

RENT TO OWN AGREEMENT

Location: _____ Date: _____

Parties:

Landlord Name: _____

Landlord Address: _____

Tenant Name: _____

Tenant Address: _____

Property Description:

Address: _____

Type (e.g., single-family home, apartment): _____

Term and Payment:

Lease Term (months): _____

Monthly Rent Amount: _____ USD

Option to Purchase Price: _____ USD

Option Fee (credited to purchase price): _____ USD

Security Deposit: _____ USD

Payment Method: _____

1. Lease and Option to Purchase:

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Property for the Lease Term stated above. Tenant shall pay the Monthly Rent Amount due on or before the first day of each month. Tenant is granted the exclusive option to purchase the Property for the Option to Purchase Price upon exercising the option by providing written notice to Landlord during the Lease Term. The Option Fee paid by Tenant is non-refundable but shall be credited to the Purchase Price if the option is exercised. This Agreement constitutes a lease and option to purchase, and Tenant shall have no ownership rights until the option is exercised and the purchase is completed.

2. Rent Payments and Credits:

Monthly rent payments shall be made to Landlord at the address provided herein or at such other place designated by Landlord in writing. Tenant's timely payment of rent is a condition precedent to maintaining the Lease and Option. A portion of each timely rent payment, as agreed upon by the parties, shall be credited toward the Purchase Price if Tenant exercises the option to purchase.

3. Security Deposit:

Tenant shall pay a security deposit as stated above to secure Tenant's performance under this Agreement. The security deposit shall be held by Landlord in accordance with applicable state laws and returned to Tenant upon termination of this Agreement, less any deductions for damages, unpaid rent, or other lawful charges.

4. Maintenance and Repairs:

Tenant shall keep the Property in good condition and perform routine maintenance at Tenant's expense. Landlord shall be responsible for repairs required by normal wear and tear or structural defects. Tenant shall notify Landlord promptly of any needed repairs. Tenant shall not make alterations without Landlord's prior written consent.

5. Utilities and Services:

Tenant shall be responsible for payment of all utilities and services to the Property during the Lease Term, including but not limited to electricity, water, gas, telephone, internet, and trash removal, unless otherwise agreed in writing.

6. Tenant's Obligations:

Tenant agrees to comply with all laws, regulations, and rules applicable to the Property, to use the Property only as a residence, and to avoid any waste or nuisance. Tenant shall not assign this Agreement or sublet the Property without Landlord's prior written consent.

7. Default and Remedies:

If Tenant fails to pay rent or breaches any term of this Agreement, Landlord may terminate this Agreement in accordance with applicable law, seek damages, and pursue all other remedies available at law or equity. If Landlord defaults, Tenant may exercise all remedies permitted by law, including specific performance of the purchase option if applicable.

8. Option to Purchase:

Tenant must give written notice to Landlord of Tenant's intent to exercise the option to purchase the Property prior to expiration of the Lease Term. Upon exercise and payment of the Purchase Price, Landlord shall convey good and marketable title to Tenant, free of liens and encumbrances, except those approved in writing by Tenant. The parties shall execute all necessary documents to complete the sale.

9. Possession and Delivery:

Tenant shall take possession of the Property on the commencement date of the Lease Term. Landlord shall deliver the Property in broom-clean condition and in compliance with all health and safety codes. Tenant shall surrender possession at the end of the Lease Term or upon earlier termination.

10. Insurance and Liability:

Tenant shall maintain renter's insurance covering Tenant's personal property and liability. Landlord shall maintain insurance covering the Property. Neither party shall be liable for indirect or consequential damages arising out of this Agreement except as provided by law.

11. Notices:

All notices under this Agreement shall be in writing and deemed given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by email with read receipt confirmation, to the parties at the addresses set forth herein or such other addresses as designated by notice.

12. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

13. Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements and understandings. Any amendments or modifications must be in writing and signed by both parties.

14. Severability:

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that best reflects the parties' original intent.

15. Waiver of Jury Trial:

To the maximum extent permitted by law, each party knowingly and voluntarily waives any right to a trial by jury in any action or proceeding arising out of or related to this Agreement.

16. Signatures and Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Electronic signatures and PDF copies shall be deemed valid and binding.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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