

Residential Lease/Rental Agreement

1. **Identification of Landlord and Tenants.** This residential lease/rental agreement ("Agreement") is made and entered into on _____, 20____, between _____

_____ ("Tenants") and _____ ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. **Identification of Premises.** Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, for residential purposes only, the real property and improvements described as _____, California ("the premises").

3. **Occupants.** The premises are for the sole use as a personal residence by the undersigned Tenants and the following minor children only: _____

Occupancy by guests for more than ten (10) days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement and the Landlord at his sole option may terminate this Agreement.

4. **Term of the Tenancy.** The term shall begin on _____, 20____, [Check A or B]:

A. **Month-to-month:** and shall continue on a month-to-month basis. This tenancy may be terminated by Landlord or Tenants and may be modified by Landlord, by giving 30 days' written notice to the other, or 60 days' notice by Landlord to Tenant, in accordance with California Civil Code § 827 or Civil Code § 1946.1 (subject to any applicable local laws).

B. **Lease:** and shall expire on _____, 20____ at _____ AM PM. Should Tenants vacate before the expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to rerent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant. Any holding over after the term of this Agreement expires shall create a month-to-month tenancy which either party may terminate as specified in Clause 4A, unless either party provides the other party written notice of termination at least thirty (30) days before the expiration date or the end of any renewal period. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of this Agreement will remain in full force and effect.

5. **Amount and Schedule for the Payment of Rent.** Tenants shall pay to Landlord a monthly rent of \$_____ for the term of the Agreement, payable in advance on the _____ day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent must be paid in full and no amount subtracted from it. Rent shall be made payable to _____ at _____

or at such other place as Landlord shall designate. In the event that Landlord provides self-addressed envelopes or a payment booklet, it shall be for Tenants' convenience only. Prompt payment of rent shall be Tenants' responsibility regardless of whether Tenants have a supply of envelopes or a payment booklet.

A. The form of payment shall be: cash personal check certified funds or money order

B. If checked, on signing this Agreement, Tenants shall pay for the period of _____, 20____ through _____, 20____, the sum of \$_____ as rent, payable in advance. The prorated rent shall be based on a 30-day period.

6. **Amount and Payment of Deposits.** On signing this Agreement, Tenants shall pay to Landlord the sum of \$ _____ as a security deposit. Tenants may not apply this security deposit to the last month's rent. Landlord may use all or any portion of the security deposit to: (1) remedy any default by Tenants in the payment of rent, late charges, unpaid utilities, non-sufficient funds ("NSF") fees, or other sums due; (2) repair damages to the premises exclusive of ordinary wear and tear; (3) clean the premises if necessary to restore it to the same level of cleanliness it was in at the beginning of the tenancy; and (4) restore, replace, or return any of Landlord's personal property or appurtenances. If all or any portion of the security deposit is used during the tenancy, Tenants shall reinstate the total security deposit within five days after written notice is delivered to Tenants. Within three weeks after Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, receipts for work done or items purchased, if available, along with a check for any deposit balance.

Landlord shall pay Tenants interest on all security deposits as follows [**Check A or B**]:

- A. Per state law, no interest payments are required.
- B. Local law requires that interest be paid or credited, or Landlord has decided voluntarily to do so, which shall occur as follows: _____

7. **Late Charges.** Tenants shall pay Landlord a late charge if Tenants fail to pay the rent in full within five (5) days after the date it is due. The late charge shall be \$ 35.00. Because Landlord and Tenants agree that actual damages for late rent payments are very difficult or impossible to determine, Landlord and Tenants agree that the late charge represents a fair and reasonable estimate of the costs Landlord may incur as a result of Tenants' late payment. Tenants acknowledge that a negative credit report reflecting on Tenants' credit records may be submitted to a credit reporting agency if Tenants fail to pay rent on time. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

8. **Returned Check and Other Bank Charges.** In the event any check offered by Tenants to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment", or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$ 25.00 for the first occurrence, and \$ 35.00 for each subsequent occurrence, in addition to any applicable late charges as specified in Clause 7 of this Agreement.

