**RESIDENTIAL RENTAL / LEASE AGREEMENT**

Consult with your attorney with questions, concerns or applicable current law.

OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TENANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PREMISES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Summary of Terms**:

Rent per month: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rent Start date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day of month rent is due: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

There is a late charge of \_\_5%\_\_if rent is not received by 5 PM on the \_\_\_\_ day of the month

Term: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Returned check fee: $ \_\_\_\_\_\_\_\_\_

Owner paid utilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner provided appliances/other \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Pet(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parking: yes / no Storage: yes / no

All charges or fees in this AGREEMENT are deemed to be additional rent.

Further, TENANT agrees to the following (this AGREEMENT contains 8 pages):

**1. TERMS:** RESIDENT agrees to pay in advance RENT of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month on or before the \_\_\_\_\_\_\_ day of each month. This AGREEMENT shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

At the EXPIRATION of the LEASE period this AGREEMENT is automatically renewed as a month to month and may be terminated by either party giving to the other a thirty (30) day written notice of intention to terminate and vacate. The PREMISES shall be considered vacated after all areas, including storage and parking areas, are clear of all RESIDENT’S belongings, and keys and other property furnished for RESIDENT’S use are returned to OWNER. Should RESIDENT hold over beyond the termination date or fail to vacate the PREMISES on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER’S loss of prospective new RENTERS.

**2. ASSIGNMENT:** RESIDENT agrees not to transfer, assign, or sublet the PREMISES or any part thereof and hereby appoints and authorizes the OWNER and their AGENT and/or by OWNER’S own authority to evict any person claiming possession by way of any alleged assignment or subletting. Any assignment or subletting may be considered impossible to remedy or cure to this AGREEEMENT at OWNER’S option.

**3. PAYMENTS:** In accordance with California Civil Code Section 1962 and California Code of Civil Procedure Section 1161(2) – Senate Bill 985, you are hereby notified, as required by state law, of the following facts: Rent and/or other charges are to be paid at the office of the manager of the PREMISES or at a place designated by the OWNER. All payments are to be made by cash, check, money order, or cashier’s check between the hours of 9 am and 5 pm seven (7) days per week, and there is a 24 hour drop box at said location. No credit card checks will be accepted. OWNER and RESIDENT acknowledge the first rental payment of $\_\_\_\_\_\_\_\_\_\_\_ is for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4. SECURITY DEPOSITS:**

TENANT shall deposit with landlord the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ paid in the form of (cash, check, money order…) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as a security deposit to secure TENANT’S faithful performance of the terms of this lease. After the TENANTS have vacated, leaving the PREMISES vacant, the LANDLORD may use the security deposit pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating amounts deducted from the deposit and returning the balance to the TENANT.

CONDITIONS FOR DEPOSIT REFUND: Refund of the FULL Deposit (also referred to as a Security Deposit) by OWNER to TENANT is dependent upon the TENANT’S full performance of the following:

1. To deliver to the owner a written notice of TENANT’S intent to vacate at least 30 days prior to any such vacating, and to vacate in strict compliance with such notice.

2. To pay in full all rent, late charges and other charges, if any, according to the terms of the Lease/Rental Agreement

3. Premises shall not be damaged beyond ordinary wear and tear

4. Entire PREMISES including (if any), filter(s), screen(s), refrigerator, stove, oven, bathroom(s), closet(s), walls, floors and carpets shall be cleaned by TENANT to OWNER’S satisfaction, and such satisfaction, if expressed, shall be evidenced by a written cleaning-release to TENANT.

5. Remove all rubbish and discards from the Premises and to dispose of same in proper disposal containers

6. Return all keys (including remote control transmitter(s) to the Manager or OWNER on vacating the PREMISES.

DEDUCTIONS:

1. All costs of labor and materials for cleaning will be deducted from the Deposit.

2. The costs for repairs and replacement beyond ordinary wear and tear based on PREMISES condition following inspection will be deducted from the Deposit.

