RENTAL AGREEMENT AND/OR LEASE

Landlord/OWNER/Agent:		
Tenant(s)/RESIDENT:	Tenant(s)/RESIDENT:	
Tenant(s)/RESIDENT:	Tenant(s)/RESIDENT:	
Unit Number:(if application	able)	
Unit Address:		
City:	, State, Zip	
Monthly Rental Rate: \$	This agreement shall commence on	, and continue: (check one below)
Rental Due Date:	A. Month- to-Month Agreement	
Security Deposit: \$		at which time thereafter shall become a month to
Late Charge (6% of rent max): \$		landlord. If Tenant should move from premises prior
Parking Space:	to the expiration date, they shall be liable for	all the rent due until expiration of said time period OR
Parking Space:		
Storage Space:		
a census as to the occupants in the unit, up 2. PAYMENTS : Rent and/or other charges a writing by OWNER. For the safety of the machall be acceptable. The initial rent paymen	oon seven days request of OWNER. are to be paid at the office or residence of the anager, all payments are to be made by chece of the control of the period of total payment of \$ shall be	egrees to complete an updated application, includir e manager or at such other place designated in k, money order, or electronic transfer and no cash and a due upon execution of this agreement.
All payments are to be made payable to: _		and delivered to:
	lifornia, Telephone Number	who is usually available on the
rental payment that would be extremely don full by the end of the day after would be extremely don full by the end of the day after would be extremely don full by the end of the day after would be end of the day after would be delinquent rent as a reasonable and negotion awor ordinance, such administrative costs dadditional rent" then the late charge requise the day after it is due, payment in a form coayment of rent in full on the day it is due. In the event RESIDENT'S payment is dishort failed payment and \$35 for each failed pay causes the rent to be late. OWNER may recomment. A fee of \$50.00 will be incurred to pay rent on the day rent is due. 4. SECURITY DEPOSITS: Per section 1950.5 can furnished units (if RESIDENT has a water furnished units. The total of the above deposite the day rent, b) cleaning costs, c) key replace wear and tear, and e) any other amount legared.	ifficult or impractical to determine. Therefore hich it is due, RESIDENT shall pay a late charge liated amount for such administrative costs. Researe deemed Additional Rent. Should a law outlined herein shall be deemed an independent in other than by personal check may be required to the bank for any reason, RESIDENT standard the formal threather. The same late charge stated quire future payments to be in a form other the each time the OWNER is required to serve a North of the California Civil Code, the Security Depended, an extra half-month's deposit will be reconsits shall secure compliance with the terms of the premises have been completely vacated the cement costs, d) costs for repair of damages to gally allowable under the terms of this agreed	rarious administrative costs in connection with a late of parties agree that if RESIDENT fails to pay the rerest of six percent (6%) equaling \$ of the RESIDENT further agrees that unless prohibited by or local ordinance prohibit late charges as covenant. If OWNER elects to accept rent after the red. OWNER does not waive the right to insist on shall pay a failed payment charge of \$25 for the first diabove will be imposed if the failed payment chan a personal check in the event of a failed Notice to Pay the Rent due to the RESIDENT'S failur cosit shall not exceed two times the monthly rent for and conditions of this agreement and shall be aless any amount necessary to pay OWNER: a) any to the unit and/or common areas above ordinary ment. A written accounting of said charges shall be
such costs and damages, the RESIDENT sha RESIDENT agrees to increase the deposit u	all immediately pay said additional costs for d pon 30 days written notice by an amount equ	nin 21 days of move-out. If deposits do not cover lamages to OWNER. During the term of tenancy, ual to any future increases in rent and/or an amous responsible. Security deposit is not to be used as
RESIDENT'S Initials: RESIDENT'	S Initials: RESIDENT'S Initials:	RESIDENT'S Initials:

