

CALIFORNIA RESIDENTIAL LEASE/RENTAL AGREEMENT

1. PARTIES. This Residential Lease Agreement ("AGREEMENT") dated _____ is between: _____ ("LANDLORD") and _____ ("TENANT"), collectively referred to as the "PARTIES".

NOW, THEREFORE, in consideration of the covenants made in this AGREEMENT, the PARTIES agree as follows:

2. PROPERTY. LANDLORD agrees to rent to TENANT the real property located at _____ ("PREMISES").

3. TERM. The PREMISES are leased for a period of _____, beginning on _____ until _____.

4. RENTAL AMOUNT. Beginning _____, TENANT agrees to pay LANDLORD the sum of \$_____ per month in advance on the ___ day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location:

_____. Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this AGREEMENT.

5. SECURITY DEPOSITS. TENANT shall deposit with LANDLORD the sum of \$_____ as a security deposit to secure TENANT'S faithful performance of the terms of this AGREEMENT. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the PREMISES vacant, the LANDLORD may use the security deposit for the cleaning of the PREMISES, any unusual wear and tear to the PREMISES or common areas, and any rent or other amounts owed pursuant to this AGREEMENT or pursuant to Civil Code §1950.5. TENANT may not use said deposit for rent owed during the term of this AGREEMENT. Within 21 days of the TENANT vacating the PREMISES, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased PREMISES.

6. INITIAL PAYMENT. TENANT shall pay the first month rent of \$_____ and the security deposit in the amount of \$_____ for a total of \$_____. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

____ Initials

____ Initials

7. OCCUPANTS. Only the TENANT and the following people are allowed to live in the Premises:

("OCCUPANTS"). If LANDLORD, with written consent, allows for additional persons to occupy the PREMISES, the rent shall be increased by \$ _____ for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the PREMISES in violation of this AGREEMENT.

8. USE OF PREMISES. TENANT shall use the PREMISES solely as a private residence for the OCCUPANTS.

9. SUBLETTING OR ASSIGNING. TENANT agrees not to assign or sublet the PREMISES or any part thereof, without first obtaining written permission from LANDLORD.

10. UTILITIES. TENANT shall pay for all utilities and/or services supplied to the PREMISES with the following exception:

11. PARKING. TENANT ___ is not ___ is (check one) assigned a parking space. If assigned a parking space it shall be designated as space # _____. TENANT may only park a vehicle that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. The TENANT uses this space exclusively for parking of passenger automobiles. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the PREMISES. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the PREMISES.

12. CONDITION OF PREMISES. TENANT acknowledges that the PREMISES have been inspected. TENANT acknowledges that said PREMISES have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the PREMISES in a neat and sanitary condition and to immediately reimburse LANDLORD for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitees', misuse or negligence. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item that normally causes blockage of the mechanism.

13. ALTERATIONS. TENANT shall not make any alterations to the PREMISES, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not

change or install locks, paint, or wallpaper to said PREMISES without LANDLORD'S prior written consent. TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

14. LATE CHARGE/RETURNED CHECKS. A late charge of \$_____ shall be incurred if rent is not paid when due. If rent is not paid when due and LANDLORD issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a financial institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable for the sum of \$_____ for each check that is returned to LANDLORD due to insufficient funds or otherwise dishonored by a financial institution.

15. NOISE AND DISRUPTIVE ACTIVITIES. TENANT, OCCUPANTS, or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the PREMISES. Further, TENANT shall not do or keep anything in or about the PREMISES that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents or neighbors is prohibited.

16. SMOKING ON PREMISES. Smoking on the PREMISES ___ is ___ is not (check one) permitted in the following areas:

_____.

17. LANDLORD'S RIGHT OF ENTRY. LANDLORD may enter and inspect the PREMISES during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition, LANDLORD has all right to enter pursuant to Civil Code § 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days' notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD.

17. REPAIRS BY LANDLORD. Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code § 1942. Under no circumstances may TENANT withhold rent unless

said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure § 1174.2.

