Residential Lease or
Month-to-Month Rental Agreement

This rental agreement and/or lease is made and entered into on this date _____, 2002

between _____ ("Landlord") and

_____ ("Tenant(s)")

1) **PROPERTY:**
Subject to the terms and conditions below, Owner rents to Tenant(s)s, and Tenant(s)s rent from Owner, for residential purposes only, the premises located at: _____

Unit #_____ in the city of _____ , California.

2) **TERM OF TENANCY:**
The term of the rental shall begin on (date) _____, 2002 **(Check A or B)**

☐ **A: Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at lease 30 days prior to the intended termination date. Such notice may be given on any date.

☐ **B: Lease:** and shall terminate on (date) _____ at (time) _____ am or pm.

Any holding over after the term of this agreement expires, with landlords consent, shall create a month-to-month tenancy. Rent shall be at a rate equal to the rent of the immediately preceding month, unless otherwise notified by landlord, payable in advance.

3) **AMOUNT AND SCHEDULE FOR THE PAYMENT OF RENT:**
Tenant(s) agrees to pay rent at the rate of $_____per month for the term of the agreement. Rent is payable in advance on the first day of each month, except when the first falls on a weekend or legal holiday, in which case rent is due on the next business day.

Rent shall be paid to (name) _____ at (address) _____

in the city of_____, California, _____ (zip code)

4) **LATE FEES AND RETURNED CHECK FEES:**
If the Tenant(s)s fail to pay the rent in full within 5 or (☐ 3 days) after it is due, Tenant(s)s shall pay Owner a late charge of $_____.

In the event any check offered to Owner in payment or any other amount due under this agreement is returned for lack of sufficient funds, Tenant(s)s shall pay to Owner a returned check charge in the amount of $_____.

5) **SECURITY DEPOSIT:**
Tenant(s) agrees to pay to Owner $_____ as a security deposit. All or any portion of the security deposit may be used to compensate Owner for a) Tenant(s) default in payment of rent, b) repair of damages to the premises, c) cleaning of the premises, if necessary, upon termination of the lease. Tenant(s), or any of them, may not, without Owner's prior written consent, apply this security deposit to rent or any other sum due under this agreement.

6) **PARKING: (Check A or B)**

☐ **A.** Parking is permitted as follows: _____

The right to park ☐ is, ☐ is not, included in the rent. If parking is not included in the rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-ups or SUVs). Tenant(s) shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parking on the premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the premises.

OR

☐ **B.** Parking is not permitted on the premises.

7) **UTILITIES:**
Tenant(s) shall be responsible for payment of all utility charges except for the following, which shall be paid by the Owner,

_____

8) **LIMITS ON USE AND OCCUPANCY:**
The premises are to be used as a private residence for Tenant(s) listed in the agreement, a total of _____ occupants, and for no other purpose without Owner's prior written consent. Guests may stay up to ten (or ☐ ____ days) in any six-month period if Tenant(s) notify Owner or Owner's representative by the third day of visiting. Occupancy by guests for more than the above stated number of days is prohibited without Owner's written consent and shall be considered a breach of this agreement

Residential Lease or
Month-to-Month Rental Agreement

9) PROHIBITION OF ASSIGNMENT AND SUBLETTING:
Tenant(s) shall not sublet any part of the premises or assign the agreement without the prior written consent of the Owner.

10) CONDITION OF THE PREMISES:
Tenant(s) acknowledge that they have examined the premises, including, appliances, fixtures, furnishing, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by Owner are clean, and in good, satisfactory condition except as may be indicated elsewhere in this agreement. Tenant(s) agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Tenant(s), his or her guests and/or invitees, except as provided by law. At the termination of this agreement, all of the above enumerated items in this provision shall be returned to the Owner in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to the Owner. It is agreed that all dirt, holes, tears, burns and stains of any size or amount in the carpets, drapes, walls or fixtures and/or any other part of the premises, do not constitute reasonable wear and tear.

