

## CALIFORNIA RESIDENTIAL LEASE AGREEMENT

State of CALIFORNIA

County of \_\_\_\_\_

**PARTIES.** This Residential Lease Agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between:

**Landlord Name:** \_\_\_\_\_ ("Landlord")

Landlord Address: \_\_\_\_\_, AND

**Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ hereinafter known as the "Lease Term."

### 2. OCCUPANT(S).

The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons: \_\_\_\_\_.

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$ \_\_\_\_\_ for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

### 3. PROPERTY.

The Landlord owns property and improvements located at \_\_\_\_\_ (hereinafter referred to as the "Property").

### 4. SECURITY DEPOSIT.

TENANT shall deposit with landlord the sum of \$ \_\_\_\_\_ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant

to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

**5. RENT.**

The Tenant shall pay to Landlord the sum of \$\_\_\_\_\_ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every \_\_\_\_ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within \_\_\_\_ days of the Due Date, the Rent shall be considered past due and a late fee of  \$\_\_\_\_\_ or  \_\_\_\_ % of the Rent past due shall be applied for every  day Rent is late or  occurrence Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a \_\_\_\_\_ - day notice of the same from the Landlord to the Tenant.

**6. RENT PRE-PAYMENT.**

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$\_\_\_\_\_ (US Dollars) for the following time-period starting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Pre-Payment of Rent will be due at the execution of this Agreement.

- Not be required to Pre-Pay Rent.

**7. PURPOSE.**

The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, the manufacturing of any type of food or product, a professional service(s), or for any commercial use unless otherwise stated in this Agreement.

**8. FURNISHINGS.**

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

### 9. UTILITIES.

TENANT shall pay for all utilities and/or services supplied to the premises with the following exception:

\_\_\_\_\_.

### 10. PARKING.

TENANT \_\_\_ is not \_\_\_ is (check one) assigned a parking space. If assigned a parking space it shall be designated as space #\_\_\_\_\_. TENANT may only park a vehicle that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. The TENANT uses this space exclusively for parking of passenger automobiles. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

### 11. PETS.

Under this Lease:

**Pets Allowed.** The Tenant shall be allowed to have \_\_\_ pet(s) on the Property consisting of  Dogs  Cats  Fish  
 Other \_\_\_\_\_ not weighing

more than \_\_\_  pounds. The Landlord shall administer a fee of \$\_\_\_\_\_ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

**Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

### 12. SMOKING POLICY.

Smoking on the Premises is:

- Permitted in the following areas: \_\_\_\_\_

- Prohibited on the Premises and Common Areas.

### 13. WATERBEDS.

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.

- Shall not have the right to use a waterbed on the Premises.

#### **14. MAINTENANCE, REPAIR, & ALTERATIONS.**

The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair. The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances, health or safety codes, those set forth in the Master Lease, and Condominium or Homeowner's associations, where applicable.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- D. Keep all windows, balconies, railings and other fixtures or structures visible from outside of the property free from laundry at all times.
- E. Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- F. Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

#### **15. ABANDONMENT.**

It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

#### **16. RIGHT OF ENTRY.**

The Landlord shall have the right to enter the Property during normal working hours by providing at least \_\_\_ hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

#### **17. NOISE/WASTE.**

TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**18. COMPLIANCE WITH LAW.**

The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant’s occupation and use thereof.

**19. RETALIATION.**

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

**20. ENTIRE AGREEMENT**

The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

**Landlord’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Tenant’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Agent’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



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