

Agreement to Rent or Lease

This Agreement is made and entered into between _____, hereinafter "Owner" and (names of all adult Residents and names and dates of births of all minors to reside on the premises):

Resident _____ (DOB) _____ Resident _____ (DOB) _____

Resident _____ (DOB) _____ Resident _____ (DOB) _____

hereinafter "Resident." The word Resident as used herein shall include the singular as well as the plural. Subject to the terms and conditions below, Owner rents to Resident, and Resident rents from Owner, for residential purposes only, the premises located at:

_____ Unit # _____ (if applicable)

City _____ California _____.

Owner and Resident mutually agree as follows:

1. TERM. The term of the rental shall begin on _____, and shall continue as follows, subject to the payment of rent for one month and the security deposit: (check one)

For a period of _____ months and _____ days, thereafter expiring on _____, (the expiration date).
Renewal of the term shall be as described in Paragraph 22 of this Agreement (A Fixed Term Lease).

On a periodic (month to month) tenancy basis, terminable by either party by the giving of a written notice pursuant to Paragraph 22 of this Agreement (A Periodic Tenancy).

2. RENT. Resident shall pay to Owner the Monthly base rent of \$ _____, in advance on or before the first (or _____) day of each month without deduction or offset. On signing this Agreement, Resident shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date.

3. SECURITY DEPOSIT. On signing this Agreement, Resident shall pay to Owner the sum of \$ _____ as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner. Owner may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to return the unit to the same level of cleanliness it was in at the inception of the tenancy, as provided by law and by this Agreement. The unused portion of this deposit shall be returned to Resident without interest, according to law.

4. UTILITIES. Resident shall pay for all utilities, services and charges, except _____. If utilities are separately metered, Resident shall cause the utility billing to be placed in Resident's name prior to taking possession.

5. OCCUPANCY. Resident agrees that the premises are to be used as a private residence for Resident listed herein, for a total of _____ adults and _____ minor(s) and by no other persons and for no other reason.

6. LATE CHARGE / RETURNED CHECKS. Resident acknowledges that Owner will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the _____ day after it is due, Resident shall pay a late charge of \$ _____ as additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ _____ as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

7. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory, all locks are fully functional and all required window screens are in place and in good condition. Paint, wall coverings, carpet and floor coverings are clean and undamaged. The premises are clean and undamaged and are free of pests, bedbugs and other vermin. Resident shall immediately inform owner in writing of any exceptions.

8. POSSESSION OF PREMISES. In the event Owner is unable to deliver possession of the premises to Resident for any reason including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident

except for the return of all sums previously paid to Owner.

9. PETS, WATER-FILLED FURNITURE/ANTENNAS AND/OR SATELLITE DISHES. No animal, pet, antenna/satellite dish or water-filled furniture shall be kept on or about the premises without the prior written consent of the Owner.

10. SECURITY. Resident acknowledges that Owner has made no representation that the property is a “secure” complex, or that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner’s property and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest’s person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises.

11. QUIET ENJOYMENT / USE. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner may take legal action to terminate the Agreement and remove Resident.

12. JOINT AND SEVERAL LIABILITY (CO-RESIDENT). If more than one Resident enters into this Agreement (“roommates”), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from another Resident, no right to have another person substituted in their stead shall exist.

13. RESIDENT OBLIGATIONS. Resident shall, at Resident’s sole expense, keep the premises clean, in good order and repair, and free of trash, mold, mildew, pests, vermin, bedbugs, and unsightly material. Resident shall clean, shampoo and repair floor coverings periodically at Resident’s expense. All costs and expenses incurred in relation to clogged drains, toilets, leaking pipes, or any other plumbing stoppage or repair, shall be the responsibility of Resident, unless the stoppage or leakage is found to be in the main line. Resident shall maintain and repair the window screens, garbage disposal, window and door locks, and all interior fixtures and improvements, at Resident’s sole expense. Resident shall immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. In the event Owner elects to perform repairs on Resident’s behalf, Resident shall immediately reimburse Owner for the costs expended. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner’s prior written consent, which consent may require that only a licensed, insured and bonded contractor perform such work.

14. RIGHT OF ENTRY. Owner or Owner’s agents shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner free and harmless for such entry.

15. VEHICLES AND PARKING. Owner reserves the right to control parking and to tow away, at Resident’s expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, is insured for public liability/property damage, is operable, and currently registered.

16. SUBLEASING / ASSIGNMENT. Resident shall not sublease any part of the premises nor assign this Agreement without the prior written consent of Owner.

17. PEST CONTROL. Upon demand by Owner, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation, or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty-four hour period that the resident was required to and actually does, vacate the premises.

18. LIABILITY / DAMAGE RESPONSIBILITY. Resident agrees to defend and indemnify Owner, and to hold Owner harmless from any and all claims of injury, damage, loss or harm of any type concerning injury or death to persons or any damage to or loss of property caused by the intentional acts or negligent acts of Resident, Resident’s guests or invitees occurring on or about the premises rented for Resident’s exclusive use. **To the extent allowed by law, Resident assumes all risk of harm resulting from the use of any health and/or recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner’s agents.**

Resident assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities or the participation in such activities and programs by resident and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Resident and his or her guests. Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged, by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this Agreement continuing in full force and effect, or (2) give notice to Resident of termination of this Agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire or any other casualty caused by Resident's intentional acts or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional acts or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

19. TERMINATION: CLEANING/REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. Prior to surrendering possession of the premises, Resident shall cause the entire rental unit and the carpets to be professionally cleaned using a licensed and insured cleaning professional. All holes in the walls, scratches and other damage must be professionally repaired, patched, textured and painted to match existing surfaces. If this is not done, Resident expressly agrees that Owner shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner's discretion to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The reasonable costs incurred by Owner for such services may be deducted from Resident's security deposit. If Owner is required to perform a pre-move out inspection, or perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation may be deducted from Resident's security deposit, or as allowed by law. In the event the deposit is not sufficient to pay all the expenses and charges at the termination of the tenancy, Resident shall immediately, upon written notice, pay Owner any additional sums necessary to pay all such charges in full.