3. If the PREMISES must be repaired or re-painted, TENANT will be charged for the unused portion of the item damaged or the current paint job as follows; Assuming a new carpet is deemed to last 5 years and a new paint job is deemed to last 3 years and if, for instance;

* 1. The PREMISES had new carpet and a new paint job at the commencement of the tenancy
	2. Renter vacates after one year, and
	3. The PREMISES because of its condition is required to be re-carpeted and/or re-painted
	4. An amount equal to 4/5 of the charge for the carpet and 2/3 of the charge for the paint job will be deducted from TENANT’S Apartment Deposit.

4. No portion of the Apartment Deposit shall be used or claimed by the TENANT to offset the last month’s rent, or any rent or any other amounts that may be due to OWNER.

5. Any Apartment Deposit refund due to TENANT shall be mailed to TENANT to the forwarding address left with the OWNER, or if none, to TENANT in care of PREMISES, within 21 days of TENANT’S vacating. The refund check will be made payable jointly to all persons who appear as “Renter” on the Agreement.

6. The front of the refund check may state; “Any alteration of the endorsement shall make the check null and void.” The endorsement may read, “Endorsement by Renter constitutes a full and complete release of all claims against Owner, including any claim for further refund of the Apartment Deposit.”

7. Renter represents and warrants that Renter has been advised about the house rules, occupancy obligations, standards of conduct, regulations and vacating procedures, and Renter’s right to request an initial inspection at termination. Renter understands and/or agrees to such rights and obligations.

8. Renter understands that the Premises are not a full security complex and the Owner does not employ security personnel to patrol the Premises to provide for Renter’s safety. Owner does not take responsibility to mediate disputes between or among Renters and the obligation to resolve disputes with others on the Premises is accepted by Renter as one of the obligations of the tenancy. Each Renter assumes the risk of residing on the Premises for themselves, their children and/or their personal property, without recourse against the Owner or Manager of the Premises.

Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. POSSESSION:** If OWNER is unable to deliver possession of the PREMISES to RESIDENT on the agreed date because of the loss or destruction of the PREMISES, because of the failure of the prior RESIDENT to vacate, or for any other reason not within the OWNER’S control, the RESIDENT and/or OWNER may immediately cancel and terminate the AGREEMENT upon written notice to the other party at his/her last known address, whereupon neither party shall have liability to the other, and any sums paid under this AGREEMENT shall be refunded in full. If neither party cancels, this AGREEMENT shall begin on the date of actual possession.

**6. LATE CHARGE: All rent payments are due on or before the FIRST (1st) day of each month and any rent payment not physically received by 5 PM on the \_\_\_\_\_\_\_\_ day of each month will be considered late. It is understood that OWNER will be damaged if any such rent payment is late and that the exact amount of such damage cannot be readily ascertained. Consequently, the parties agree that in order to approximate and liquidate the amount of such damages and compensate the OWNER, the RESIDENT will be required to pay a late charge of \_\_ 5%\_\_. RESIDENT’S late payment and late charge must be paid within three (3) days after service upon RESIDENT of a notice to Pay Rent or Quit: RESIDENT’S late payment, after being served said notice, shall be paid to OWNER by cash, cashier’s check, or money order; OWNER/AGENT will not accept late payment and late charge at expiration of said Notice.**

**Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_**

**7. RETURNED CHECK CHARGE:** RESIDENT agrees to pay OWNER a fee equal to OWNER’S actual cost/loss for any returned rent check. This amount shall be paid to OWNER by cash, cashier’s check or money order immediately upon demand; demand may be in person, by telephone or written notice. **Any rent payment check returned unpaid or dishonored automatically makes the rent payment considered late (see paragraph 6) and a late charge will be assessed.**

