



# RESIDENTIAL RENTAL AGREEMENT

Month-to-Month

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

Phone \_\_\_\_\_  
Email \_\_\_\_\_

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:

☐ Condition of Premises Addendum [See **ft** Form 560]

☐ Credit Application — Individual [See **ft** Form 302]

☐ Condition of Furnishings Addendum [See **ft** Form 561]

☐ Rent control disclosures

☐ Brokerage Fee Addendum [See **ft** Form 273]

☐ House/Building rules

## 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 his 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 rental will begin on \_\_\_\_\_, 20\_\_\_\_, and continue on a month-to-month basis.

3.2 Tenant may terminate this agreement on 30 days' written notice. Landlord may terminate this agreement on 30 days' written notice if Tenant occupied the property for less than one year, or 60 days' written notice if Tenant occupied the property for one year or more. [See **ft** Forms 569-1, 571, and 572]

### 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)

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 12% 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 agreement terminate.

5.3 Tenant may terminate this agreement if Landlord fails to deliver possession within five days of commencement.

5.4 Only the above-named Tenant(s) are to occupy the premises.

5.5 Tenant will not assign this 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 Except as noted in an addendum, Tenant agrees the premises, fixtures, appliances and furnishings are in satisfactory and sanitary condition. [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 and sanitary and to properly dispose of all garbage and waste.  
☐ Yard maintenance included.

6.4 To properly operate all electrical, gas and plumbing fixtures and pipes, and keep them clean and sanitary.

6.5 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.

6.6 Not to disturb, annoy, endanger or interfere with other occupants of the building or neighboring buildings.

6.7 Not to use the premises for any unlawful purpose, violate any government ordinance, or create a nuisance.

6.8 Not to destroy, damage or remove any part of the premises, equipment or fixtures or commit waste, or permit any person to do so.

- 6.9 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]
- 6.10 Not to make any repairs, alterations or additions to the premises without Landlord's written consent.
  - a. Any repairs or alterations shall become part of the premises.
- 6.11 Not to change or add a lock without written consent.
- 6.12 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 Landlord to maintain the premises and common areas in a safe and sanitary condition and comply with all applicable ordinances and regulations.
- 7.3 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.
- 7.4 In any action to enforce this agreement, the prevailing party shall receive attorney fees.
- 7.5 **Notice:** Pursuant to Penal Code Calif. §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](http://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.
- 7.6 ☐ See attached addendum for additional terms. [See **ft** Form 250]
- 7.7 ☐ See attached Agency Law Disclosure — Real Estate Agency Relationships. [See **ft** Form 305]

8. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_  
 Landlord: \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_  
 Tenant: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Tenant: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_