9. **Responsibility of Services.** Responsibility for providing utilities and services for the entire term of the Agreement is designated as follows [**L=Landlord; T=Tenants**]:

Electricity	<input type="checkbox"/> L	<input type="checkbox"/> T	Gas/Oil	<input type="checkbox"/> L	<input type="checkbox"/> T
Water and Sewer	<input type="checkbox"/> L	<input type="checkbox"/> T	Garbage Pickup	<input type="checkbox"/> L	<input type="checkbox"/> T
Snow Removal	<input type="checkbox"/> L	<input type="checkbox"/> T	Alarm/Security System	<input type="checkbox"/> L	<input type="checkbox"/> T
Heating and Cooling	<input type="checkbox"/> L	<input type="checkbox"/> T	Telephone (local)	<input type="checkbox"/> L	<input type="checkbox"/> T
Cable TV	<input type="checkbox"/> L	<input type="checkbox"/> T	Internet	<input type="checkbox"/> L	<input type="checkbox"/> T
Front-Yard Maintenance	<input type="checkbox"/> L	<input type="checkbox"/> T	Back-Yard Maintenance	<input type="checkbox"/> L	<input type="checkbox"/> T
HOA Dues	<input type="checkbox"/> L	<input type="checkbox"/> T	Renter's Insurance	<input type="checkbox"/> L	<input checked="" type="checkbox"/> T
Light Bulbs	<input type="checkbox"/> L	<input checked="" type="checkbox"/> T	Smoke Detector Batteries	<input type="checkbox"/> L	<input checked="" type="checkbox"/> T
Clogged Drains/Toilets	<input type="checkbox"/> L	<input checked="" type="checkbox"/> T			

10. **Utilities.** Tenants shall be responsible for the payment of all utility charges and services for the entire premises for the entire term of the Agreement, except as specified as Landlord's responsibility in Clause 9 of this Agreement. Any utility that is the Tenants' responsibility must be put into Tenants' names effective on the starting date of this Agreement, and Landlord is not responsible for any such utility installation charges, except as noted as follows:

 Tenants agree not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or metering system or device. Violation of this section is a material and substantial breach of the Agreement.

11. **Assignment and Subletting.** Tenants shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.
12. **Condition of the Premises.** Tenants agree to: (1) at their own expense, and at all times, keep the premises clean and sanitary and in good order and repair, including all equipment, appliances, fixtures, carpets, drapes, paint, furniture, and furnishings therein; (2) upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenants took occupancy, except for ordinary wear and tear; (3) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (4) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises, including Landlord's personal property therein, damaged by Tenants or their guests or invitees through misuse or neglect.

Tenants acknowledge that they have examined the premises, including all equipment, appliances, fixtures (including smoke detectors), carpets, drapes, paint, furniture, and furnishings therein, and have found them to be in good, safe, and clean condition and repair, except as noted as follows:

13. **Possession of the Premises.** If, after signing this Agreement, Tenants fail to take possession of the premises, they will still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenants for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenants will have the right to terminate this Agreement. In such event, Landlord's liability to Tenants will be limited to the return of all sums previously paid by Tenants to Landlord.
14. **Pets.** No animal, bird, or other pet may be kept on the premises, even temporarily, without Landlord's prior written consent, except properly trained dogs needed by blind, deaf, or physically disabled persons and **[Check A or B]**:
 - A. None.
 - B. _____, under the following conditions:

 _____.

Landlord may remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour notice to Tenants of Landlord's intention to remove the unauthorized pet. Tenants are responsible for all costs Landlord may incur in removing or causing to be removed any unauthorized pet.

15. **Right of Entry for Emergency and Periodic Inspection.** Landlord or Landlord's agents may enter the premises in the event of an emergency or for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or showing the premises to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. Except in cases of emergency, Tenants' abandonment of the premises, or court order, Landlord shall give Tenants reasonable notice of intent to enter. In the event of an emergency constituting a danger to life, health, or property, the Landlord or Landlord's agent may enter the property at any time without the consent of or notice to the tenant. The Landlord shall have the right to enter the property at any time upon the request for repairs.
16. **Extended Absences by Tenants.** Tenants agree to notify Landlord in the event that they will be away from the premises for fourteen (14) consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

