

MONTH-TO-MONTH RENTAL AGREEMENT

THIS RENTAL AGREEMENT is entered into at _____

this _____ day of _____, 20_____, between _____

as Landlord, and _____

as Tenant(s), as follows:

1. Landlord rents to Tenant and Tenant hires from Landlord, on a month-to-month basis for use as a residence, commencing _____, those premises described as _____

Apartment _____, California, together with _____ parking spaces. Landlord reserves the right to change the assigned parking space, or spaces, to a like number of other parking spaces at any time during the tenancy upon seven (7) days' notice, in the absolute discretion of Landlord. Unless otherwise restricted by a rent control or stabilization ordinance, and except for a termination based upon a breach by Tenant of a term of this Rental Agreement, which may permit a shorter termination notice, either party may terminate the tenancy at any time upon thirty (30) days' written notice to the other.

2. Tenant shall pay to the Landlord as rent for the premises the sum of \$ _____ per month, payable in advance, on the _____ day of each month, commencing _____, 20_____. The rent shall be paid to Landlord at the office of the Manager of the building, or at such other address designated from time to time by the Landlord in writing. Rent shall be paid by check or money order and **not by cash**, and shall be payable to _____

Under no circumstances shall the manager of the building have the right to grant any reductions or downward adjustments of rent. Should any reductions of rent be granted, they may only be granted in writing signed by the Owner of the premises and not by an agent or representative of the Owner.

3. Upon execution of this Rental Agreement, Tenant shall pay to Landlord the sum of \$ _____ of which \$ _____ shall be applied by Landlord as _____ day's rent and the balance of \$ _____ shall be a security deposit. Landlord may, in Landlord's sole and absolute discretion, use therefrom such amounts as are reasonably necessary to remedy Tenant's default, if any, in the payment of rent, late charges, charges for checks not honored; and, further, to repair damages caused by Tenant, normal wear and tear excepted, and to clean the premises upon termination of the tenancy. If all or any portion of said sum is used toward rent, late charges, check charges or damages during the term of the tenancy, Tenant agrees to reinstate said total of security deposit, upon three (3) days' written notice served on Tenant. Upon termination of this tenancy, the balance, if any, of the security deposit, together with a written itemized accounting as to the use of the remaining portion, shall be mailed to Tenant at Tenant's last known address within twenty-one (21) days of surrender of the premises.

4. Tenant agrees to pay all utilities and services upon occupancy of the premises except for _____, which shall be paid by Landlord.

5. Tenant has examined the premises and finds that the premises are in a satisfactory, habitable and rentable condition. Tenant accepts the same as being clean, in good order, condition, and repair. Except as to any condition which makes the premises untenantable, Tenant hereby waives all rights to make repairs, at the expense of Landlord, as provided in California Civil Code Sections 1941 and 1942.

6. The premises are rented for use as a residence by the Tenant and by no other person except _____, who may also reside in the premises. If any persons reside in the premises, with or without the Landlord's consent, the monthly rent shall increase by the rate of **\$100 per month** for each such extra person. Landlord shall have the right to terminate this Lease if any person resides in the premises without Landlord's consent, in addition to Landlord collecting such additional rent. No bird or pet shall be kept on or about the premises without Landlord's prior written consent. No waterbeds or liquid-filled furniture shall be allowed in or about the premises without Landlord's prior written consent.

7. Tenant shall not let or sublet all or part of the premises, nor assign this Rental Agreement or any interest in it, nor allow any additional persons to reside in the premises.

8. Tenant shall not disturb, annoy, endanger or interfere with other tenants of the building or neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

9. Tenant agrees to comply with all reasonable rules or regulations posted on the premises or delivered to Tenant by Landlord.

10. Tenant shall submit in writing all maintenance requests, if any, to the Manager. Tenant shall keep and maintain premises and appliances, if any, and fixtures which are rented for his exclusive use in good order, condition and repair, and shall further pay for any repairs to the property caused by Tenant's negligence or misuse, or the negligence or misuse of Tenant's guests or invitees. Tenant's personal property shall not be insured by Landlord, and Tenant shall be fully responsible for same. Tenant agrees to surrender the premises at the termination of the tenancy in good order, condition, and repair, ordinary wear and tear excepted. In the event that Landlord makes available to Tenant the use of a refrigerator, the parties agree that the use of said refrigerator is not part of the consideration provided by Landlord to Tenant under this Rental Agreement, but that said refrigerator is provided merely as a courtesy to Tenant. Landlord shall have no obligation to maintain or repair same, no obligation to replace it if it does not function properly, and no liability for any damages in the event the refrigerator fails to work properly.