RESIDENT agrees to place utilities under the names of the RESIDENT(S) listed on this rental agreement immediately upon move-in. 6. SUBLETTING OR ASSIGNING: RESIDENT agrees not to assign or sublet the premises or advertise to do so without first obtaining writte permission from the OWNER. RESIDENT agrees to not assign, sublet, or transfer the unit or to advertise the unit by word of mouth, short term rental website posting, or by any other means; any such violation will be considered a non-curable breach of this agreement, if without the OWNER'S prior written consent. The unit listed above is for use SOLELY AS A PRIVATE RESIDENCE. 7. OCCUPANTS: Guest(s) staying over 10 days cumulative or longer during any 6-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject unit for more than 10 days unless the expressed written consent of OWNER is obtained in advance, (the 10-day period may be extended by local Rent Control Laws): List names of all occupants and animals and dates of birth of all minor children:				
With prior written permission from the OWNER, RESIDENT shall pay additional rent of \$100.00 per month or 25% (or the amount allo				
under rent control) of the current monthly rent, whichever amount is greater, for the period of time that each additional guest in exc				
the above named shall occupy the premises. With prior written permission from OWNER, RESIDENT shall pay the same additional mo				
rent for each additional animal in excess of the above-named animal(s), which shall occupy the premises. Acceptance of additional re approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.	-			
8. PETS AND FURNISHINGS : Furnishings - No liquid-filled furniture of any kind may be on the premises without prior written permiss	ion by			
OWNER. If the structure was built after 1972, RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,0	-			
or more. RESIDENT must furnish OWNER with proof of said insurance upon request. RESIDENT must also comply with Civil Code Section	on			
1940.5. RESIDENT shall not keep on premises a receptacle containing more than ten gallons of liquid. Highly combustible materials or				
items which may cause a hazard or affect insurance rates, such as musical instruments or other item(s) of unusual weight or dimensic				
prohibited. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said iter	ns.			
Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without				
obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWN	1FK.2			
option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this	ah			
agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each sitem if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animals.				
of any kind, additional security deposit in the amount of \$ (not to exceed two times the monthly rent for unfurnish				
units or three times the monthly rent for furnished units) shall be required along with the signing of "PET AGREEMENT."	icu			
9. PARKING/STORAGE : When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used				
exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or				
attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESI				
may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT must not allow oil leaks or other				
vehicle discharges. RESIDENT shall be charged for cleaning polluted areas if deemed necessary by OWNER. Only vehicles that are				
operational may park in their assigned space.				
10. NOISE / ACTIVITY: RESIDENT agrees to preserve the peace and quiet enjoyment of all RESIDENTS; they shall not cause or allow an	•			
noise or disruptive activity on the premises. RESIDENT shall not cause waste or violate any law or use the premises for the use, storage	зе,			
possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.				
11. LOITERING AND PLAY : Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas is prohi	oitea.			
12. DESTRUCTION OF PREMISES : If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice	2 to			
the other.	: 10			
13. CONDITION OF PREMISES : RESIDENT acknowledges that they have examined the premises and that said premises, all furnishings,				
fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other item				
provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDE				
agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any				
portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement	ent, al			
of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear	and			
tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burn				
stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, are not reasonable wear and				
14. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install anten				
other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on o	r in			
RESIDENT'S Initials: RESIDENT'S Initials: RESIDENT'S Initials: RESIDENT'S Initials:				
				

5. **UTILITIES**: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except

any portion of the premises without the written consent of the OWNER except as may be provided by law. 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 garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify LANDLORD with a written notice stating what item(s) need service or repair and give LANDLORD a reasonable opportunity to service or repair that item(s). Should any charges be imposed by the City as a result of not notifying the LANDLORD in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government agency as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

15. SMOKING: NO SMOKING of any substance (including, but not limited to, cigarettes, e-cigarettes, cigars, marijuana, etc.) is allowed on the premises or common areas.

- 16. SMOKE/CARBON MONOXIDE DETECTORS: The unit is equipped with properly functioning smoke and carbon monoxide detectors. RESIDENT agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. RESIDENT agrees not to interfere with their normal function or disable any detectors in any manner and agrees to immediately notify OWNER of any malfunction. 17. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

 18. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
- 19. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the LANDLORD but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the OWNER shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions 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.
- 20. **POSSESSION**: If OWNER is unable to deliver possession of the unit to RESIDENT on the agreed date, because of the loss or destruction of the unit or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their 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 be pro-rated and begin on the date of actual possession.
- 21. **INSURANCE: RESIDENT** acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law; however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
- 22. **RIGHT OF ENTRY AND INSPECTION**: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs, and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours' notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 23. **PARTIAL INVALIDITY**: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement, nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 24. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term

