

RENTAL AGREEMENT

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Both the Owner and the Renter agree to fulfill the conditions listed below:

The OWNER is _____

The RENTER is _____

RENTAL UNIT: [Description and Address]

1. RENT

A) Rent shall be \$ _____ per month, payable in advance on the ____ day of each month.

Rent includes the following utilities, within reasonable use: [Gas, Water, and/or Electricity].

The Renter will pay [Landlord Name] at the following [Address].

2. FAILURE TO PAY RENT

If rent is not paid within five (5) days after due date, the Renter agrees to pay a charge of \$ _____ (not more than one day's rent) for late rent and/or each dishonored bank check, unless waived by written agreement. If the Renter is unable to pay rent when due, the Owner has the legal right to serve notice to pay rent or vacate within three (3) days, as per CA CCP §1161.

3. OCCUPANCY AND GUESTS

A) The rental unit is for the residential use of the signer(s) and is limited to ____ occupant(s).

B) The Renter will not sublet, assign, share or rent space without the prior written consent of the Owner.

C) The Renter will not have overnight guests for excessive stays (generally no more than ____ days per _____).

D) Smoking is prohibited inside the rental unit and within the rental property's premises.

4. DEPOSITS

A) The Renter shall pay the Owner a \$ _____ REFUNDABLE SECURITY DEPOSIT.

1. When the Renter moves out the Owner may use the deposit solely for the purpose of:

- i. Repairing damages for which the Renter is responsible,
- ii. Cleaning beyond normal wear and tear,
- iii. Paying due and unpaid rent and/or utilities.

B) The Owner and the Renter shall conduct a pre-move out inspection of the rental BEFORE the Renter moves out at which time the Owner shall inform the Renter of needed repairs. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his or her expense before the move out date without deduction from the security deposit. Within three weeks after the Tenant moves out, the Owner shall return the deposit to the Renter, less any deductions the owner is entitled to under this agreement. If any deductions are made, the owner shall provide the Renter with a written itemized statement of expenses and receipts for cleaning and/or repairs for which deductions were made from the deposit.

5. RESPONSIBILITIES OF OWNER AND RENTER

A) The cost of repairing or replacing items damaged beyond wear and tear will be paid by the Owner or Renter who willfully, or through lack of due care, caused or permitted the damage.

B) OWNER'S DUTIES

The Owner shall keep the rental property tenantable, safe, sanitary and in compliance with all applicable state and local housing, building, and health requirements; and maintain mechanical equipment and utilities in good operating condition. The Owner further agrees to maintain peace and quiet in those areas of the residence not subject to the Renter's control.

C) RENTER'S DUTIES

Renter agrees to:

1. Keep the premises clean and sanitary and regularly dispose of all waste in a clean and sanitary manner into collection bins;
2. Properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean as their conditions permit;
3. Not, nor permit anyone on the premises within her/his control to, willfully or wantonly destroy, deface, damage, impair, alter, or remove any part of the structure, facilities, or equipment;
4. Leave the rental in the same condition as when possession was given to her/him, reasonable use, wear, and damage beyond the control of the Renter(s) excepted; and
5. Maintain a peaceful and quiet environment, and not cause or allow unnecessary noise, especially from 10 pm to 8 am.
7. Not violate any city ordinance or state or federal law in or about the Owner's property.

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D) PRIVACY

The landlord may enter only for the following reasons: (a) in case of an emergency; (b) to make necessary or agreed upon repairs, decorations, or improvements, supply necessary or agreed-upon services, or exhibitions of the unit; (c) when the tenant has abandoned or surrendered the premises; or (d) pursuant to court order. The landlord must give the tenant written 24 hours notice of intent to enter and may enter only during normal business hours, excepting cases (a) and (c) above.

E) REPAIR PROCEDURES

The Renter shall give a dated written notice (duplicated) to the Owner to repair or correct defects which are the Owner's responsibility. After a reasonable time (generally 30 days), if the Renter has fulfilled her/his duties under the law, s/he may repair uncorrected defects or have them repaired and deduct the cost of repair from her/his next month's rent. Repairs must be made in a competent manner at reasonable cost. This remedy cannot be used more than twice in a 12 month period and cannot exceed one month's rent for each, as provided by California Civil Code Section 1942.

6. NOTICES

Notices and requests shall be made IN WRITING and given to the Owner at the Owner's address, or place designated by Owner, and to the Renter at the rental property.

RENT NOTICES

The Renter shall be given written notice of rent changes not less than thirty (30) days in advance of the day the rent is due.

VACATE NOTICES

Both Renter and Owner shall give thirty (30) days written notice in the event that the rental is to be vacated. This notice period may be lengthened or shortened by written agreement, but not less than 7 days as per CA Civil Code §1946.

RESPONSIBILITY: Owner's fire and extended coverage insurance covers the residence only. It is suggested that Renter carry a standard renter's insurance policy to cover personal property.

7. DISPUTES AND REMEDIES

If a dispute occurs relating to the rental of this property, either the Owner or the Renter may seek mediation before filing Small Claims or other civil action. The prevailing party may recover her/his reasonable costs and attorney's fees incurred in a legal action to enforce or interpret the provisions of this agreement or to recover possession of the rental property.

ADDITIONAL AGREEMENTS BETWEEN THE OWNER AND RENTER: _____

The signing of this agreement acknowledges the Owner's receipt of \$ _____ from the Renter for

☐ \$ _____ security deposit

☐ \$ _____ first month's rent

This Agreement is entered into this ____ day of _____ and will be effective the ____ day of _____, 20XX.

Owner's Name (printed) _____

Owner's Signature _____

Renter's Name (printed) _____

Renter's Signature _____