



# RESIDENTIAL LEASE AGREEMENT

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
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 ft Form 273]
    - Credit Application [See ft Form 302]
    - Condition of Premises Addendum [See ft Form 560]
    - Condition/Inventory of Furnishings Addendum [See ft Form 561]
    - Option to Renew/Extend Lease [See ft Form 565]
    - Lead-Based Paint Disclosure [See ft Form 557]
    - \_\_\_\_\_

**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 If 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 If 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 If 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 if 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 **ft** Form 561]

5.8 Landlord to make any necessary repairs as soon as possible after notification by Tenant. If 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 to promptly notify Landlord of unabated moisture buildup in the premises for prevention of mold contamination.

b. 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 **ft** Form 563],  Waterbed Addendum. [See **ft** 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 To temporarily vacate the premises if required for necessary fumigation or other maintenance. Tenant is entitled to a per diem credit for each day the property is vacated due to maintenance.

6.15 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 If 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.
- 7.3 Landlord to maintain the premises and common areas in a safe and sanitary condition and comply with all applicable ordinances and regulations.
- 7.4 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.
- 7.5 In any action to enforce this agreement, the prevailing party will receive attorney fees.
- 7.6 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.
- 7.7  See attached addendum for additional terms and conditions. [See **ft** Form 250]
- 7.8 If lease exceeds one year, Tenant and Landlord acknowledge receipt of the Agency Law Disclosure. [See **ft** Form 305]

**8. DESTRUCTION:**

- 8.1 If the premises are totally or partially destroyed and uninhabitable, either Landlord or Tenant may terminate the lease upon written notice.
  - a. If 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I agree to let on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's CalBRE #: \_\_\_\_\_

Is the agent of:  Landlord exclusively.  
 Both Landlord and Tenant.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to occupy on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's CalBRE #: \_\_\_\_\_

Is the agent of:  Tenant exclusively.  
 Both Landlord and Tenant.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_