RESIDENTIAL LEASE AGREEMENT

Prepared by: Agent _____ **Phone** _____
Broker _____ **Email** _____

NOTE: This form is used by a leasing agent, property manager or landlord when leasing a residential property on a fixed rental-rate basis for a specific period of time to grant the tenancy and set the amount of rents to be paid, identify who will provide and pay for utilities, and the allocation of maintenance responsibilities and their costs between the landlord and tenant.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. This lease agreement is entered into by _____, as the Landlord, and _____, as the Tenant(s),
   1.1 regarding residential real estate referred to as _____,
   _____,
   1.2 including the following:

   ☐ Garage/parking space #_____
   ☐ Storage space #_____
   ☐ Furnishings _____

   1.3 The following checked attachments are part of this agreement:

   ☐ Rent control disclosures
   ☐ House/Building rules
   ☐ Brokerage Fee Addendum [See **RPI** Form 273]
   ☐ Condition of Premises Addendum [See **RPI** Form 560]
   ☐ Condition/Inventory of Furnishings Addendum [See **RPI** Form 561]
   ☐ Offer to Report Positive Rental Payment Information [See **RPI** Form 553-3]
   ☐ Option to Renew/Extend Lease [See **RPI** Form 565]
   ☐ Lead-Based Paint Disclosure [See **RPI** Form 557]
   ☐ Credit Application [See **RPI** Form 553]
   ☐ _____

AGREEMENT:

2. DEPOSIT:
2.1 Landlord acknowledges receipt of $_____ as a security deposit.
2.2 The deposit is security for the diligent performance of Tenant's obligations, including payment of rent, repair of damages, reasonable repair and cleaning of premises on termination, and any loss, damages or excess wear and tear on furnishings provided to Tenant.
2.3 No interest will be paid on the deposit and Landlord may place the deposit with their own funds, except where controlled by law.
2.4 Within 21 days after Tenant vacates, Landlord to furnish Tenant with a security deposit statement itemizing any deductions, with a refund of the remaining amount.

3. TERM OF LEASE:
3.1 This lease will begin on _____, 20_____, and continue until _____, 20_____.
3.2 The lease terminates on the last day of the term without further notice.
3.3 Landlord's acceptance of rent after expiration of the lease term creates a month-to-month tenancy.
3.4 When Tenant holds over, Tenant to be liable for rent at the daily rate of $_____.

4. RENT:
4.1 Tenant to pay, in advance, $_____ rent monthly, on the _____ day of each month.
4.2 Rent to be paid by:
a. ☐ cash, ☐ check, or ☐ cashier's check, made payable to Landlord or his agent and delivered to:

(Name) _____
(Address) _____
_____
(Phone/Email) _____

Personal delivery of rent to be accepted at Landlord's address during the hours of _____ to _____ of the following days: _____.

b. ☐ credit card #_____/_____/_____/_____ issued by _____, which Landlord is authorized to charge each month for rent due.

c. ☐ deposit into account number _____ at

(Financial Institution) _____

(Address) _____

_____

d. ☐ _____.

4.3 Tenant to pay a charge of ☐ $_____, or ☐ _____% of the delinquent rent payment, as an additional amount of rent, due on demand, in the event rent is not received within ☐ five days, or ☐ _____, after the due date.

4.4 When any rent or other amount due Landlord is not received within five days after its due date, interest will thereafter accrue on the amount at 18% per annum until paid. On receipt of any past due amount, Landlord to promptly make a written demand for payment of the accrued interest which will be payable within 30 days of the demand.

4.5 Tenant to pay a charge of $_____ as an additional amount of rent, due on demand, for each rent check returned for insufficient funds or stop payment, in which event Tenant to pay rent when due for each of the three following months by cash or cashier's check.

5. POSSESSION:

5.1 Tenant will not be liable for any rent until the date possession is delivered.

5.2 When Landlord is unable to deliver possession, Landlord will not be liable for any damage, nor will this lease terminate.

5.3 Tenant may terminate this lease when Landlord fails to deliver possession within five days of commencement.

5.4 Only the above-named Tenant(s) are to occupy the premises along with the following individuals:

_____

_____.

5.5 Tenant will not assign this lease agreement or sublet, or have boarders or lodgers.

5.6 Tenant(s) will have no more than _____ guests staying the greater of no more than 10 consecutive days or 20 days in a year.

5.7 Tenant agrees the premises, fixtures, appliances, furnishings and smoke and carbon monoxide detectors are in satisfactory and sanitary condition, except as noted in an addendum. [See **RPI** Form 561]

5.8 Landlord to make any necessary repairs as soon as possible after notification by Tenant. When Landlord does not timely make necessary repairs, Tenant may have the repairs made and deduct the cost, not to exceed one month's rent.

6. TENANT AGREES:

6.1 To comply with all building rules and regulations and later amendments or modifications.

6.2 To pay for the following utilities and services: _____

_____

_____

a. Landlord to provide and pay for: _____.

6.3 To keep the premises clean, well ventilated, free of mold contaminating moisture buildup and sanitary.

a. Tenant acknowledges receipt of the Information on Dampness and Mold for Renters in California booklet. [See **RPI** Form 564-1 and 564-2]

b. Tenant to promptly notify Landlord of unabated moisture buildup in the premises for prevention of mold contamination.

c. Tenant to properly dispose of all garbage and waste.

