

RENTAL AGREEMENT RESIDENTIAL LEASE

1. **IDENTIFICATION OF LANDLORD AND TENANTS.** This agreement is made and entered into on _____ between _____ (“Landlord”) and _____ (“Tenant”). Each tenant is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.
2. **IDENTIFICATION OF PREMISES AND OCCUPANTS.** Subject to the terms and conditions set forth in this agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ (“the premises”). The premises shall be occupied by the undersigned Tenant and the following only:

3. **LIMITS ON USE AND OCCUPANCY.** The premises are to be used only as a private residence for tenant and any minor listed in paragraph 2 of this agreement, and for no other persons and no other purpose without Landlord’s prior written consent. Guests residing at the premises for more than 14 days in any six-month period require Landlord’s written consent. Violation of this provision shall be considered a breach of this agreement.
4. **DEFINING THE TERM OF THE TENANCY.** The rental will be one year, beginning on _____
5. **AMOUNT AND SCHEDULE FOR THE PAYMENT OF RENT.** Tenant shall pay to Landlord a monthly rent of _____, payable in advance **on the 1st day of the month**. Rent should be paid to:

unless Landlord notifies Tenant otherwise in writing. Rent can be paid by personal check, cashier’s check, cash or money order. If any check offered by tenant to landlord in payment of rent or any other amount due under this agreement is returned for lack of sufficient funds, a “stop payment” or any other reason, Tenant shall pay Landlord a returned check charge in the amount of \$25.00.
6. **LATE CHARGES.** If Tenant fails to pay the rent in full within 5 days after the date it is due, Tenant agrees to pay Landlord a late charge of \$25, plus \$5 for each additional day that the rent continues to be unpaid. The total late charge for any one month will not exceed \$50. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **AMOUNT AND PAYMENTS OF DEPOSITS.** On signing this Agreement, Tenants will pay to Landlord the sum of _____ as security deposit. Tenants may not, without Landlord’s prior written consent, apply this security deposit to the last month’s rent or to any other sum due under this agreement. Within three weeks after Tenants have vacated the premises, Landlord will furnish tenants with an itemized statement of any security deposit retained by the Landlord along with a check for any deposit balance.
8. **PETS.** No animal, including birds and other pets, may be kept on the premises without Landlord’s prior written consent, except properly trained certified service dogs needed by blind, deaf or disabled persons. Having pets may require an additional pet deposit, amount to be determined.

9. **WATERBEDS and AQUARIUMS.** No waterbed or other item of water-filled furniture or aquarium holding more than 20 gallons may be kept on the premises without Landlord's written consent.
10. **UTILITIES.** Tenant will be responsible for the payment of all utilities and services, except trash and water, which will be paid by Landlord. Tenants will be expected to conserve water and energy to the best of their abilities, using the Guidelines attached in Addendum A.
11. **LANDLORD'S ACCESS FOR INSPECTION AND EMERGENCY.** Landlord or Landlord's agents may enter the premises in the event of an emergency or to make repairs or improvements, supply agreed services, show the premises to prospective buyers or tenants, and conduct an initial move-out inspection requested by Tenants. Except in cases of emergency, Tenant's abandonment of the premises, or court order, Landlord will give Tenant reasonable notice of intent to enter and will enter only during regular business hours (Monday through Friday from 9 a.m. to 6:00 p.m.) The notice will include the purpose, date and approximate time of the entry.
12. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior WRITTEN consent of the Landlord.
13. **MAINTENANCE, REPAIRS AND ALTERATIONS.** Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Landlord of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises at termination in the condition received, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements caused by Tenant's negligence and that of Tenant's family, invitees and guests, except ordinary wear and tear. Verification of the working order and maintenance of the smoke detector is the responsibility of the Tenant, as is replacement of light bulbs. Except as provided by law or as authorized by the prior WRITTEN consent of Landlord, Tenants will not make any repairs or alterations to the premises, including painting, wallpapering and changing locks. Landlord will not unreasonably withhold consent for such repairs, but will not authorize Tenants to make or order repairs that require advanced skill or workmanship or that would be dangerous to undertake.
14. **DAMAGE TO THE PREMISES.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:
 - a. If the premises are uninhabitable, Landlord will have the option to: (1) repair the damage and restore the premises, with this Agreement continuing in full force and effect, except that the Tenants' rent will be abated while repairs are being made; or (2) give written notice to Tenants terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date, causing this Agreement to expire, and all of Tenants' rights pursuant to this Agreement will cease.
 - b. Landlord will have the option to determine that the premises are inhabitable or only partially damaged by fire or other cause. In such case, Landlord will attempt to repair such damage and restore the premises within thirty (30) days after the damage. If the premises are habitable and only a part of the premises is unusable, Tenants must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this

Agreement will expire and all of Tenants' rights pursuant to this Agreement will terminate at the option of either party.

15. **INDEMNIFICATION AND INSURANCE.** Landlord will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Landlord, its agents or employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Landlord, its agents or employees. ***Tenants are urged to obtain a renter's insurance policy to cover liability, personal property damage and damage to the premises.***
16. **SEPTIC GUIDELINES.** Tenant agrees to abide by the Guidelines for protection of the septic system, and to conserve water in a reasonable manner. Septic and Water Conservation Guidelines are attached hereto as ***Addendum A.***
17. **RESIDENT RELATIONS.** Tenants are required to maintain civil communications with one another that allow for the peaceful enjoyment of the property by all residents. Tenants understand that landlord is not responsible for mediating disputes between tenants.
18. **OTHER.** Tenants and their guests or invitees will not use the premises or adjacent areas in such a way as to:
 - Violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs;
 - Commit waste or nuisance
19. **STATE DATABASE DISCLOSURE NOTICE:** Pursuant to Section 290.4 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website 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 s/he resides.
20. **GROUNDS FOR TERMINATION OF TENANCY.** The failure of Tenants or Tenants' guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenants' Rental Application is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law. If Tenant fails to pay rent when due, or perform any provision of this Agreement, Landlord, after giving no fewer than 3 (three) days written notice of such default, as required by law, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of it in the same manner allowed by law.
21. **WAIVER.** Failure of Landlord to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Landlord will not waive its right to enforce any provision of this Agreement.
22. **ATTORNEYS FEES.** In any action or proceeding involving a dispute between Landlord and Tenant arising out of the execution of this Agreement, whether for Tort or for Breach of Contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator.

23. ADDITIONAL PROVISIONS:

- Landscape Maintenance: Landlord is responsible for maintaining the landscaping.

24. ENTIRE AGREEMENT AND ADDENDA. The foregoing constitutes the entire agreement between the parties. The following Addenda have been made part of the Agreement before the parties' execution:

Addendum A -- Septic and Water Conservation Guidelines

Addendum B -- Lead Based Paint Disclosure (required by law for rental properties built prior to 1978)

Addendum C -- Regarding Mold Contamination and Agreement to Maintain the Premises

Owner Signature

Date

Please Print Name

Tenant Signature

Date

Please Print Name