11. Tenant agrees that neither Landlord nor Landlord's agents or representatives shall be responsible for any physical or emotional injuries, bodily damage or for the loss, theft, or damage to any personal property of Tenant on the premises, in the parking areas, garages, storage areas, or elsewhere. Tenant acknowledges that security gates to the garage and to the building, if installed on the premises, may not be operating at times due to factors such as malfunction, breakage, misuse by tenants or their guests, delays in getting replacement parts, criminal conduct, or being intentionally or unintentionally left open. Tenant agrees to take appropriate steps to safeguard Tenant's own property, and shall hold Landlord and Landlord's agents and representatives free and harmless from any and all claims of loss or damage to personal property and vehicles of Tenant and Tenant's guests. Landlord recommends that Tenant purchase tenant insurance to cover any losses which may occur.

12. Tenant hereby acknowledges that the roof and exterior walls of the building in which the apartment is located are not part of the premises rented to Tenant. Tenant shall not under any circumstances go onto the roof, and shall not install or cause to be installed by any person or entity, any television reception device, communications device, antenna, satellite dish or other such item on the roof or exterior walls of the building.

13. Tenant shall not paint, wallpaper, hang ceiling lamps, nor make alterations, additions, or improvements to the property without Landlord's prior written consent. Any said improvements, alterations and additions shall remain upon the property and be surrendered to Landlord on termination of the tenancy. In the event that Tenant shall change the lock on the premises or install additional locks, then Tenant shall immediately provide Landlord with a duplicate key to each such lock.

14. Upon not less than twenty-four (24) hours' advance notice, Tenant shall make the demised premises available during normal business hours to Landlord or his authorized agent or representative, for the purpose of entering: (a) to make necessary agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services; and (b) to show the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. In an emergency, Landlord, his agent or authorized representative may enter the premises at any time without securing prior permission from Tenant for the purpose of making corrections or repairs to alleviate such emergency. During the last thirty (30) days of this tenancy, Landlord shall have the right, during normal business hours, and without prior notice to Tenant, to show the premises to prospective tenants.

15. In the event that rent is not paid when due, and if rent is still unpaid within three (3) days after the date upon which it is due, then a late charge of TEN PERCENT of the amount due shall also become due from Tenant to Landlord as rent hereunder, and Landlord shall have the right to apply the next sums received from Tenant against said late charge. In the event that any check tendered by Tenant to Landlord hereunder is not honored by the bank upon which it is drawn, for any reason, then in addition to the ten percent late fee, an additional charge of \$25.00 shall be due from Tenant to Landlord as a reasonable estimate of the cost to Landlord of handling said item

16. If legal action or proceeding be brought by either party to enforce any part of this Rental Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

17. Tenant understands that the security deposit may not be used as the last month's rent.

18. Tenant agrees to give Landlord a 30-day written notice prior to moveout at the termination of this Rental Agreement.

19. Tenant shall park only in spaces assigned to him. Tenant shall not use parking spaces for storage or parking of vehicles in non-driveable condition. The owner reserves the right for cleaning the parking spaces and towing away non-driveable and / or improperly parked vehicles at tenant's expense.

20. Time is of the essence. The waiver by Landlord or Tenant of any breach shall not be construed to be a continuing waiver of any subsequent breach.

21. This Rental Agreement constitutes the entire agreement between the parties. There are no representations not expressed herein.

22. Each and all provisions hereby shall be binding upon and inure to the benefit of the heirs; executors, administrators, successors or assigns of Landlord, and the heirs, executors, administrators of Tenant.

23. Registered Sex Offenders Notice: 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 database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is 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.

24. By executing this Rental Agreement, Tenant acknowledges that the Landlord has disclosed that the apartment building in which the rented apartment is a part, contains or because of the age of the building, is likely to contain asbestos-containing materials (ACMs). Therefore, if Tenant undertakes any alterations, additions or improvements to the premises, if allowed under this Rental Agreement, and then only with the prior written consent of Landlord, Tenant shall undertake the alterations, additions or improvements in a manner that avoids disturbing any ACMs present in the building. If ACMs are likely to be disturbed in the course of the alterations, then Landlord shall be notified in advance, and Landlord may refuse to authorize or revoke authorization for such alterations. As a condition to authorizing such alterations, Landlord may require that Tenant encapsulate or remove such ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Environmental Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7.

25. The undersigned Tenant acknowledges having read the foregoing prior to execution and acknowledges receipt of a copy hereof.

Additional Remarks: _____

BY: _____
TENANT

BY: _____
TENANT

BY: _____
LANDLORD