

Residential Lease Agreement

1. Parties and Premises

This Residential Lease Agreement (the "Agreement") is made and entered into as of

_____ by and between _____, residing at _____
(hereinafter referred to as "Landlord"), and _____, residing at _____
(hereinafter referred to as "Tenant," whether one or more). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the residential property located at _____, Unit # _____ (the "Premises"), together with the following included items: _____.

2. Term and Holdover

The term of this Agreement shall commence on _____ and shall expire on _____ (the "Term"). If Tenant remains in possession of the Premises after the expiration of the Term, such holding over shall create a month-to-month tenancy, terminable by either party upon thirty (30) days' written notice to the other party, and all other terms and conditions of this Agreement shall remain in full force and effect.

3. Rent; Delivery; Proration; Payment Methods

Tenant shall pay Landlord rent in the amount of _____ per month (the "Rent"), payable in advance on the _____ day of each month, commencing on _____. Rent shall be paid via _____. If the Term commences on a day other than the first day of a month, Rent for the initial partial month shall be prorated based on the number of days in that month.

4. Security Deposit

Tenant shall deposit with Landlord a security deposit in the amount of _____ (the "Security Deposit"). The Security Deposit shall be held by Landlord as security for Tenant's performance of all covenants and obligations under this Agreement. Landlord may use the Security Deposit to remedy any default by Tenant in the payment of Rent or to repair damage to the Premises caused by Tenant or Tenant's guests or invitees, ordinary wear and tear excepted. Within twenty-one (21) days after Tenant vacates the Premises, Landlord shall return the Security Deposit to Tenant, less any deductions permitted by law, together with an itemized written statement of such deductions.

5. Late Fees and Returned Payments

If Rent is not received by Landlord within _____ days after the due date, Tenant shall pay a late fee of _____% of the monthly rent (the "Late Fee"). If any Rent payment is returned for insufficient funds or any other reason, Tenant shall pay a returned payment fee of _____.

6. Utilities and Services

Tenant shall be responsible for paying for the following utilities and services: _____.

Landlord shall be responsible for paying for the following utilities and services: _____.

7. Use, Occupancy, Guests

The Premises shall be used only for residential purposes. The Premises shall be occupied only by Tenant(s) named in this agreement. Guests may stay no more than _____ days without Landlord's written consent.

8. Maintenance, Repairs, Habitability, Entry Notice

Landlord shall maintain the Premises in a safe and habitable condition in compliance with all applicable laws. Tenant shall promptly notify Landlord of any needed repairs or maintenance. Landlord shall have the right to enter the Premises to make necessary repairs, inspect the Premises, or show the Premises to prospective tenants, purchasers, or lenders, upon providing Tenant with at least twenty-four (24) hours' written notice, except in cases of emergency.

9. Alterations and Fixtures

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Any fixtures installed by Tenant shall become the property of Landlord upon termination of this Agreement, unless otherwise agreed in writing.

10. Pets/Animals

11. Parking/Storage

Tenant shall be entitled to use parking space(s) number(s) _____ and storage unit(s) number(s) _____.

12. Rules

Tenant shall comply with all rules and regulations promulgated by Landlord from time to time, which are attached hereto and incorporated herein by reference. Tenant shall also comply with all applicable homeowners' association (HOA) rules and regulations, if any.

13. Assignment and Subletting

Tenant shall not assign this Agreement or sublet the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

14. Default; Notice; Cure; Remedies; Attorney Fees

If Tenant fails to pay Rent or otherwise breaches this Agreement, Landlord shall have the right to terminate this Agreement and pursue all available remedies, including eviction. Landlord shall provide Tenant with written notice of any default and an opportunity to cure the default within the time period required by law. In any legal action or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

15. Insurance

Tenant shall maintain renter's insurance coverage in an amount not less than _____.

16. Statutory Disclosures

Lead-Based Paint Disclosure: Housing built before 1978 may contain lead-based paint. Landlord must disclose any known lead-based paint hazards. The property was built in _____. Mold Disclosure: Mold can cause health problems. Landlord must disclose any known mold conditions. Bed Bug Disclosure: Bed bugs are a common problem. Landlord must disclose information about bed bug prevention and treatment.

17. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, to the following addresses:

If to Landlord: _____

If to Tenant: _____

Landlord's email address for notices: _____

Tenant's email address for notices: _____

19. Signatures

By signing below, Tenant acknowledges that they have read and understand all terms outlined in this Residential Lease Agreement. Tenant acknowledges that they have received a copy of this agreement. Consult an attorney before signing.

Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____