

Sample Residential Lease Agreement

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RESIDENTIAL LEASE AGREEMENT

This LEASE AGREEMENT is hereby entered into on this ____ day of _____, 2003 between GERRY JARCIA and THE DEAD, LLC, an LLC organized under the laws of the State of California (hereinafter collectively known as "Landlord") and JON BON JOVI and ERIC CLAPTON (hereinafter collectively known as "Tenant"). Landlord and Tenant shall collectively be known herein as "the Parties".

WITNESSETH:

WHEREAS, Landlord is the owner of certain residential real property further described below and is desirous of leasing said residential real property to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the residential real property from Landlord on the terms and under the conditions as set forth herein;

WHEREFORE, for good consideration and mutual promises, the Parties, intending to be legal bound hereby, agree and contract as follows:

A. Location and Description: Landlord hereby leases and lets to Tenant the premises described as follows (hereinafter the "Leased Premises"): home at #3 Wilson Street, Haight Ashbury, CA. The Leased Premises are unfurnished.

B. Term: This lease agreement shall continue on a "month to month" basis commencing on 12-01-03 and continuing until either side gives the other thirty (30) days notice that the lease shall terminate. Notice to terminate shall be in writing. In the case of the Landlord, written notice shall be given at the same address as is show in paragraph C below for the making of rent payments (or such other address as the Landlord shall later direct in a written notification to the tenant).

C. Rent: Tenant shall pay Landlord monthly rent of **\$750** due on the **1st** of each month commencing on **12-01-03**. Landlord may raise this rent amount by giving Tenant forty-five (45) days advance notice of the rent increase. Upon receipt of a notice of rent increase from the Landlord, Tenant shall have fifteen (15) days time in which to give notice to the Landlord that Tenant does not accept the rent increase and, should Tenant fail to give notice to Landlord that Tenant does not accept the increase, said increase shall automatically become effect upon the 45th day after notice was given. If Tenant gives notice to Landlord that Tenant does not accept the proposed rent increase of Landlord, this acts as notification by Tenant that Tenant intends to terminate the lease thirty (30) days after the date Tenant gives notice to Landlord that the proposed rent increase was not accepted.

1. Payment of Rent: Tenant shall make rent payments due to Landlord under this lease agreement to the person or entity, and at the address, listed below:

Gerry Garcia
The Land of the Dead

Landlord may henceforth alter this designation of the rent payee or the address at which rent payments are to be made by giving writing notice to Tenant.

D. Security Deposit: At the time of execution of this lease agreement, Tenant shall pay to Landlord a security deposit of **\$500** which is to be returned upon termination of this lease agreement after first being applied by Landlord against any outstanding rents due by Tenant, repair of any damage to the Lease Premises, and satisfaction or offset against any other debts or obligations of Tenant to Landlord.

E. Utilities and Services:

1. Landlord shall, free of charge to Tenant, provide the following Utilities and Services to the Leased Premises: trash collection.
2. Tenant shall, at its own expense, be responsible for providing the following Utilities and Services to the Leased Premises: all Utilities and Services not specifically stated in paragraph E.1 above as being provided by Landlord which shall include, by not be limited to, water, electricity, natural gas, heat, air conditioning, cable television, telephone.

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption of any cause which is beyond Landlord's reasonable control. Any such interruption will not be considered an eviction or disturbance of Tenant's use and possession of the Leased Premises, or, otherwise, relieve Tenant from performing its obligations under this lease agreement.

