

## **RESIDENTIAL LEASE AGREEMENT**

Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

### **UNIT DESCRIPTION**

\_\_\_\_\_ Bedrooms  
\_\_\_\_\_ Baths

Parking: \_\_\_\_\_  
Storage: \_\_\_\_\_  
Other: \_\_\_\_\_

### **RENT DETAILS**

Monthly rent: \_\_\_\_\_  
Security Deposit: \_\_\_\_\_  
Payment terms: Rent due by 5th day of the month.  
Late fee: \_\_\_\_\_  
Made payable to: \_\_\_\_\_  
Payment Method: \_\_\_\_\_

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### **TERM DETAILS**

Move in date: \_\_\_\_\_  
Move out date: \_\_\_\_\_

### **HOUSE RULES**

- No sublet (except with landlord permission, see section 3)
- Dogs Allowed \_\_\_\_\_, Cats Allowed \_\_\_\_\_
- Tenant responsible for payment of all utilities (except utilities listed in section 1)
- Houseguests allowed less than 30 days.

### **TENANT**

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

Each person who signs this Lease shall be jointly and severally responsible for the full performance of each and every obligation in this Lease (including Additional "Key Terms" and "Additional Obligations & Notices" below), even if they no longer live in the Premises.

### **OWNER**

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

## **KEY TERMS**

**1. UTILITIES.** Tenant shall be responsible for the payment of all utilities and services, except for the utilities listed below (if any). Tenant must have all of these utilities placed in Tenant' name.

Owner shall be responsible for arranging for the following utilities: \_\_\_\_\_

**2. SECURITY DEPOSIT.** Tenant has delivered to Owner a deposit in the amount of \_\_\_\_\_ to be held as security for the performance of Tenant's obligations under this Lease. Owner may, but shall not be obligated to, apply all portions of the security deposit to Tenant's obligations, including, without limitation, cleaning the Premises and repairing any damage to the Premises. Any balance remaining shall be returned to Tenant, together with an accounting of any disbursements, within twenty-one (21) days after Tenant has vacated the Premises, or earlier if required by law, pursuant to Civil Code Section 1950.5. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

**3. ASSIGNMENT AND SUBLETTING; ROOMMATES.** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Owner, which consent may be withheld in Owner's reasonable discretion. Guests are permitted so long as the guest stays no longer than thirty (30) days in any calendar year, and Tenant does not charge rent or any fees to the guests. The only roommates permitted are those listed below. Roommates may be replaced with Landlord's prior written approval, not to be unreasonably withheld. Tenant has no right to assign this Lease or sublease all or any portion of the Premises. Doing so shall result in an automatic default.

**4. USE.** The Premises shall be used exclusively as a residence for only those persons listed in this Lease as "Tenant". Guests are permitted, provided that guests staying more than a total of thirty (30) days in a calendar year without written consent of Owner shall constitute a breach of this Lease without any notice and cure rights, except if otherwise required by applicable laws. Tenant shall not cause damage to the Premises or the Property, or commit any nuisance or act, which may disturb the quiet enjoyment of any neighbors.

**5. RULES AND REGULATIONS.** Tenant agrees to abide by all applicable rules, including, but not limited to, the Covenants, Conditions & Restriction's ("CC&R's") for the Property, whether adopted before or after the date of this Lease, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall pay any penalties, including attorneys' fees, imposed by the homeowners' association (if any) for violations by Tenant or Tenant's guests. The rules for the Property are in section 13.

**6. CONDITION OF THE PREMISES.** Tenant acknowledges that, unless Owner is notified in writing immediately upon occupancy of the Premises, the Premises, including the furniture (if any), furnishings and appliances, including all smoke and carbon monoxide detectors, electrical, gas and plumbing fixtures are in good working order and repair. Owner is not required to make any repairs or improvements to the Premises except as specifically described in this Lease.

**7. MAINTENANCE AND REPAIR OF THE PREMISES.** Tenant shall, at Tenant's expense, maintain the Premises, and any furnishings and appliances, if any, in a clean and good condition and shall deliver such items upon termination of the tenancy in same condition received (excluding ordinary wear and tear). Tenant shall be responsible for any damage, repairs or replacements, caused by Tenant and that of Tenant's family, invitees, and guests, except for ordinary wear and tear. Tenant shall make routine repairs to the Premises, including, without limitation, repairs to cabinets and doors, unclogging drains, changing filters and replacing light bulbs. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Premises without the prior written consent of Owner, which may be given or withheld in Owner's sole discretion.

**8. REQUESTS FOR REPAIRS.** Except in an emergency, maintenance and repair requests for non-routine repairs that Tenant is not responsible for must be made in writing and delivered to Owner or its agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 unless otherwise specifically requested in writing by Tenant. Tenant acknowledges that the Premises and the Property from time to time may require renovations or repairs to keep them in good condition and repair, and that such work may result in temporary loss of portions of the Property or Premises, which may inconvenience Tenant, and Tenant shall have no claims for damages against Owner.

**9. ENTRY AND INSPECTION.** Owner and Owner's agents shall have the right to enter the Premises: (a) in case of emergency; (b) to make necessary or agreed upon repairs, alterations, or improvements, (c) to show the Premises to prospective or actual purchasers, lenders, tenants, workers, or contractors; and/or (d) when tenant has abandoned or surrendered the Premises. Except under (a) and (d), entry may be made only during normal business hours, and with at least 24 hours prior written notice to Tenant including the date, approximate time, and purpose of entry.

