

**RESIDENTIAL LEASE AGREEMENT**

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California

**FACTS:** *Items left blank or unchecked are not applicable.*

This lease agreement is entered into by Landlord and: \_\_\_\_\_, Tenant(s)

Regarding residential real estate referred to as:

Including the following:

- Garage/parking space # \_\_\_\_\_
- Storage space # \_\_\_\_\_
- Furnishings: \_\_\_\_\_

The following checked attachments are part of this agreement:

- Tenant's credit application
- Condition of premises
- Option to purchase
- Brokerage fee addendum
- Condition/Inventory of furnishings
- Option to renew/extend
- Rent control disclosures
- House/Building rules

**1. DEPOSIT:**

- 1.1 Landlord acknowledges receipt of \$ \_\_\_\_\_ as a security deposit.
- 1.2 The deposit is security for the diligent performance of Tenant's obligations, including payment of rent, repair of damages, reasonable repair and cleaning of premises on termination, and any loss, damages or excess wear and tear on furnishings provided to Tenant.
- 1.3 No interest will be paid on the deposit, and Landlord may place the deposit with his own funds, except where controlled by law.
- 1.4 Within twenty-one days after Tenant vacates, Landlord to furnish Tenant a security deposit statement itemizing any deductions, with a refund of the remaining amount.

**2. TERM OF LEASE:**

- 2.1 This lease will begin on \_\_\_\_\_, 20\_\_\_\_\_, and continue until \_\_\_\_\_, 20\_\_\_\_\_.
- 2.2 The lease terminates on the last day of the term without further notice.
- 2.3 If Tenant holds over, Tenant to be liable for rent at the daily rate of \$ \_\_\_\_\_.

**3. RENT:**

- 3.1 Tenant to pay, in advance, \$ \_\_\_\_\_ rent monthly, on the first \_\_\_\_\_ day of each month.
- 3.2 Rent to be paid by  cash, or  check, or  cashier's check, at Landlord/Agent's address below.
- 3.3 Rent to be tendered by  mail, or  personal delivery.
- 3.4 Tenant to pay a late charge of \$ \_\_\_\_\_ in the event rent is not received within five days after the due date.
- 3.5 Tenant to pay \$ \_\_\_\_\_ for each rent check returned for insufficient funds and thereafter pay rent by cash or cashier's check.

**4. POSSESSION:**

- 4.1 Tenant will not be liable for any rent until the date possession is delivered.
- 4.2 If Landlord is unable to deliver possession, Landlord will not be liable for any damage, nor will this lease terminate.
- 4.3 Tenant may terminate this lease if Landlord fails to deliver possession within five days of commencement.
- 4.4 Only the above-named Tenant(s) to occupy the premises.
- 4.5 Tenant will not assign this lease agreement or sublet or have boarders or lodgers.
- 4.6 Tenant(s) will have no more than \_\_\_\_\_ guests staying no more than 10 consecutive days, or 20 days in a year.
- 4.7 Except as noted in an addendum, Tenant agrees the premises, fixtures, appliances and furnishings are in satisfactory and sanitary condition.
- 4.8 Landlord to make any necessary repairs as soon as possible after notification by Tenant. If Landlord does not timely make necessary repairs, Tenant may have the repairs made and deduct the cost, not to exceed one month's rent.

**5. TENANT AGREES:**

- 5.1 To comply with all building rules and regulations and later amendments or modifications.
- 5.2 To pay for the following utilities and services:  
\_\_\_\_\_

a. Landlord to pay for:

- \_\_\_\_\_
- 5.3 To keep the premises clean and sanitary and to properly dispose of all garbage and waste.  Yards included.
- 5.4 To properly operate all electrical, gas and plumbing fixtures and pipes, and keep them clean and sanitary.
- 5.5 To make the premises available on 24 hours' notice for entry by Landlord for necessary repairs, alterations or services, or to exhibit the premises to prospective purchaser, tenants, employees or contractors. In case of emergency or Tenant's abandonment of premises, Landlord may enter the premises at any time.
- 5.6 Not to disturb, annoy, endanger or interfere with other occupants of the building or neighboring buildings.
- 5.7 Not to use the premises for any unlawful purpose, violate any government ordinance, or create a nuisance.
- 5.8 Not to destroy, damage or remove any part of the premises, equipment or fixtures or commit waste, or permit any person to do so.
- 5.9 Not to keep pets or a waterbed on the premises without Landlord's written consent.  
See attached  pet addendum,  waterbed addendum
- 5.10 Not to make any repairs, alterations or additions to the premises without Landlord's written consent. Any repairs or alterations shall become part of the premises.
- 5.11 Not to change or add a lock without written consent.

**6. GENERAL PROVISIONS:**

- 6.1 Tenant agrees to hold Landlord harmless from claims, demands, damages or liability arising out of the premises caused by or permitted by Tenant, Tenant's family, agents employees and guests.  
 Tenant to obtain insurance for this purpose.
- 6.2 Landlord to maintain the premises and common areas in a safe and sanitary condition and comply with all applicable ordinances and regulations.
- 6.3 Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Tenant's breach does not waive Landlord's right to enforce the breached provision.
- 6.4 If an action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorneys fees.
- 6.5 Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquires about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
- 6.6  See attached addendum for additional terms and conditions which are a part of this agreement.

**I agree to let the premises on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Landlord: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_

**I agree to occupy the premises on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_