

STANDARD MONTH-TO-MONTH RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between _____ hereinafter called Landlord, and

| | | |
|-----------|------------|------------------------|
| _____ | _____ | ____/____/____ |
| Full Name | Birth Date | Social Security Number |
| _____ | _____ | ____/____/____ |
| Full Name | Birth Date | Social Security Number |
| _____ | _____ | ____/____/____ |
| Full Name | Birth Date | Social Security Number |
| _____ | _____ | ____/____/____ |
| Full Name | Birth Date | Social Security Number |

hereinafter called Resident(s), witnesseth: hereby rents from Landlord, those certain premises located at: _____, in the City of _____

_____, Address _____ Unit# _____
California, including _____ (garage, parking space, etc.).

NO ADDITIONAL PERSON SHALL OCCUPY SAID PREMISES, OR ANY PART THEREOF, WITHOUT LANDLORDS' PRIOR WRITTEN CONSENT ENDORSED HEREON.

This Agreement is conditional upon, and subject to the following:

1. **TERM** – The term of this Agreement is for a month-to-month tenancy, commencing on the _____ day of _____, _____, and continuing month-to-month thereon until terminated pursuant to paragraph 13.

2. **RENT** – Resident shall pay monthly rent of \$ _____ payable in advance on the _____ day of each month, unless changed by notice as hereinafter provided. (Should the term commence on a day other than the _____, Tenant shall pay a prorated amount of \$ _____ for the second month's rent). Rent payments shall be made by the following method(s): Cash, Check, Certified Funds and tendered to: _____

_____ (Must provide name/entity, address, telephone number and hours, or other acceptable means for payment).

Failure of Resident to pay the rent or other charges due hereunder or to comply with any of the covenants or conditions herein contained shall, at Landlord's option, forthwith terminate this Lease and Resident's rights therein as provided by law. "AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS." California Civil Code 1785.26(c)(2).

3. **LATE CHARGE** - Resident acknowledges that the Landlord will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay rent in full by the end of the _____ day of the month rent is due, Resident shall pay a late charge of _____% or \$ _____ (not to exceed 6% of total rent) as additional rent. If Landlord elects to accept rent after the late charge is incurred, payment in a form other than by personal check may be required. Landlord 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. Landlord may require future payments to be in a form other than a personal check in the event of a returned check.

4. **SECURITY DEPOSIT** - Resident shall deposit with Landlord, as a Security Deposit, \$ _____, as security for performance of the Agreement. (Total of all deposits not to exceed two (2) months rent for an unfurnished or three (3) months for furnished unit.) **At no time shall any portion of this deposit be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to leased premises being completely vacated by all Residents.** After the premises are completely vacant, Landlord shall furnish the Resident with an itemized written statement of the basis for, and the amount of, any security withheld and shall return any remaining portion of such security to the Resident within twenty-one (21) days pursuant to California Civil Code 1950.5.

5. **UTILITIES** – Resident shall pay for all utilities, services and charges, if any, except: _____

6. **USE AND OCCUPANCY** – Resident agrees to use and maintain the premises as follows:
A. Solely for private residential purposes for the Residents listed herein, for a total of _____ occupants, and by no other persons without prior written consent of the Landlord.
B. Guests, Boarders or Lodgers may remain on the premises no more than _____ consecutive days or _____ days each calendar year. Violations are subject to eviction.
C. Resident agrees not to violate any law, statute, or ordinance, nor to commit, suffer or permit any waste, or nuisance in, on, or about the said premises, or in any way to annoy, molest or interfere with any other tenant or occupants of the building, nor to use in a wasteful or unreasonable, or hazardous manner any of the

utilities furnished by Landlord, not to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Landlord in writing.

- D. Resident agrees not to alter the premises whatsoever without Landlord's express permission in writing and agrees to return said premises to the Landlord in the same condition as it was received except ordinary wear and tear. To the extent permitted by law, any repairs initiated by Resident must be performed by Landlord approved vendors. Written list will be provided upon request. Invoice and proof of payment for work performed must be provided to landlord within seven (7) days of work completion.
- E. Resident shall be responsible for maintaining the cleanliness of the unit, including window coverings, and carpets if applicable. Resident agrees to keep the premises in good repair and free from trash and unsightly material, and to immediately notify Landlord in writing of any defects or dangerous conditions in or about the premises. Resident shall reimburse Landlord for the cost to repair damage by Resident through misuse or neglect.