11) MAINTENANCE AND ALTERATIONS:
Tenant(s) shall not paint, wallpaper, alter or redecorate, change or install locks, install antennae or other equipment, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the prior written consent of the Owner except as may be provided by law. Repair of damage or plumbing stoppage caused by Tenant(s)' negligence or misuse will b paid for by the Tenant(s).

12) POSSESSION OF PREMISES:
The failure of the Tenant(s) to take possession of the premises shall not relieve them of their obligation to pay rent. In the event the Owner is unable to deliver possession of the premises to Tenant(s) for any reason not within the Owner's control, including, but not limited to; failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, Owner shall not be liable to Tenant(s), except for the return of all sums previously paid by Tenant(s) to Owner, in the event Tenant(s) choose to terminate this agreement because of Owner's inability to deliver possession of the premises.

13) PETS:
No animal or other pet shall be kept on the premises without the Owner's prior written consent, except properly trained dogs needed by the blind, deaf or disabled persons and, as outlined in the attached pet deposit agreement, if any, and:
☐ other: (pets) _____ are allowed

under the following conditions: _____

14) OWNER'S ACCESS FOR INSPECTION OR EMERGENCY:
Owner or Owner's agents may enter the premises in the event of an emergency, or to make repairs or improvements, supply agreed services, or exhibit the premises to prospective purchasers or tenants. Except in the case of an emergency, Owner shall give Tenant(s) 24 hours advance notice (written or oral) of intent to enter.

15) PROHIBITION AGAINST VIOLATING LAWS AND CAUSING DISTURBANCES:
Tenant(s) shall be entitled to quiet enjoyment of the premises. Tenant(s) shall not use the premises 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, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident.

16) TENANT RULES AND REGULATIONS:
Tenant(s) shall comply with all house, pool, pet and laundry rules, which may be changed at any time. These rules shall apply to, but are not limited to, disposal of trash, pets, parking, use of common areas, noise and storage of toys, bicycles and other personal items.

17) INSURANCE
Tenant(s) acknowledge that Owner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others and/or any other causes, nor shall Owner be held liable for such losses. Tenant(s) are advised to purchase their own insurance (Renter's Insurance) to cover any such losses.

18) DAMAGE TO PREMISES
If, by no fault of Tenant(s), premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render premises uninhabitable, either Owner or Tenant(s) may terminate agreement by giving the other written notice.

19) WATERBEDS
No waterbed or other water-filled furniture shall be kept on the premises without the prior written consent of the Owner.

Residential Lease or
Month-to-Month Rental Agreement

20) PAYMENT OF ATTORNEY'S FEES
In any action or legal proceeding brought by either party to enforce any part of this agreement, the prevailing party shall recover reasonable attorney fees and court costs.

21) NOTICES
In addition to the Owner, any person signing this agreement on the Owner's behalf is authorized to manage the premises, and is authorized to act for and on behalf of Owner for the purposes receiving all notices and demands.

22) ADDITIONAL PROVISIONS
Cross through with a large X if none.

_____

_____

_____

_____

23) PARTIAL INVALIDITY
If any part of this agreement is in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this agreement nor shall it affect the validity or enforceability of any other part of this agreement.

24) JOINT AND INDIVIDUAL OBLIGATIONS
If there is more than one Tenant, each one shall be individually and completely responsible for fulfilling the obligations of the Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

25) ENTIRE AGREEMENT
This document constitutes the entire agreement between the parties, and no promises or representations, other than those contained here and those implied in the law, have been made by Owner and Tenant(s).

26) RECEIPT OF AGREEMENT
The undersigned Tenant(s) have read and understand this agreement and hereby acknowledge receipt of a copy of this "Residential Lease or Month-to-Month Rental Agreement."

Owner/ Agent	**Date**	**Tenant**	**Date**
Owner/ Agent	**Date**	**Tenant**	**Date**
		Tenant	**Date**