6.4 To routinely check and properly maintain smoke and carbon monoxide detectors.

6.5 To properly operate all electrical, gas and plumbing fixtures and pipes, and keep them clean and sanitary.

6.6 ☐ Yard maintenance included in Tenant obligations.

6.7 To make the premises available on 24 hours' notice for entry by Landlord to make necessary repairs, alterations or services, or to exhibit the premises to prospective purchasers, tenants, employees or contractors.

a. In case of emergency or Tenant's abandonment of premises, Landlord may enter the premises at any time.

6.8 Not to disturb, annoy, endanger or interfere with other occupants of the building or neighboring buildings.

6.9 Not to use the premises for any unlawful purpose, violate any government ordinance, or create a nuisance.

6.10 Not to destroy, damage or remove any part of the premises, equipment or fixtures or commit waste, or permit any person to do so.

6.11 Not to keep pets or a waterbed on the premises without Landlord's written consent.

a. See attached ☐ Pet Addendum [See **RPI** Form 563], ☐ Waterbed Addendum. [See **RPI** Form 564]

6.12 Not to make any repairs, alterations or additions to the premises without Landlord's written consent.

a. Any repairs or alterations become part of the premises.

6.13 Not to change or add a lock without written consent.

6.14 Smoking is prohibited in the following area(s) _____

_____

_____

7. GENERAL PROVISIONS:

7.1 Tenant agrees to indemnify and hold Landlord harmless from claims, demands, damages or liability arising out of the premises caused by or permitted by Tenant, Tenant's family, agents, employees and guests.

a. ☐ Tenant to obtain insurance for this purpose naming Landlord as an additional insured.

7.2 Landlord to maintain the premises and common areas in a safe and sanitary condition and comply with all applicable ordinances and regulations.

7.3 Landlord to provide and maintain a stove and refrigerator in good working order in Tenant's unit.

a. ☐ Tenant elects to provide and maintain their own refrigerator. Tenant is not required to provide the refrigerator as a condition of occupancy, and may on 30 days' written notice require Landlord to furnish one.

7.4 When the property contains an exercise or recreation facility, Tenant agrees to indemnify and hold Landlord harmless from claims, demands, damages or liability arising from Tenant's use of the facility.

7.5 Waiver of a breach of any provision does not constitute a waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Tenant's breach does not waive Landlord's right to enforce the breached provision.

7.6 In any action to enforce this agreement, the prevailing party will receive attorney fees.

7.7 Notice: Pursuant to Calif. Penal Code §290.46, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at *www.meganslaw.ca.gov*. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.

7.8 Notice: ☐ Landlord has actual knowledge the property is located in a special flood hazard area or an area of potential flooding. Tenant may obtain information about flood and other hazards at *http://myhazards.caloes.ca.gov/*. Landlord's insurance does not cover Tenant's possessions. Tenant may purchase renter's insurance and flood insurance to insure their possessions from loss. Landlord is not required to provide additional information about flood hazards beyond this notice.

7.9 When lease exceeds one year, Tenant and Landlord acknowledge receipt of the Agency Law Disclosure. [See **RPI** Form 550-2]

7.10 ☐ Landlord may terminate this lease agreement when they, their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property.

7.11 ☐ Landlord to pay Tenant Broker fees per the attached Fee Schedule for Tenant Broker. [See **RPI** Form 552-9]

7.12 ☐ See attached addendum for additional terms and conditions. [See **RPI** Form 550-1]

8. DESTRUCTION:

8.1 When the premises are totally or partially destroyed and uninhabitable, either Landlord or Tenant may terminate the lease upon written notice.

a. When the lease is not terminated, Landlord will repair the premises and rent will be prorated based on a 30-day month for the period the premises was uninhabitable.

9. TEMPORARY DISPLACEMENT:

9.1 Tenant agrees to temporarily vacate the premises on Landlord's written demand to allow for invasive repairs or fumigation of the premises which will render the premises uninhabitable, subject to local rent control law. [See **RPI** Form 588]

a. Tenant to comply with instructions provided by Landlord to accommodate the work needed.

b. Tenant to receive rent credit equal to the per diem rent for the duration of the displacement.

c. Landlord to provide written notice to Tenant prior to _____ days before the date of displacement.

10. JUST CAUSE AND RENT CAP NOTICE:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

10.1 ☐ This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5); (d)(5) and 1946.2 (e)(7); (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

11. _____

I agree to let on the terms stated above.

Date: _____, 20_____

Landlord: _____

Signature: _____

Landord's Broker: _____

Broker's DRE #: _____

is the broker for: ☐ Landord

☐ both Tenant and Landlord (dual agent)

Landord's Agent: _____

Agent's DRE #: _____

is ☐ Landord's agent (salesperson or broker-associate)

☐ both Tenant's and Landlord's agent (dual agent)

Signature: _____

Address: _____

_____

Phone: _____ Cell: _____

Email: _____

I agree to occupy on the terms stated above.

Date: _____, 20_____

Tenant: _____

Signature: _____

Tenant: _____

Signature: _____

Tenant's Broker: _____

Broker's DRE #: _____

is the broker for: ☐ Tenant

☐ both Tenant and Landlord (dual agent)

Tenant's Agent: _____

Agent's DRE #: _____

is ☐ Tenant's agent (salesperson or broker-associate)

☐ both Tenant's and Landlord's agent (dual agent)

Signature: _____

Address: _____

_____

Phone: _____ Cell: _____

Email: _____

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