18. PREMISES DEEMED UNINHABITABLE. If the PREMISES is deemed uninhabitable due to damage beyond reasonable repair, the TENANT will be able to terminate this AGREEMENT by written notice to the LANDLORD. If said damage was due to the negligence of TENANT, TENANT shall be liable to LANDLORD for all repairs and for the loss of income due to the restoring of the PREMISES back to habitable conditions, in addition to any other losses that can be proved by LANDLORD.

19. PETS. No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the PREMISES without LANDLORD's written consent. If permitted, LANDLORD shall charge a nonrefundable pet deposit fee of \$_____.

20. FURNISHINGS. No liquid filled furniture of any kind may be kept on the PREMISES. If the structure was built in 1973 or later TENANT may possess a waterbed if TENANT maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code § 1940.5.

21. INSURANCE. TENANT shall maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The PARTIES acknowledge that the PREMISES are not to be considered a security building which would hold LANDLORD to a higher degree of care.

22. TERMINATION OF LEASE/RENTAL AGREEMENT. If this AGREEMENT is based on a fixed term, pursuant to paragraph 3, then at the expiration of said fixed term this AGREEMENT shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice.

23. POSSESSION. If PREMISES cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the PREMISES, or failure of previous TENANT to vacate, either party may terminate this AGREEMENT upon written notice to the other party at their last known address. It is acknowledged that neither party shall have liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

24. ABANDONMENT. It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the PREMISES has occurred where, within the meaning of Civil Code § 1951.2, rent has been unpaid for 14 consecutive days and the TENANT has been absent from PREMISES for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code §1951.2. If TENANT does not comply with the requirements of said notice within 15 days, the PREMISES shall be deemed abandoned.

25. WAIVE.: LANDLORD'S failure to require compliance with the conditions of this AGREEMENT, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under this Agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. It is further agreed between the Parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the **Unlawful Detainer** action.

26. JOINT AND SEVERAL LIABILITY. If TENANT comprises of more than one person, each person shall be jointly and severally liable under this AGREEMENT.

27. VALIDITY/SEVERABILITY. If any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this AGREEMENT.

28. ATTORNEY FEES. In the event action is brought by any party to enforce any terms of this AGREEMENT or to recover possession of the PREMISES, the prevailing party shall recover from the other party reasonable attorney fees not to exceed \$ _____. It is acknowledged, between the PARTIES, that jury trials significantly increase the costs of any litigation between the PARTIES. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all PARTIES waive their rights to have any matter settled by jury trial.

29. NOTICES. All notices to the TENANT shall be deemed served upon mailing by first class mail, addressed to the TENANT, at the PREMISES or upon personal delivery to the PREMISES whether or not TENANT is actually present at the time of said delivery. All notices to the LANDLORD shall be served by mailing first class mail or by personal delivery to:

30. PERSONAL PROPERTY OF TENANT. Once TENANT vacates the PREMISES, the LANDLORD shall store all personal property left in the unit for no more than 14 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

31. ADDITIONAL RENT. All items owed under this AGREEMENT shall be deemed additional rent.

32. APPLICATION. All statements in TENANT'S application must be true or this will constitute a material breach of this AGREEMENT.

33. GOVERNING LAW. This AGREEMENT shall be governed by the laws of the State of California.

34. ENTIRE AGREEMENT. The foregoing AGREEMENT, including any attachments or addendum incorporated by reference, constitute the entire AGREEMENT between the PARTIES and supersedes any oral or written representations or agreements that may have been made by either party.

35. ACKNOWLEDGMENTS. TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this AGREEMENT. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this AGREEMENT and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this AGREEMENT and has been furnished a duplicate original.

DATE: _____

LANDLORD'S SIGNATURE

LANDLORD/AGENT (Printed Name)

DATE: _____

TENANT'S SIGNATURE

TENANT (Printed Name)

DATE: _____

TENANT'S SIGNATURE

TENANT (Printed name)

____ Initials

____ Initials