7. **ASSIGNMENT AND SUBLETTING** – Resident may not assign all or any portion of the Agreement nor shall Resident sublet all or any portion of the premises. Any attempt at assignment or subletting shall be void and an irremediable breach of this Agreement.

8. **PETS, WATER FILLED FURNITURE and SATELLITE DISHES** – Resident agrees that he/she will not, without Landlord's express consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any dog, cat, bird, or other animal/pet. Resident agrees that he/she will not, without Landlord's express consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any waterbeds, or liquid-filled furniture as provided under California Civil Code 1940.5. No antennae nor satellite dish shall be installed on or about the premises without the prior written consent of the Landlord.

9. **RIGHT OF ENTRY** - Landlord reserves the right to himself or his agent to enter said premises in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services or exhibit the dwelling to prospective purchasers, mortgagees, tenants, workmen or contractors or when any tenant has abandoned or surrendered the premises or pursuant to court order. Except in cases of emergency or abandonment, entry will be made during normal business hours and Landlord shall give the Resident reasonable notice of intent to enter premises of no less than 24 hours pursuant to California Civil Code 1954. **Resident agrees not to change any lock or locking device to said premises without the prior written consent of the Landlord, but Resident will, upon demand, furnish Landlord with the keys for the purpose of making duplicates thereof.**

Upon demand by Landlord, Resident 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.

10. **INJURY, LOSS OR DAMAGE** – Landlord shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article belonging to Resident located in said premises, or other premises under control of Landlord. No right of storage is given by this Agreement. Landlord shall not be liable for non-delivery or mis-delivery of messages nor shall Landlord be liable for and this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due Resident, caused by strike, riot, orders of public authorities, acts of other residents, accident, the making of necessary repairs to the building of which said premises are a part, or any other cause beyond Landlord's control. Resident agrees to indemnify and hold Landlord harmless from all liability from any such injury, loss or damage.

IT IS UNDERSTOOD BY RESIDENT AND ALL PARTIES THAT RESIDENT'S PERSONAL BELONGINGS ARE NOT INSURED BY LANDLORD AND THAT RESIDENT SHOULD INSURE ALL PERSONAL PROPERTY WITH A RENTERS INSURANCE POLICY.

11. **JOINT AND SEVERAL LIABILITY** - The undersigned Resident(s) whether or not in actual possession of premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised premises caused or permitted by Residents, their guests and invitees. 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 the Agreement. Service of notices on one Resident shall constitute service on all Residents.

12. **VEHICLES AND PARKING** – Landlord reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe or hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free from leaking fluids, insured for public liability/property damage, is operable and currently registered.

13. **TERMINATION AND AMENDMENTS** - Said tenancy may be terminated by either party giving the other 30-days notice of termination in writing pursuant to California Civil Code 1946; however, if the Tenant has resided in the unit for one year or more, then the Landlord must give at least 60-days notice to terminate tenancy (CC 1946.1). This Agreement may be modified with 30 days notice in writing. For a rent increase: (a) If the amount of the increase, when added to all other increases during the prior 12 months, is 10% or less of the lowest rent charged

during the prior 12 months, Landlord may serve a 30-day rent increase notice; (b) If the amount of the increase, when added to all other increases during the prior 12 months, exceeds 10% of the lowest rent charged during the prior 12-months, Landlord must serve a 60-day rent increase notice. In either case if the notice is served by mail, the effective date of the rent increase is extended an additional 5 days.

14. **WAIVER** - Waiver by Landlord of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Resident's violation of a covenant does not waive his rights to enforce any covenant of this Agreement. The invalidity or partial invalidity of any provision of the Agreement shall not render the remainder of the Agreement invalid or unenforceable.

15. **SMOKE DETECTOR** - The premises are equipped with Smoke Detection device(s) and:

a. Resident acknowledges that the Smoke Detector(s) was tested and its operation explained by Landlord in the presence of the Resident at the time of initial occupancy and that the Smoke Detector(s) were in proper working order at the time.

b. Each Resident shall perform the Manufacturer's recommended test to determine if the Smoke Detector(s) is/are operating properly at least once a week.