If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if Owner or his or her agent has notified Tenant in writing within one hundred twenty (120) days of the oral notice that the Property is for sale. At the time of entry, Owner or agent shall leave written evidence of the entry inside the unit.

#### **ADDITIONAL OBLIGATIONS & NOTICES**

**10. ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, laws, regulations, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the Premises. Tenant shall not use the Premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs or controlled substances. If the Premises are located in a rent control area, Tenant should contact the local rent board for his or her legal rights.

**11. DAMAGES TO PREMISES.** If the Premises are damaged by fire or from any other cause which renders the Premises uninhabitable for more than thirty (30) days, either party shall have the right to terminate this Lease as of the date on which the damage occurs. Written notice of termination shall be given to the other party within fifteen (15) days after the casualty. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only Owner shall have the right to terminate. Should this right to terminate be exercised by either Owner or Tenant, Rent for the current month shall be prorated between the parties as of the date of the casualty. If this Lease is not terminated, Owner shall promptly repair the Premises and there shall be a proportionate reduction of Rent until the Premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent, which repairs interfere with Tenant's reasonable use of the Premises.

To the maximum extent permitted by insurance policies which may be owned by the parties, Owner and Tenant waive any and all rights of subrogation against each other which might otherwise exist.

**12. LIABILITY FOR ACCIDENTS.** Owner shall not be liable for any damage or injury to Tenant, or any other person, or for damage or loss of any personal property, occurring on the Premises or at the Property, unless such damage was caused by the result of the gross negligence or intentional act of Owner. Tenant agrees to indemnify, defend, and hold Owner harmless from any claims or liability for such damages that Tenant is responsible for, no matter how caused. In the event that the Premises or other apartments/condominiums or common areas of the Property are damaged by the negligent, reckless or intentional act or omission of Tenant or any licensees, invitees or co-tenants, then Tenant shall be responsible for the full cost of such repair or replacement. Tenant shall hold Owner, Owner's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Premises or any other party of the Property, which is caused by Tenant's conduct or

failure to act, or by the conduct or failure to act of Tenant's licensees, invitees or co-tenants. If Owner's insurance is used to cover any accident or damage caused by Tenant, then Tenant shall be responsible for any deductible that is charged to Owner.

**13. INSURANCE.** Owner is not responsible for any damage to or destruction of Tenant's personal property, for any reason. **It is understood that Owner's insurance does not cover Tenant's personal property AND Tenant must obtain its own personal property insurance.** Tenant shall obtain renter's general liability insurance and personal property insurance, at Tenant's expense, which insurance shall provide coverage for Tenant's indemnification. Tenant shall provide Owner with a certificate of insurance confirming such coverage prior to Tenant moving into the Premises.

**14. DEFAULT.** If Tenant fails to pay Rent when due, or perform any other obligation listed in this Lease, after at least three (3) days written notice of such default (or additional notice if required by law) given in the manner required by law, Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the Premises while in default of the payment of Rent, Owner may consider any property left on the Premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the Premises shall be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to: (a) continue the Lease in effect and enforce all rights and remedies, including the right to recover the Rent and all additional rent as it becomes due, provided that this Lease states that Owner's consent to assignment or subletting by the Tenant shall not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages that Owner incurs by reason of Tenant's default, including (i) the cost of recovering the premises, (ii) the worth of the unpaid rent at the time of such termination or at the time of the judgment, if a lawsuit is filed, to enforce this provision, and (iii) the amount by which the unpaid Rent for the balance of the term exceeds the amount of such rental loss which Tenant proves could be reasonably avoided. These remedies of Owner are not exclusive and Owner shall have all rights under applicable laws.

Owner shall not be in default under this Lease unless Tenant provides Owner with notice of the alleged default and Owner fails to cure such default within thirty (30) days. Owner shall have no liability to Tenant for any lost wages or consequential damages.

**15. WAIVER.** Failure of Owner to enforce any provision of this Lease shall not be deemed a waiver. The acceptance of Rent by Owner shall not waive his or her right to enforce any provision of this Lease.

**16. NOTICES.** Unless otherwise provided, any notice which either party may give or is required to give, must be in writing, may be given personally, by overnight courier, or by mailing the same, postage prepaid, to (a) Tenant at the Premises, and (b) to Owner or Owner's authorized agent. Electronic notices are permitted if the parties agree.]

**17. HOLDING OVER.** Any holding over after expiration of this Lease, with the consent of Owner, shall be a month-to-month tenancy at a monthly Rent of one hundred twenty-five percent (125%) of the regular monthly Rent payable in advance and otherwise subject to the terms of this Lease and local ordinance, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days (or longer if required by law) written notice.

**18. ATTORNEYS' FEES.** In any action or legal proceeding involving a dispute between Tenant and Owner arising out of this Lease, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees, expert witness fees, and costs to be determined by the court or arbitrator(s).

**19. FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

**20. GENERAL PROVISIONS.** Time is of the essence of this Lease. This Lease is the entire agreement between the parties and may be modified only in writing signed by all parties. This Lease and any modifications may be signed in one or more counterparts, and by facsimile or electronic signatures, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Lease shall not be interpreted more harshly against Owner even though Owner may have provided this form of lease. Tenant agrees to execute an estoppel certificate confirming the terms of this Lease within five (5) days after Owner's request.

**21. MEGAN'S LAW NOTICE.** 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 <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information shall include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**27. NOTICE OF HAZARDOUS MATERIALS.** Owner notifies Tenant that there may be hazardous materials at the Property, including lead paint, cigarette smoke, automobile exhaust, and other hazardous materials. Tenant should investigate this issue to Tenant's satisfaction before signing this Lease.