**8. UTILITIES:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to pay of all utilities and/or services based on occupancy of the PREMISES, except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9. PARKING:** If RESIDENT is assigned a parking space on the OWNER’S property, it shall be used exclusively for parking of operable vehicles listed on RESIDENT’S Application. RESIDENT is hereby assigned a parking space located in/on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the PREMISES and designated by space # \_\_\_\_\_\_\_\_\_\_\_\_ and to only park “head-in.” Said space or common areas shall not be used for the washing, painting, maintenance or repair of vehicles. No other parking space shall be used by the RESIDENT, nor shall any vehicle that leaks or discharges any fluids be parked on the property. RESIDENT is responsible for oil leaks and other vehicle discharges and shall be charged for cleaning or damages if deemed necessary by OWNER. RESIDENT agrees not to store or leave articles unattended in the parking area unless said area has a space designated by OWNER for storage of such articles. OWNER shall have the right to reassign RESIDENT to a comparable parking space. Failure to use the assigned parking space will be construed as illegal parking and such vehicle(s) may be towed away at the RESIDENT’S expense.

**10. STORAGE AREAS:** OWNER assumes no responsibility for loss or damage to items in storage areas or facilities as may be provided (see Insurance Section 22).

**11. OVERNIGHT GUEST(S):** No more than two (2) persons may occupy the PREMISES as overnight GUEST(S) **as any one time.** GUEST(S) staying over seven (7) day(s) or night(s) without the advance written consent of the OWNER shall be considered a breach of this AGREEMENT. RESIDENT shall pay additional rent at the rate of \_\_10%\_\_ per month for each additional person in excess of the above named who occupy the PREMISES after first receiving written consent for those persons from the OWNER. Acceptance of additional rent or approval of a GUEST(S) shall NOT waive any requirement of this AGREEMENT nor convert the status of any GUEST(S) into that of a RESIDENT.

**12. PETS:** If any dog, cat, bird, fish, or other domestic pet or animal of any kind will be kept in or about the PREMISES then an additional PET AGREEMENT shall be completed and signed.

**13. WATER:** If **any** furniture, tank or container that holds 5 gallons or more of water is to be kept on the PREMISES, then TENANT must provide LANDLORD with proof of liability insurance in favor of the LANDLORD and fully comply with Civil Code Section 1940.5 regarding water filled furniture.

**14. CONDITION OF PREMISES:** RESIDENT acknowledges that he/she has examined the PREMISES and that all items and inventory are clean and in good and satisfactory condition except as may be indicated on THE CONDITIONS OF PREMISES form provided to TENANT. RESIDENT agrees to keep PREMISES and all personal property of the OWNER in good order and condition and to immediately notify OWNER or AGENT of any damage and pay for costs to repair and/or replace any portion of the damaged property caused by TENANT or his/her GUEST(S). At the termination of this AGREEMENT, all the property provided in this AGREEMENT shall be returned to the OWNER in clean and good working order except for reasonable wear and tear, and the PREMISES shall be free of all personal property and trash belonging not belonging to the OWNER.

**15. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, or install antennae, satellite dishes, screws, fastening devices, nails, adhesive materials, signs, displays, additional window coverings of any kind, or equipment on or in any portion of the PREMISES without the advanced written consent of the OWNER. 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 the general public. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the trash area neat and clean. RESIDENT shall be responsible for disposing of bulky items of such size or nature as are not normally acceptable by the trash hauler for the PREMISES. RESIDENT shall pay for the cleaning out of any **plumbing fixture** that may need to be cleared of stoppage and pay for the expense or damage caused by the stopping of waste pipes or overflow if caused by the RESIDENT or his/her GUEST(S). RESIDENT shall hold OWNER harmless to any mechanics fees, charges, liens or proceedings caused by RESIDENT.

**16. 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. In the event of an emergency or good reason to believe such may exist, OWNER reserves the right to enter the premises during resident’s absence without prior permission.

This right of entry includes showing the PREMISES to prospective new tenants during the 30 day period following the RESIDENT’S NOTICE TO VACATE presented to OWNER or AGENT.

Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_

LANDLORD is permitted to make all alterations, repairs, and maintenance that in LANDLORD’S judgment is necessary to perform. Also, LANDLORD has all right to enter pursuant to Civil Code Section 1954. See also section 17 SIGNIFICANT MAINTENANCE.

**17. SIGNIFICANT MAINTENANCE:** If work performed requires TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 day notice by LANDLORD, and TENANT agrees that in such event that the sole compensation will be a corresponding reduction in rent for those many days that TENANT was temporarily displaced. No other compensation shall be offered to the TENANT. If the work to be performed requires the TENANT to complete certain tasks, such as removing food items from cabinets for fumigation, those tasks shall be performed upon serving a 24 hours written notice by LANDLORD. If significant maintenance, such as fumigation, lead-safe work practices, repainting, re-carpeting, require the TENANT to remain out of the PREMISES, the TENANT agrees to vacate for the necessary time to accomplish the significant maintenance. Again, LANDLORD’S liability is limited to not charging TENANT rent for the time TENANT must be out of the unit. This credit can be deducted from the next month’s rent due by an amount equal to the daily rental rate multiplied by the number of days RESIDENT did not have use of the PREMISES.

RESIDENT has received a “Chemicals Used” notice from the OWNER’S pest control company per Civil Code Section 1940. Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_

**18. NOISE:** Noise and behavior that disrupts other tenants, neighbors, the LANDLORD or his agents or workers, or the public will not be tolerated and is covered in the RULES Section 20.

**19. 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 a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.

**20. RULES:** TENANT shall comply with all rules pertaining to the PREMISES which may be changed periodically upon lawful notice. These Rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights and will be equally enforced.

The Rules include, but are not limited to the following:

**I. GENERAL:**

1. TENANT is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

2. Any missing instructions or manuals for the operation of appliances can be requested and will be provided by LANDLORD or AGENT. All conveniences, including garbage disposal, dishwasher, washing machine or dryer are to be operated only in accordance with factory recommendations.

3. TENANT agrees to follow all posted rules and hours of the laundry room (where available).

4. TENANT agrees not to tamper with or adjust any building or equipment controls that regulate any item of the building other than those in his/her own unit.

5. TENANT must notify OWNER of any change of vehicle, employment location, or contact information.

**II. NOISE AND CONDUCT:**

1. TENANT shall not make or allow any disturbing noises in the unit by TENANT, family or GUEST(S), nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons.

2. TENANT agrees not to conduct any business activity nor store any hazardous materials on the property or within the dwelling that relates to anything commercial or to a hobby that is not consistent with residential standards.

 3. All musical instruments, television sets, stereos, radios, etc. are to be played at a volume that will not disturb other persons.

4. The activities and conduct of resident, resident’s guests and minor children of resident or guests, outside the unit and on the common grounds, patios, parking areas, or any other recreation facilities must be reasonable at all times and not annoy or disturb other persons. TENANT(S) and GUESTS(S) must be orderly, and public intoxication, disorderly conduct, objectionable language or other disturbances by TENANT(S) or GUESTS(S) shall be cause for eviction.

5. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas between the hours of 10pm and 7am.

6. TENANT agrees to comply with all local, state and federal laws, any violation of these laws is a breach of this AGREEMENT and TENANT is subjection to eviction.

## III. CLEANLINESS, TRASH, MILDEW, MOLD AND VENTILATION:

1. The unit must be kept clean, sanitary and free from objectionable odors.

2. TENANT shall assist management in keeping the outside and common areas clean.

3. No littering of papers, cigarette butts or trash is allowed.

4. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

5. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis.

6. Items too large to fit in the trash containers should be placed neatly near the container.

Furniture must be kept inside the unit. Unsightly items must be kept out of vision.

Articles are not to be left in the hallways or other common areas.

Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window, ledge or balcony.