17. **Prohibitions Against Violating Laws and Causing Disturbances.** Tenants shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenants pay the rent in a timely manner and performs all other obligations under this Agreement. Tenants and their guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
18. **Maintenance, Repairs, and Alterations.** Except as provided by law, as authorized by this Agreement, or by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises. Landlord will not unreasonably withhold consent for such repairs, but will not authorize repairs that require advanced skill or workmanship or that would be dangerous to undertake. Landlord will not authorize repairs unless such repairs are likely to return the item or element of the rental to its pre-damaged state of usefulness and attractiveness. Improvements for accessibility or safety are encouraged and will likely be approved by Landlord if requested. Tenants shall not permit any liens to stand against the premises for any labor or materials furnished to Tenants in connection with any work performed. On completion, any such repairs or alterations become part of the premises.
- A. **Locks and Landlord Access.** Tenants shall not, without Landlord's prior written consent, alter, re-key, or install any locks to the premises, or install or alter any burglar alarm system. Tenants shall provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Landlord to let them in, and shall be responsible for damages, if any. Tenants shall be responsible for the cost of the locksmith. Tenants may not remove locks, even if installed by Tenants.
1. **Keys.** All keys and any copies must be returned upon vacating the premises. If keys are not returned, the cost of re-keying the locks and a replacement set of keys shall be deducted from Tenants' security deposit.
 2. **Garage Door Remotes.** All garage door remotes must be returned upon vacating the premises. If garage door remotes are not returned, the cost of replacement garage door remotes shall be deducted from Tenants' security deposit.
- B. **Windows.** Tenants are responsible for the cleaning and maintenance of the windows on the premises. If any windows or screens become cracked, broken, or damaged by Tenants or their guests or invitees during the term of this tenancy, the Tenants shall be responsible for repairs. Tenants may repair the windows themselves if they can do the work in a professional manner. Tenants shall not place sheets, blankets, or rugs over windows to act as window coverings.
- C. **Painting and Decorating.** Tenants shall not paint, wallpaper, or otherwise redecorate without Landlord's prior written consent. All paints, materials, and work plans must be approved in writing by Landlord. All such approved plans shall be made at Tenants' expense. Tenants shall be responsible for paint spills/clean-ups or damages as a result of such work, whether approved or not.
- D. **Smoke Detectors and Fire Extinguishers.** Tenants acknowledge that the premises are equipped with smoke detectors and fire extinguishers. Tenants agree to test all smoke detectors and carbon monoxide detectors, if any, and check the gauges of fire extinguishers at least once a month, replace any batteries as often as is necessary, and to report any problems to Landlord immediately in writing. Tenants shall not tamper with or disconnect smoke detectors for any reason. Tenants also shall not tamper with or inappropriately discharge fire extinguishers.
19. **Damage to the Premises.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:
- A. If the premises are totally damaged and destroyed, Landlord shall have the option to: (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenants' rent shall

be abated while repairs are being made; or (2) give written notice to Tenants terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement shall cease.

- B. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenants must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement will terminate at the option of either party.
 - C. In the event that Tenants, or their guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
 - D. Landlord shall not be required to repair or replace any property brought onto the premises by Tenants.
20. **Tenants' Financial Responsibility and Renters' Insurance.** Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to Tenants and their guests and invitees caused by theft, fire, or any other cause. Landlord assumes no liability for any such loss and requires Tenants, within ten (10) days of the signing of this Agreement, to obtain adequate insurance that shall: (a) reimburse Landlord for cost of fire or water damage and vandalism to the premises; (b) indemnify Landlord against liability to third parties for any negligence on the part of Tenants or their guests or invitees; and (c) cover damage to Tenants' personal possessions. Tenants shall provide Landlord with proof of such insurance.
21. **Pests.** Tenants agree to be responsible for the extermination of any insect (except wood-eating or wood-destroying insects), rodent, wildlife, or other pest infestation during or as a result of Tenants' occupancy. Tenants shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed. Tenants responsibility for extermination shall begin thirty (30) days after the initial term of this Agreement.
22. **Mold.** Tenants acknowledge that the premises are free of mold and agree to take responsibility for preventing mold growth that can become a health hazard to occupants of the rental. Tenants agree to be responsible for any defects or damages concerning mold during or as a result of Tenants' occupancy, and agree to check for mold on a regular basis. Tenants accept full liability for the entire amount of cleaning expenses and damage reparations caused by mold or mildew during or as a result of Tenants' occupancy. Violation of this section is a material and substantial breach of the Agreement.
23. **Plumbing Stoppages.** Tenants acknowledge that the sewer system of the premises is in good working order, and that the sewer system will accept normal household waste for which the sewer system was designed. Tenants agree to be responsible for clearing the sewer drains of the premises of any and all stoppages, except for those stoppages which were caused by defective plumbing, tree roots, acts of nature, or which are declared in writing to have been so caused by the plumber or other person who is called to clear the stoppage. The sewer system is not designed to accept many types of items including, but not limited to, paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, newspaper, clothing, rags, curtains, sand, dirt, rocks, bricks, living or dead pets, farm animals, alligators, ex-spouses, or Ryan Seacrest.
24. **Basements and Garages.** In the event the premises have a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. No sleeping quarters may be established or maintained in any garage or basement. Any use of the basement or garage shall be at Tenants' own risk. Tenants agree to be responsible for keeping the basement or garage clean and free from any gas, grease, or oil. Tenants shall not store hazardous, explosive, inflammable, illegal, or combustible materials on the premises.
25. **Vehicles.** Tenants agree to carefully park vehicles in designated areas only. Parking on the lawn of the premises constitutes a breach of this Agreement. Tenants agree not to park boats, recreational vehicles, trailers, campers, or

