



## SAMPLE RESIDENTIAL LEASE

This rental agreement, hereinafter the (“Lease”), is entered into by and between the ABC Inc, a California corporation, hereinafter referred to as (“Landlord”) and \_\_\_\_\_, an individual, (“Tenant”). Landlord and Tenant may be individually referred to as “Party” or collectively referred to as “Parties” within this Lease.

Conditions Precedent: This Agreement shall not take effect, and Landlord shall have no obligation whatsoever, until Tenant returns a signed copy of this Lease and pays the Move-In Costs (defined below) called for in Paragraph VIII of this Agreement.

- I. Premises: Landlord shall rent to Tenant and Tenant shall rent from Landlord, the real property and improvements described as \_\_\_\_\_ (the “Premises”).
- II. Exclusive Use. The Premises are for the sole use as a personal residence by the Tenant only. Tenant shall not use the Premises for commercial, industrial, or any other type of use unless expressly authorized by Landlord in writing. Any and all personal property included by Landlord within the Premises shall be listed here:  
\_\_\_\_\_  
 (“Personal Property”). If any personal property is not listed, it shall not be considered included within the Premises.
- III. Rent Control. Tenant expressly understands that the Premises is not and shall not be subject to any rent control ordinance. Tenant expressly waives any and all claims that it may have to enable the Premises to be subject to any applicable rent control ordinance.
- IV. Additional Word Requested. The Lease term begins on (date) \_\_\_\_\_ (“Commencement Date”) and shall terminate on \_\_\_\_\_ (date) at \_\_\_\_\_ (time) (“Termination Date”). Tenant shall vacate the Premises on or before the Termination Date of the Lease, unless, (i) the Parties extend this Agreement in writing (ii) California law mandates such an extension or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created, at which point Rent shall be whatever has been agreed upon by the Parties. All other terms and conditions of this Agreement shall remain in full force and effect.
- V. Rent. “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of the Lease, except any monies placed towards the Security Deposit (defined below). Tenant agrees to pay \_\_\_\_\_ per month for the term of the Lease. (“Rent”) Rent shall be payable in advance of the 1<sup>st</sup> of each calendar month, and shall be delinquent on the next day. If the Commencement Date falls on any day other than the day Rent is payable under this Lease, and Tenant has paid one full month’s Rent in advance of the Commencement Date, Rent for the second Calendar month shall be prorated based on a thirty (30) day period.  
Payment. Rent shall be paid by either: personal check, money order, casheir’s checks, or postdated checks and shall be made to: \_\_\_\_\_ at \_\_\_\_\_ at any other location subsequently specified by Landlord in writing to Tenant. Rent may be