7. TENANT is responsible to maintain the Premises in order to inhibit the growth of mold and mildew by proper window ventilation and use of vent fans in the kitchen and/or bathroom and cleaning any mildew or mold that appears with an appropriate cleaning solution designed to kill mold. TENANT is to notify OWNER of any water intrusion from sprinklers, rain or plumbing leak. TENANT releases, indemnifies, and holds the OWNER (and any agents, successors or assigns) harmless from any claims or liability by TENANT or guests resulting from the presences of mold or mildew due to TENANT’S failure to comply with proper ventilation or cleaning that would result in the growth of mold or mildew. Initial \_\_\_\_\_ Initial \_\_

## IV. SAFETY

**1. Smoking is prohibited in the apartments and in the property common areas, including ALL exterior locations. This applies to all visitors and GUEST(S) to the apartment complexes as well.**

2. All doors must be locked during the absence of the resident.

3. All appliances must be turned off before leaving the unit.

4. When leaving for an extended period of time (7 days or longer) resident shall notify management in writing how long resident intends to be away.

5. If someone is to enter resident’s unit during a resident’s absence, resident shall give management the name of the person or company entering.

6. State law prohibits the storage of gasoline, cleaning solvent or other combustibles in the unit.

7. The use of charcoal barbeques is prohibited unless consent is obtained from the OWNER

8. No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways or about the building.

9. Children on the premises must be supervised by a responsible adult at all times.

## V. MAINTENANCE, REPAIRS and ALTERATIONS

**1. The unit is supplied with smoke detection device(s) and upon occupancy it shall be the responsibility of the TENANT to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The TENANT will inform management immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). TENANT is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law. TENANT must inform OWNER or AGENT immediately in writing of any defect, malfunction or failure of any detector(s).**

**Initial \_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_**

2. TENANT shall advise management **IN WRITING** as soon as any defect is noted, (email or text message is acceptable) of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or within business hours for normal problems.

3. If there is a washer and dryer included with the unit any repairs are the sole responsibilities of the TENANT, providing that it is in full working order upon occupancy. Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_

4. No alterations or improvements shall be made by resident without the consent of management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the TENANT. TENANT shall be liable for any repairs necessary during or after residency to restore premises to the original condition. **Glue or tape shall not be used to affix pictures or decorations**.

5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by TENANT negligence, improper usage, or hair are the responsibility of the TENANT. NO FEMININE PRODUCTS SHOULD EVER BE DISPOSED OF IN THE TOILET, TENANT may use a company recommended by the OWNER, or any company of their choice, and pay for drain pipes to be cleared. OWNER may also clear the stoppage at a cost to TENANT of $50 per incident. Payment for corrective action must be paid by TENANT on demand. Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_

6. TENANT is responsible for the cost of pest control, such as bed bugs or fleas, caused by TENANT, PET, or guests. Initial \_\_\_\_\_ Initial \_\_\_\_\_

**21. DESTRUCTION OF PREMISES:** If the PREMISES become totally or partially destroyed during the term of the AGREEMENT so that the TENANT’S use is seriously impaired, TENANT or OWNER may terminate this AGREEMENT upon seven (7) day written notice to the other. Under these circumstances TENANT is relieved from paying rent during the seven (7) day notice period.

**22. INSURANCE:** TENANT is **required** to purchase and maintain personal property insurance to cover any losses sustain to TENANT’S personal property or vehicle. It is acknowledged the OWNER does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water over flow or leakage, acts of God, and/or any other causes, and 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 OWNER for the above stated losses. The parties acknowledge that PREMISES are NOT to be considered a security building which would hold OWNER to a higher degree of care. Initial \_\_\_\_\_\_\_

**23. CHANGE OF TERMS:** The terms and conditions of this AGREEMENT are subject to future change by OWNER at the expiration of the agreed lease period and upon thirty (30) days written notice.

