

# Agreement To Rent Or Lease

This Agreement is made and entered into between \_\_\_\_\_, hereinafter  
"Owner" and (names of all Residents and names and ages of children to reside on the premises):

Resident \_\_\_\_\_ (Age) \_\_\_\_\_ Resident \_\_\_\_\_ (Age) \_\_\_\_\_

Resident \_\_\_\_\_ (Age) \_\_\_\_\_ Resident \_\_\_\_\_ (Age) \_\_\_\_\_

Resident \_\_\_\_\_ (Age) \_\_\_\_\_ Resident \_\_\_\_\_ (Age) \_\_\_\_\_

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 known as:

\_\_\_\_\_ Unit # \_\_\_\_\_ (if applicable)

in the City of \_\_\_\_\_, 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 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 rent of \$\_\_\_\_\_, in advance on or before the \_\_\_\_\_ 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 cashier's check or money order only. The rent for the partial month's prior 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 for 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 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 meet Owner's re-rental standards, as provided by law. 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 \_\_\_\_\_.

**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 \_\_\_\_\_ child/children and by no other persons and for no other reason. Guest may not stay more than 14 consecutive days in any six month period without the prior written consent of Owner.

**6. LATE CHARGE / RETURNED CHECKS.** Resident acknowledges that Owner will incur certain administrative cost in connection with late Rental payment, and that the amount of such administrative cost 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. 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 \$25 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 personal check in the event of a returned check.

**7. ACCEPTANCE OF PREMISES.** Resident has inspected the premises, furnishing and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

**8. POSSESSION OF PREMISES.** In the event Owner is unable to deliver possession of the premises to Resident for any reason not within Owner's control, 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 in the event Resident chooses to terminate this Rental Agreement.

**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, and 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 hereunder as long as any one of the Residents remain in possession of the premises. 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 other Resident, no right to have another person substituted in their stead shall exist.

**13. CARE AND MAINTENANCE.** Resident agrees to keep the premises clean, in good order and repair, and free of trash, mold, mildew and unsightly material and to immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner's prior written consent, which may require that only a licensed and bonded contractor perform such work.

**14. RIGHT OF ENTRY.** Owner or Owner's agents shall have 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, insured for public liability/ property damage, operable, and currently register.

**16. SUBLEASING / ASSIGNMENT.** Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of Owner. Any such action, without prior written consent, is void.

**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.

**18. LIABILITY / DAMAGE RESPONSIBILITY.** Resident agrees to hold Owner harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guest or invitees, or occurring on the premises rented for Resident's exclusive use. **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 or breaking pipes, or theft, or other cause beyond the reasonable control of Owner.** This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, Owner shall have the option either to (1) repair such damage, this Agreement

continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Owner shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence. **Resident is encouraged to carry a standard renter's policy** or as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Owner.

**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. 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 restore the premises to **Owner's standards for new occupancy**. The costs incurred by Owner for such services shall be deducted from Resident's security deposit. If Owner is required to perform a pre-move out inspection, or any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such inspection repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Residents 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 any of 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. A copy of these documents (if applicable) are made a part of this agreement. Residents shall comply with any valid order of the Association and shall pay to Owner any charge assessed by reason of Resident's breach.

**21. SMOKE DETECTION DEVICE.** The premises are equipped with a smoke detection device(s), and: (a) Resident acknowledges the smoke detector(s) was tested and its operation explained by management, in the presence of Resident, at time of initial occupancy, and the detector(s) in the unit was working properly at the time, (b) Resident shall test the smoke detector at least once a week to determine if the smoke detector(s) is 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 is less than one year, or by the service by either party of at least 60 days written notice if the tenancy is one year or longer at the time of service of the notice. If this Agreement is a Fixed Term Lease, it shall automatically convert to a periodic tenancy upon the expiration date of the Fixed Term Lease. 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 CC1785.26 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.

**24. ARBITRATION OF DISPUTES. ANY DISPUTE BETWEEN THE PARTIES ARISING FROM OR RELATING TO A CLAIM FOR PERSONAL INJURY, WHICH IS DIRECTLY OR INDIRECTLY RELATED TO, OR ARISING FROM A CONDITION OF THE LEASED PREMISES OR THE COMMON AREAS, OR ANY EVENT THEREON, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION.** Any such arbitration shall be held and conducted in the county in which the premises are located before three arbitrators, who shall be selected as follows: The claimant and respondent shall each select one arbitrator. The two selected arbitrators will then select a third arbitrator, and the three arbitrators shall constitute the panel. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: (a) Any demand for arbitration shall be made in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would have been barred by the applicable statute of limitations. (b) The arbitrators' jurisdiction extends to all punitive damages claims and call actions. (c) Each party shall bear their own respective fees and cost relative to the arbitration process, and attorneys' fees, if awarded shall not exceed \$500.00. (d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process must be advanced prior to the selection of the arbitration panel and shall be borne equally by all parties. (e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law.

This provision shall not affect nor apply to any circumstance or event in which the Resident is in breach or default of any term of the tenancy agreement, including but not limited to those circumstances which would give rise to a cause of action for Unlawful Detainer under the laws of the State of California. Said actions for unlawful detainer are specifically excluded from this provision.

**25. ATTORNEYS' FEES / WAIVER OF JURY TRIAL.** 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 attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed \$500 to the prevailing party in any action or proceeding. 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. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

**26.** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**27. GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. The terms of a periodic tenancy may be modified by the Owner by the service of a 30 day written notice. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Any and all monetary obligations pursuant to this contract, including but not limited to the reasonable cost of conducting a pre-move out inspection, shall be deemed rent or additional rent.

**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. Resident acknowledges receipt of a copy of this agreement with all addenda.**

_____	_____	_____	_____
<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 for Owner</i>	_____	_____
		_____	_____
		_____	_____