any type of commercial truck on the premises without owner's written permission. All vehicles must be legally registered, licensed, and operating. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenants are responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. A violation of this provision shall result in vehicle(s) being towed away at Tenants' expense, and may be construed as a breach of the Agreement.

26. **Waterbeds.** Tenants shall not have a waterbed or other item of water-filled furniture on the premises without the written consent of the Landlord.

27. **Smoking.** Tenants and their guests and invitees shall not smoke on the premises.

28. **Appliances.** The premises may contain various appliances, such as refrigerators, dishwashers, stoves, microwave ovens, laundry machines, garbage disposals and compactors, dehumidifiers, central or individual air conditioners, automatic garage door openers, etc. These appliances are not included in the rent, but the use of them may be allowed for Tenants' convenience only. If Tenants wish to use these appliances, Tenants shall assume responsibility for care, repairs, and maintenance. If appliances are equipped with manuals and/or warranty papers, Tenants shall not lose or discard these documents, and will be responsible for their return. The appliances provided in the dwelling by the Landlord include:

- | | | | | | |
|----------------------------------|------------------------------|-----------------------------|----------------------------------|------------------------------|-----------------------------|
| Refrigerator/freezer combo | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Range/oven combo | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Refrigerator | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Gas/electric range/cooktop | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Chest/upright freezer | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Gas/electric oven | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Garbage disposal | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Microwave oven | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Range vent hood | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Trash compactor | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Dishwasher | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Washer/dryer combo | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Central air conditioner | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Washing machine | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Window air conditioner | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Clothes dryer | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Water filtration system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Water softener | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Other: _____

If Tenants do not agree to be responsible for the appliances, but rather use their own, Tenants may request that Landlord's appliances be removed from the premises. Tenants agree to replace all water supply hoses to washing machine, if any, that show any signs of wear every year. Tenants also agree to turn off water supply to washing machine when it is not in use.

29. Rules and Regulations

A. If checked, Tenants acknowledge receipt of, and have read a copy of, Tenant Rules and Regulations, which are labeled Attachment _____ and attached to and incorporated into this Agreement by reference. Landlord may change the rules and regulations without notice.

B. If checked, the premises is a unit in a condominium, planned unit, or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____

Tenants agree to comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. Landlord shall provide Tenants copies of the rules and regulations, if any. Tenants shall reimburse Landlord for any fines or charges imposed by the HOA or other authorities due to any violation by Tenants or their guests or invitees.

30. **Attorney Fees.** In any action or legal proceeding to enforce any part of this Agreement or relating to the premises, the prevailing party shall not / shall recover reasonable attorney fees and court costs.

31. **Authority to Receive Legal Papers.** Any person managing the premises, the Landlord and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to **[Check A or B]**:
- A. the Landlord, at the following address and telephone number: _____
 _____.
- B. the following: _____
 _____.
32. **Cash-Only Rent.** Tenants shall pay rent in the form specified in Clause 5A of this Agreement. Tenants understand that if Tenants pay rent with a check that is not honored due to insufficient funds, or with a money order or cashier's check whose issuer has been instructed to stop payment, Landlord has the legal right to demand that rent be paid only in cash for up to three months after Tenants have received proper notice. (California Civil Code § 1947.3.) In that event, Landlord shall give Tenants the legally required notice, and Tenants agree to abide by this change in the terms of this tenancy.
33. **Illegality.** If any part of this Agreement is not legal according to local laws, the rest of the Agreement will be unaffected. Illegal activity of Tenants or their guests or invitees on premises constitutes a breach of this Agreement.
34. **State Database Disclosure.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
35. **Grounds for Termination of Tenancy.** The failure of Tenants or Tenants' guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenants' Rental Application, is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.
36. **Entire Agreement.** This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenants. Any modifications to this Agreement must be in writing signed by Landlord and Tenants. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

_____	_____
Landlord	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date