____ c. **RESIDENT INITIAL ONLY IF BATTERY OPERATED:** By initialing as provided, each Resident understands that said Smoke Detector(s) and Alarm is a battery operated unit and it shall be each Resident's responsibility to:

1. Ensure that the battery is in operating condition at all times,

2. Replace the battery as needed (unless otherwise provided by law),

3. If, after replacing the battery, the Smoke Detector(s) do not work, inform the Landlord immediately in writing.

d. Resident(s) must inform the Landlord immediately, in writing, of any defect malfunction or failure of any detector(s).

e. If local law requires the Landlord to test the Smoke Detector(s), the Resident shall allow the Landlord access to the premises for that purpose.

16. INITIAL and complete this section only if premises were built before 1978:

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE (initial where appropriate)

_____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises, or

_____ Landlord has knowledge of lead-based paint and/or lead based paint hazards that are present in the premises and has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. The following documents have been provided:

RESIDENT'S ACKNOWLEDGMENT

_____ Resident has received a copy of the pamphlet "*Protect Your Family From Lead In Your Home*" and copies of documents listed above, if any. Resident agrees to promptly notify Landlord of any deteriorated and/or peeling paint.

REAL ESTATE AGENT'S ACKNOWLEDGMENT (initial only if agent involved in rental process)

_____ Real estate agent has informed the Landlord of the Landlord's obligation under 42 U.S.C. 4852d, EPA 40 CFR 745.107, 745.110 and 745.113 and is aware of his/her responsibility to ensure compliance

17. **ATTORNEY'S 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, actual attorney's fees, not to exceed \$500.00 and costs pursuant to California Civil Code 1717. Recognizing that Jury Trials are both time consuming and expensive, Landlord 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.

18. **MOLD AND MILDEW STATEMENT** – Mold and Mildew may be injurious to one's health and if moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. Therefore, Resident acknowledges that: (a) Resident has inspected the premises, and every part thereof, at the outset of the tenancy; (b) Resident has found no signs of moisture, mold or mildew therein; (c) Resident shall (i) keep the premises well ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness from leaks, overflows, water intrusion, etc., and (iii) promptly notify Landlord of any malfunction of ventilation, air conditioning or heating systems. Resident shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

19. RESIDENT INITIAL and complete only if premises built before 1979 and Landlord has 10 or more units.

ASBESTOS DISCLOSURE – The California Asbestos Notification Act requires Landlords with more than 10 units of structures built before 1979 to notify Residents and their employees and contractors of any knowledge they may have regarding any asbestos-containing construction materials (“ACM”). In that regard, note that while Landlord is not specifically aware of any ACM in the premises, it is possible that given the age of the building, ACM may be present. Accordingly, as a precaution, Resident hereby agrees to not, under any circumstances to disturb or remove acoustic ceilings or flooring material, not to sand, cut or otherwise abrade dry wall material, and not to drill into fire doors or remove door knobs. California Health & Safety Code section 25249.6 requires that notice be provided to persons warning that they may be exposed to chemicals known in the State to cause cancer. Asbestos is one of those chemicals. Assuming Resident’s compliance with the precautionary measures described above, however, Landlord has no reason to believe that any person on the premises is exposed to significant risk levels. The notice provided in this paragraph is accordingly provided to Resident merely to comply with the technical notification requirements.

20. **ATTACHMENTS:** By initialing as provided, Resident acknowledges receipt of only those indicated attachments, copy(s) of which is/are attached hereto, and are incorporated herein as though fully set forth at length. Each Resident should initial to the right of the marked attachment.

House Rules & Regs _____ Satellite Dish _____ Pool Rules & Regs _____
 Inventory List _____ Pet Addendum _____ Pest Control Disclosure Notice _____
 Waterbed/Liquid Filled _____ Addendum _____ provided by Pest Control
Company _____

21. **AGENT FOR SERVICE OF PROCESS** – For purposes of service of process and receipt of Notices, the Resident may contact: _____

_____ Name Street Address City State Zip Code Phone

22. **ADDITIONS** - In addition to all sections above, the following terms are added to this agreement:

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 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 is a source of information about the presence of these individuals in any neighborhood. The Department of Justice 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.

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

Dated this _____ day of _____, _____

Resident

Landlord Resident

Landlord’s Agent/Real Estate Agent Resident

Resident

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities
Approved Form #F10 – 1/04

