

Rental Agreement (Month to Month)

This Agreement is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ "Owner/Agent", whose address and phone number are \_\_\_\_\_, and \_\_\_\_\_, "Resident".

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT: Subject to the terms and conditions of this agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

The premises located at: \_\_\_\_\_ Unit # (if applicable) \_\_\_\_\_ CA, \_\_\_\_\_

On a Month to Month term.

2. RENT: Rent is due in advance on the \_\_\_\_\_ day of each and every month, at \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_, payable at \_\_\_\_\_. Payments made in person may be delivered to Owner/Agent between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week: \_\_\_\_\_ Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday \_\_\_\_\_ Thursday \_\_\_\_\_ Friday \_\_\_\_\_ Saturday \_\_\_\_\_ Sunday Other \_\_\_\_\_

Acceptable methods of payment:

Personal Check  Cashiers Check  Money Order, Cash is not accepted for safety reasons.

If rent is paid after the \_\_\_\_\_ of the month, there will be a late charge of \$ \_\_\_\_\_ assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. If resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ \_\_\_\_\_,

1. Security Deposit: Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ \_\_\_\_\_. Prior to taking possession of the unit or no later than \_\_\_\_\_. Resident shall not use security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Residents defaults including, but not limited to, the following.  
(a) Defaults in the payment of rent.  
(b) To repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or  
(c) To clean premises, if necessary upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or  
(d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.  
No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to resident.

2. UTILITIES: Resident shall pay for all utilities, service charges, if any, made payable by or predicated upon occupancy of Resident, except \_\_\_\_\_

3. CASH PAYMENT: The Owner/Agent will not accept Cash Payments for rent and/or deposit. If the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. Owner/ Agent may demand or require payment in the form of certified funds(cashiers checks and/or money orders only)

4. TERMINATION: Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a Written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that " if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon Resident of a written 30-day notice. Any holding over

thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30

5. OCCUPANTS: Premises shall be occupied only by the following named Person(s):

Name	Birthdate	Name	Birthdate

6. PROHIBITIONS: Without Owner/Agent’s prior written permission as an addendum to this agreement, no pets, no waterbeds or \_\_\_\_\_ shall be kept or allowed in or about the premises.

7. QUIET ENJOYMENT: Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest, or interfere with any other Resident or Neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

8. REPAIRS AND ALTERATIONS: Except as provided by law, No repairs, Lock change, decorating or alterations shall be done by Resident without Owners/Agents prior WRITTEN consent. Resident shall notify Owner/Agent in WRITING of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable and telephone inside wiring ( such as may occur when changing telecommunications providers or adding phone lines. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

9. 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.

10. CARE, CLEANING, MAINTENANCE AND INSURANCE: Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Resident shall keep the premises and furniture/Appliances, and fixtures, which are rented for Residents exclusive use, in good order and condition. Resident agrees to repair/replace all damage cause by resident and or resident’s guest within 24 hours. This includes broken windows, broken door jambs and plumbing back-ups caused by resident and/or guest. Resident \_\_ is \_\_ is not responsible for upkeep of entry area, yard and landscaping. Resident’s property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Rental Agreement.

11. WAIVER OF BREACH: The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provision herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

12. JOINT AND SEVERAL LIABILITY: The undersigned Resident(s) whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, And shall indemnify Owner/Agent for liability arising prior to termination of the Rental Agreement, for personal injuries or property damage caused or permitted by Resident’s, their guest and invitees. This does not waive Owner/Agent’s duty of care to prevent personal injury or property damage where the duty is imposed by law.

13. ENTRY: California law allows Owner/Agent or his Employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to entry of the dwelling unit whenever required by law. (Civil Code Section 1954.) Resident’s non-compliance with Owner/Agent’s lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

14. SUBLETTING AND ASSIGNMENT: No portion of the premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of the Owner/Agent, be an irremediable breach of this agreement and cause for immediate termination as provided herein by law.

15. SALE OF PROPERTY: In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a “Resident’s Certificate of Terms-Estoppel Certification”, or other similar Estoppel Certification form, Resident agrees to execute and deliver certificate acknowledging that this agreement is unmodified and in full force and effect, or in full force

and effect as modified with the consent of Owner/Agent, and stating the modifications, within (10) ten days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by lender or purchaser.

16. SMOKE DETECTOR DEVICE: The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

17. 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](http://www.meganslaw.ca.gov). Depending on a offenders 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

18. ADDENDA: By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this agreement.

<input type="checkbox"/> Resident Addendum	<input type="checkbox"/> Smoke Detector	<input type="checkbox"/> C C & R's
<input type="checkbox"/> Move-in/Move-out	<input type="checkbox"/> Pet Agreement	<input type="checkbox"/> Drug Free Housing
<input type="checkbox"/> Pest Control Notice	<input type="checkbox"/> Asbestos	<input type="checkbox"/> Proposition 65
<input type="checkbox"/> Satellite	<input type="checkbox"/> Lead Disclosure	<input type="checkbox"/> Insurance Facts
<input type="checkbox"/> Pool Rules	<input type="checkbox"/> Mold Notification	<input type="checkbox"/> Parking Permits

19. ENTIRE AGREEMENT; This agreement, which includes all attachments referred to above, constitutes the entire agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/ Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

20. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent ( including collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the agreement and thereafter.

21. ATTORNEY 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 attorney's fees and court costs, unless one of the following is checked.

Prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ \_\_\_\_\_, plus court cost or

Each party shall be responsible for their own attorneys' fees and court cost

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

_____	_____	_____	_____
Date	Resident	Date	Resident
_____	_____	_____	_____
Date	Resident	Date	Resident
_____	_____		
Date	Owner/Agent		