20. RULES AND REGULATIONS. Resident acknowledges receipt of, and has read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Owner may terminate this Agreement, as provided by law, if these Rules and Regulations are violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC & R's) and Association Rules and Regulations. Copies of these documents (if applicable) are incorporated herein. Resident shall comply with any valid order of the Association and shall pay to Owner any charge assessed by reason of Resident's conduct.

21. SMOKE and CO DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection device(s) as may be required by law, and: (a) Resident acknowledges the device(s) were tested and their operation explained by management, in the presence of Resident, at the time of initial occupancy, and the device(s) in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the device(s) are operating properly, and immediately inform the Owner, in writing, of any malfunction.

22. TERMINATION / HOLDING OVER. If this Agreement is a periodic tenancy, either party may terminate the tenancy by the service of at least 30 days written notice if the tenancy of any occupant is less than one year, or by the service of at least 60 days written notice if the tenancy of all occupants is one year or longer at the time of service, or such other notice as required by law. **If this Agreement is a Fixed Term Lease, it shall continue as a periodic tenancy upon the expiration date of the Fixed Term Lease, unless a party has provided written notice of their intent not to renew.** In the absence of any written communication between the parties, the residency shall continue on a periodic tenancy basis, including any changes, i.e. rent adjustments, having been made by Owner with proper written notice.

23. DEFAULT. In the event of a default by Resident, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC 1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.

24. ATTORNEYS' FEES. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorney fees, whether or not the action proceeds to

judgment. The parties hereby agree that any attorney's fees to be awarded in any single action shall not exceed \$500.00 to the prevailing party, or as specifically authorized by statute. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. In addition, in the event Resident defaults, Owner shall be entitled to attorney fees, costs and expenses incurred in the preparation and service of notices of default and for attorney consultations therewith, whether or not a legal action is subsequently commenced in connection with such default. The parties agree \$200.00 is a reasonable minimum per occurrence for such services and consultation.

25. NOTICE: Pursuant to Section 290.46 of the Penal Code, 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.

26. MUTUAL AGREEMENT TO MEDIATE AND TO ARBITRATE CLAIMS. All claims, except as provided herein, between Resident and Owner arising from, or relating to the use of the leased premises, or arising from the condition of the premises or of the common areas, or any event thereon, shall be submitted to a mutually agreed upon mediator for resolution. If efforts at informal mediation are unsuccessful in resolving any dispute, then such dispute shall be resolved through binding arbitration pursuant to the Rules of Arbitration found in California Code of Civil Procedure. The arbitration shall be held in the County in which the subject premises are located, before a single neutral arbitrator agreed upon by the parties pursuant to California Code of Civil Procedure. Any party may conduct discovery as allowed by the California Code of Civil Procedure, or as agreed upon by the parties. Attorney fees may be awarded to the prevailing party, at the discretion of the arbitrator. Such fees, if awarded, shall not exceed \$500.00 except as specifically authorized by statute. The decision of the arbitrator shall be final. The parties waive any right to appeal and judgment may be entered on the arbitration award in accordance with California Code of Civil Procedure. This provision shall not affect, nor apply to, any circumstance or event in which the resident is in default, or in breach of the Rental Agreement, which would give rise to the filing of an unlawful detainer action or the filing of a small claims action under the laws of the State of California. All such actions for unlawful detainer and small claims are specifically excluded from this provision.

27. GENERAL. Any and all monetary obligations pursuant to this Agreement, except the security deposit shall be deemed rent or additional rent. Each and every term, covenant and condition set forth in this Agreement to Rent or Lease shall be deemed to be a condition of Resident's tenancy at the rental premises. No oral agreements have been entered into, and this Agreement to Rent or Lease shall not be modified unless such modification is in writing. The terms of a periodic tenancy may be modified by Owner by service of a 30-day written notice. The breach of any of the terms, covenants or conditions in this Agreement to Rent or Lease shall be deemed to be a material breach of this Agreement to Rent or Lease, and shall give Owner all rights of termination. Waiver of any default or breach of any term, covenant or condition in this Agreement to Rent or Lease shall not constitute a waiver of subsequent breaches. Should any provision of this Agreement to Rent or Lease be declared or determined by any court to be illegal or invalid, the validity of the remaining parts of this Agreement to Rent or Lease shall not be affected thereby, and the remainder of this Agreement to Rent or Lease shall remain valid and enforceable. This Agreement to Rent or Lease shall be binding upon the heirs, administrators, successors and assignees of all parties hereto. Time is of the essence in performance of this Agreement to Rent or Lease concerning each and every provision stated herein.

By signing this Agreement, the parties hereto indicate that they have read and understand this entire Agreement and agree to all of the terms, covenants and conditions stated herein. The parties hereby agree that the terms of this rental agreement are reasonable and effectuate the intent and purpose of the parties. No representation or recommendation is made by the provider of this form as to the legal sufficiency, legal effect or tax consequences of this agreement. The parties are urged to consult counsel of their choosing, and any appropriate consultant to review and investigate the condition of the premises. Resident acknowledges receipt of a copy of this Agreement with all addenda. If this agreement is for a fixed term, paragraph 22 herein provides that the term shall automatically continue on a month to month basis absent notice to the contrary.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Owner/Agent</i>	<i>address</i>	