**24. TERMINATION:** After the expiration of the lease period this AGREEMENT is automatically renewed as a month-to-month AGREEMENT. All other conditions continue to apply including, but not limited to, rules, noise, notice to vacate, removal of personal property, parking, etc.

**25. NON-CURABLE BREACH:** It shall be considered a non-curable breach of this AGREEMENT within the meaning of the Code of Civil Procedure 1161 (s) 3, if TENANT has not paid the rent when due three (3) times in any 12 month period. No notice of these delinquencies need to be served on the TENANT.

**26. 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 Section 1951.2 that the rent has been unpaid for 14 consecutive days and the TENANT has been absent from the unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the PREMISES shall be deemed abandoned.

**27. WAIVER:** The 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 the AGREEMENT by the TENANT shall not be deemed a waiver of such default, not 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 (eviction) action unless LANDLORD, in writing, specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

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

 **29. 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 attorney fees limited to $500 (five hundred dollars). It is acknowledged, by the parties, that jury trials significantly increase the costs and require more time to adjudicate the controversy of any litigation between the parties. Therefore all parties waive their rights to have any matter settled by jury trial.

**30. APPLICATION:** All statements in TENANT’S application must be true or this will constitute a material breach of this Lease.

**31. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust pose health hazards if not managed property. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LANDLORD’S must disclose the presence of know lead-based paint and/or lead based paint hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.

**OWNER** has no knowledge of lead-based paint and/or lead-based paint hazards in the PREMISES.

**OWNER** has no reports or records pertaining to lead-based paint hazards on the PREMISES.

**TENANT** agrees to promptly notify OWNER of any deteriorated and/or peeling paint.

The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENANT** has received the pamphlet “Protect Your Family From Lead In Your Home.”

TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**32. MEGAN’S LAW DISCLOSURE:** 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 is 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 inquiries 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.

**33. MULTIPLE OCCUPANCY:** The undersigned TENANT, whether or not in actual possession of PREMISES, are together and individually responsible and liable for the payments of rent and all obligations under this AGREEMENT.

**34. ATTACHMENTS:** TENANT acknowledges receipt of the following:

\_\_\_\_\_\_\_ Pet Agreement \_\_\_\_\_\_\_ Exterminator Disclosure

\_\_\_\_\_\_\_ Condition of Premises \_\_\_\_\_\_\_ New Tenant Information Sheet

Inventory:

\_\_\_\_\_ Oven/range \_\_\_\_\_ Washer & Dryer

\_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave

\_\_\_\_\_ Dishwasher \_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Premises Keys (Front door, apartment door, mailbox, garage, other \_\_\_\_\_\_\_\_\_\_)

\_\_\_\_\_ Gate Remote

**35. UNLOCK FEE:** It is highly recommended that TENANT make an extra key, or keys, for PREMISES. In the event that TENANT is locked out, in any manner, and needs to be let into the building or apartment, there will be a fee of $ \_\_\_\_\_\_\_ for that service. Call Rennie Gabriel at 818-298-7555 for service.

Or, TENANT may call a locksmith and pay for those services directly to a locksmith. Initial \_\_\_\_ Initial\_\_\_

**36. ADDITIONS AND/OR EXCEPTIONS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**37. ENTIRE AGREEMENT:** This RENTAL/LEASE AGREEMENT and any attached addenda contain the complete terms and conditions to which the parties whose signature appear below have agreed. No oral agreements have been entered into, and all modifications or notices hall be in writing to be valid.

**38. RECEIPT OF AGREEMENT:** The undersigned TENANT(S) has read and understands the AGREEMENT and hereby acknowledges receipt of a copy of the RESIDENTIAL LEASE AGREEMENT.

OWNER/AGENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As required by law, you are hereby notified that a negative credit report may be submitted to a credit bureau if you fail to fulfill the terms of this AGREEMENT. If you desire, consult with an attorney before entering into this AGREEMENT.