until the rent is paid in full.

7. **NON-SUFFICIENT FUNDS (NSF).** If the Family Member pays rent by check that is not honored by the receiving bank due to non-sufficient funds, a fee of \$\_\_\_\_\_ or the

maximum permitted under Governing Law, whichever is greater, shall be assessed to the Family Member. A fee due to non-sufficient funds shall be separate from any late fees.

**8. UTILITIES & SERVICES.** In addition to the Rent, the Family Member shall be responsible for the following Utilities and Services on the Property: (check all that apply)

- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.
- \_\_\_\_% for: \_\_\_\_\_.

Hereinafter this section shall be referred to as the "Utilities & Services."

**9. QUIET TIMES.** During the term of this Agreement, the Family Member is: (check one)

- **Not Subject to Quiet Times.**

- **Subject to Quiet Times.** Quiet times shall be from the following days and hours: (check all that apply)

- Monday: \_\_\_\_\_.
- Tuesday: \_\_\_\_\_.
- Wednesday: \_\_\_\_\_.
- Thursday: \_\_\_\_\_.
- Friday: \_\_\_\_\_.
- Saturday: \_\_\_\_\_.
- Sunday: \_\_\_\_\_.

Quiet times generally refer to the Family Member refraining from playing music, social gatherings, conversations, and any other noise that can disturb the other residents of the Property. If the Family Member violates the quiet times, a warning shall be issued by the Landlord. If the Family Member violates this section with 3 occurrences in any 6-month period, they shall be in default of this Agreement and subject to eviction.

**10. SMOKING POLICY.** Smoking is: (check one)

- **Not Allowed.** Smoking is prohibited on the Property. This includes all types of plant and non-plant-based substances that are inhaled through cigarettes, cigars, cigarillos, vapes, pipes, hookahs, bongs, and any other means.

- **Allowed.** Smoking is allowed on the Property in the following areas:

\_\_\_\_\_.

**11. PETS.** Pets are: (check one)

- **Not Allowed.** Pets are not permitted in the Property except those protected under State and Federal law.

- **Allowed.** The Tenant has the right to have \_\_\_\_ pet(s) in the Property which are restricted to the following:

Types: \_\_\_\_\_.

Maximum Weight: \_\_\_\_ Pounds

Pet Deposit: \$ \_\_\_\_\_  refundable  non-refundable.

**12. RULES & RESPONSIBILITIES.** In an effort for a mutually beneficial living situation, the following rules and obligations must be met by the Family Member: (check all that apply)

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

- Household Supplies: \_\_\_\_\_.

- Food Sharing: \_\_\_\_\_.

- Drinking Rules: \_\_\_\_\_.

- Driveway Management: \_\_\_\_\_.

- Landscaping: \_\_\_\_\_.

- Other: \_\_\_\_\_.

- Other: \_\_\_\_\_.

- Other: \_\_\_\_\_.

**13. GUESTS.** There are: (check one)

- **No Guests Allowed.** No Guests are allowed on the Property. If any Guests are found on the Property without the consent and approval of the Landlord, the Family Member shall be in default of this Agreement.

- **Guests Allowed.** Guests of the Family Member are not permitted to stay on the Property for more than 48 hours per visit.

**14. DISCLOSURES.** In addition to this Agreement, the Landlord shall provide the following disclosures: (check all that apply)

- Lead-Based Paint Disclosure

- Move-In Inspection Checklist

- Other: \_\_\_\_\_.

**15. GOVERNING LAW.** This Agreement shall be governed in accordance with the laws located in the State of \_\_\_\_\_ ("Governing Law").

**16. ADDITIONAL TERMS & CONDITIONS.**

**17. LANDLORD'S ENTRY.** The Landlord has the right, at any time, to enter the Property for repairs, maintenance, or in the event of an emergency in accordance with Governing Law.

**18. NOTICES.** The Landlord shall act as the property manager in this Agreement. Any notices sent by the Parties can be delivered in-person to the other Party or sent via Certified Mail to the Property with the attention of the Party mentioned.

**19. SEVERABILITY.** Should any provision of this Agreement be deemed invalid or unenforceable, such condition shall not affect the remainder of this Agreement, which shall continue in full force and effect. The parties agree to substitute any invalid or unenforceable provision with one that is valid and enforceable, reflecting the original intent as closely as possible.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Landlord and Family Member and supersedes all prior understandings, agreements, or representations.

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

**Landlord's Signature**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Family Member's Signature**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_