RESIDENT'S Initials:	 RESIDENT'S Initials:	 RESIDENT'S Initials:	 RESIDENT'S Initials:	

or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

- 25. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
- 26. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 27. LIABILITY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests, and invitees.
- 28. NOTICE TO RESIDENT: Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain RESIDENT'S consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from RESIDENT, both during the term of the Agreement and thereafter.
- 29. 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 properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.
- 30. OWNER DISCLOSURE (Initial) OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises, and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or RESIDENT'S initial (on left) indicate that RESIDENT has received a copy of a "Protect Your Family from Lead in Your Home," and that RESIDENT shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.
- 31. MOLD: OWNER has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. RESIDENT agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. RESIDENT also agrees to immediately report to the OWNER in writing any evidence of water leaks, excessive moisture or lack of proper ventilation, and evidence of mold that cannot be removed by cleaning. 32. ADDITIONS AND EXCEPTIONS:

33. NOTICES / REQUESTS FOR REPAIR: All notices to RESIDENT shall be served at RESIDENT'S unit /house whether or not RESIDENT is ST BE IN WRITING and shall

resent at the time of delivery, and all repair requests or other notices to OWNER / AUTHORIZED PERSON MUST BE IN WRITING and shall
e served by mail or by the digital medium indicated in writing by the OWNER to:
erson Authorized to Manage Property:
lame:
ddress:
hone Number:
WNER of property or a person who is authorized to act for and on behalf of the OWNER for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.
lame:
ddress:
hone Number:
erson or Entity Authorized to Receive Payment of Rent:
lame:
ddress:
hone Number:

RESIDENT'S Initials:

RESIDENT'S Initials: _____

RESIDENT'S Initials: __

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the a inventory, and that said attached inventory is hereby made part of this agreement.	ttach
	ttach
35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check all that apply).	
Information About Bed Pest Control/Bed Bug Mold Booklet and Mold Unit Keys Bugs Addendum Addendum	
Flood Disclosure Move-in/Move-out Smoke-Free Addendum Mailbox Keys Addendum Inspection	
Lead-Based PaintPet Agreement/ComfortParking AgreementCommon Area KeysDisclosure & BookletAnimal Addendum	
House Rules Satellite Dish Addendum Plumbing Addendum Garage Remotes	
Pool Rules Smoke Detector Addendum Other Other	
public via the website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal his this information will include either the address at which the offender resides or the community of residence and ZIP Code in which I she resides. 38. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." RESIDIATION (Initials:,,,, OR Pursuant to California Civil Code 1632, which requires translation of specified contracts of agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean: () RESIDENT'S initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language	ie or and i ENT' !
Printed Name of Interpreter DATE	
39. TEXT AND EMAIL NOTIFICATIONS: Check: OWNER/AGENT and RESIDENT agree that communication by text or email shall seel legal notice in the following circumstances only: Repair requests, OWNER'S Notice to Enter and reminders of repairs being made, emergency repairs, and or warnings of suspicious activity on the premises. OWNER'S Text Number: RESIDENT'S Email Address: RESIDENT'S Email Address: RESIDENT'S Email Address: RESIDENT'S Email Address:	ve as
RESIDENT'S Email Address: RESIDENT'S Initials: RESIDENT'S Initials: RESIDENT'S Initials: RESIDENT'S Initials:	

40. NOTICE TO RESIDENT: STATEW	TDE RENT CONTROL (CHECK ONE)
subject to the rent limits imposed by Sect just cause requirements of Section 1946.2 requirements of Sections 1947.12 (d)(5) at not any of the following: (1) a real estate is	ATEWIDE RENT CONTROL: "This property is not ion 1947.12 of the Civil Code and is not subject to the of the Civil Code. This property meets the nd 1946.2 (e)(8) of the Civil Code and the OWNER is investment trust, as defined by Section 856 of the 1; or (3) a limited liability company in which at least
amount your rent can be increased. See S information. California law also provides and lawfully occupied the property for 12 continuously and lawfully an	WIDE RENT CONTROL: California law limits the Section 1947.12 of the Civil Code for more at that after all of the TENANTS have continuously 2 months or more or at least one of the TENANTS has roperty for 24 months or more, an OWNER must e to terminate a tenancy. See Section 1946.2 of the
following: Intent to occupy the residentia domestic partner, children, grandchildren lease allows the OWNER to terminate the	Section 1946.2(b)(2)(A)(i)"just cause" includes the I real property by the OWNER or their spouse, n, parents, or grandparents. This provision of the e lease if the OWNER, or their spouse, domestic s, or grandparents, unilaterally decides to occupy the
RESIDENT:	Date:
RESIDENT:	Date:
RESIDENT:	Date:
RESIDENT:	

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT.

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

OWNER: _____ Date: _____