F. Additional Provisions: The parties agree to the following provisions:

1. Pets. Tenant shall **not** be allowed to have pets without prior authorization from the Landlord.
2. Condition of Premises. Upon the expiration or termination of this lease for any reason, the Tenant shall return possession of the Leased Premises in its present condition.
3. Assignment or Subletting. Tenant shall **not** be allowed to assign or sublet the Leased Premises or allow any other person not listed in this agreement as a Tenant to occupy the Leased Premises without Landlord's prior written consent.
4. Alterations. Tenant shall **not** make any material or structural alterations to the Leased Premises without Landlord's prior written consent.
5. Compliance with Law: Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of the Leased Premises.
6. Tenant's Conduct within the Lease Premises. Tenant shall **not** conduct within or near the Lease Premises any activity constituting a nuisance to Tenant's neighbors, that is hazardous to property or persons, or that requires an increase in insurance premiums of any kind paid by Landlord.
7. Landlord's right of inspection and entry for repairs and maintenance. The Landlord shall have the right to enter the Leased Premises without prior notice given to Tenant during normal business hours Monday through Friday for the purpose of making inspections of, or repairs and maintenance to, the Leased Premises. The Landlord shall have the right to enter the Leased Premises for the aforementioned purposes at other times but only upon the giving of 24 hours prior notice to the Tenant.
8. Right of Termination. In the event of Tenant's breach of any provision of this lease agreement, Landlord shall have the right to terminate this lease agreement in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies as are available under the law to Landlord arising from said breach. Termination by the Landlord shall be accomplished through the giving of written notice of termination to Tenant. Any failure or delay of Landlord in immediately terminating this lease agreement upon a breach of any provision hereof shall

not constitute waiver of the right of termination nor be construed as a modification of this agreement through course of dealing.

9. Subordination. This Lease shall be subordinate to all present or future mortgages against the Lease Premises or real property of which the Leased Premises is a part.
10. Indemnity. Tenant will indemnify and hold Landlord and Landlords property—including the leased premises—free and harmless from any liability for injury to or death of any person, including Tenant, or for damage to property arising from Tenants using and occupying the Lease Premises or from the act or omission of any person or persons, including Tenant, in or about the Lease Premises arising from an activity that was conducted with Tenants express or implied consent.
11. Binding of Heirs and Assigns. Subject to the provision of this lease agreement against assignment or sublease by Tenant, this lease agreement shall be binding upon Tenants legal heirs, devisees and creditors of every kind.
12. Landlord's right to assign. The Landlord shall have the right to assign its rights under this agreement to any party through execution of a written assignment agreement.
13. Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.
14. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
15. Modification. Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed Agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
16. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
17. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in State of California for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of State of California shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.
18. State Law. This Agreement shall be construed and enforced under the laws of the State of California. This Agreement is intended by the Parties to comply with all applicable state law governing the rights and duties of landlords and tenants. Should any provision of this Agreement be found not to comply with applicable state law, the offending provision hereof, and only the offending provision, shall be disregarded and state law shall control.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement to the foregoing, LANDLORD and TENANT affix their signatures hereto as of the date written on page 1 hereof.

LANDLORD(S)

TENANT(S)

Gerry Jarcia

Jon Bon Jovi

The Dead, LLC
By:
Title:

Eric Clapton

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(Note: This page is **not** to be attached to your Lease Agreement.)

INSTRUCTIONS REGARDING EXECUTION OF YOUR LEASE AGREEMENT

- A. Please read and review the entire contract carefully.
- B. We recommend that you execute an original of this Agreement for each party who signed.
- C. If you are signing this contract on behalf of an organization, please print your name and your title within the organization (i.e., "president") below the signature line and sign your name to the document.
- D. **What if I decide to make changes to my Agreement form?** We keep your answers to the questionnaire in our database for 60 days. You must go to the User Administration area of our site to call up your document. The URL is <https://www.medlawplus.com/user/> . You will need your "user name" and "password" to re-enter the system. Once in the User Administration area, click on the text link entitled "MLP Legal Forms" which is located on the left margin of the page. Then a link to your Will should appear on the screen. Click on it and make the desired changes to your responses on the questionnaire. If you have problems calling up your old data, email us at: administrator@medlawplus.com. A prompt response is promised. **NOTE:** Our system emailed you the record of the "user name" and "password" you gave us when registering with the system.

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