

# STANDARD MONTH TO MONTH RENTAL AGREEMENT



(Consult with your attorney about local technicalities or changes in the law subsequent to the revision date.)

OWNER: \_\_\_\_\_

RENTER: \_\_\_\_\_

PREMISES: \_\_\_\_\_ CA \_\_\_\_\_

APT.NO. ADDRESS (ST., AVE., PL., BLVD., ETC.) ZIP CODE

Owner and Renter agree that Renter's performance of and compliance with each of the terms hereof, and with Owner's House or Pool Rules (if any) which are incorporated herein by reference, constitute a condition on Renter's right to occupy the Premises. Any failure of compliance or performance by Renter shall allow Owner to forfeit Renter's right to possession. All persons designated as "Renter" are jointly and severally liable for all "renter" obligations.

A. Rent Start Date	_____	I. Storage Space	_____
B. Rent per Month	\$ _____	J. Maximum Occupancy per Agreement	_____
C. Day of Month Rent Due	_____	K. Named Renter	_____
D. Late Rent Charge	\$ _____	L. Added per Occupant Rent	\$ _____
E. Returned Check Charge	\$ _____	M. Owner's Personal Property	_____
F. Security Deposit	\$ _____	N. Pets	_____
G. Owner Paid Utilities	_____	O. Inspection Consent	Circle One: Yes No
H. Parking Space (Lic./Space#)	_____	See Paragraph 9	

**P. Required Notices: RENT:**

Person/Address/Telephone No. where and to whom rent to be paid: \_\_\_\_\_

Days and times on which rent is to be paid: \_\_\_\_\_

**LEAD:**

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 known lead-based paint hazards in the housing premises. Also Renters must receive a federally approved pamphlet on lead poisoning prevention.

\_\_\_ **Agent's initials** mean Agent has informed Owner of Owner's obligation to disclose any known facts about lead based paint on the property.

\_\_\_ **Owner's initials** mean the Premises were built before 1978.

\_\_\_ **Owner's initials** mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead based paint in or on the Premises.

\_\_\_ **Owner's initials** mean Owner has that information about lead in or on the Premises disclosed on the attached lead-based paint disclosure form.

\_\_\_ **Renter's initials** indicate that Renter has received the pamphlet entitled "Protect Your Family From Lead In Your Home," a copy of any report re lead based paint on the property and Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

**CHEMICALS:**

\_\_\_ **Renter's initials** indicate that Renter has received a copy of a "chemicals used notice" from Owner's pest control company (Civil Code 1940.8) which must be provided to tenant if, and only if, there is a written pest control contract in effect.

**WEST HOLLYWOOD ONLY:**

**See Exhibit A**

1. **Rent/Late Rent Charge:** Should the Rent Start Date (Section **A**) be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and in the amount set out in Sections **B** and **C** plus, after required notice, any additional fees, taxes or assessments authorized for pass-through to Renter. If Renter fails to pay any rent as and when due, Renter shall pay a (one-time per such unpaid amount) Late Charge as set out in Section **D**. If Renter's check is returned "NSF," Renter shall pay a Returned Check Charge set out in Section **E** and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge may be deemed additional rent by inclusion in an eviction notice or may be deducted from Renter's Security Deposit. Any Security Deposit refund claim shall be deemed compensated to the extent of any such deduction. All of Renter's monetary obligations here under are deemed rent.

2. **Security Deposit:** Renter shall pay to Owner the total Security Deposit set out in Section **F** to secure **Renter's** compliance with all terms of this Agreement and Owner's Rules and Regulations. (In addition to the first month's rent, Owner may demand **only** a security deposit equal to two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments.) No portion of the Security deposit shall be deemed rent for any rental month unless Owner so elects in writing, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Renter **totally** vacates the Premises, the Security Deposit shall be returned (mailed by first class mail, postage pre-paid, to Renter's last known address) by check made payable to all those designated as "Renter" jointly, whether or not one or more have vacated previously, less the amount(s) used for the purpose(s) specified in Civil Code Section 1950.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction therefrom. If the Security Deposit is insufficient for any such authorized purpose, Owner may collect the deficiency from Renter. With Owner's consent, Renter may make the Security Deposit by installment payments. Failure to pay any Deposit Installment when due shall constitute a default. Renter agrees that Owner may deduct from the Security Deposit the amount necessary to compensate Owner for: (a) Any Renter default under the Rental Agreement, (b) Cleaning of the Premises, (c) Repair of any damage thereto, or (d) Restoration, replacement or return of any personal property or appurtenances, exclusive or ordinary wear and tear, all pursuant to Civil Code Section 1950.5, as may be set out in a Security Deposit Agreement.

3. **Utilities:** Renter shall pay for all utilities supplied to the Premises except those set out in Section **G**. If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designated, henceforth, to Renter and place the same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount, Owner may recover it from Renter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.

4. **Parking/Storage Rules:** If Renter is assigned a parking space on Owner's property, set out in Section **H**, Renter shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property. Renter shall not assign or sublet any such parking space and Owner may have unauthorized vehicles towed away. Upon seven (7) days written notice to Renter, Owner may terminate Renter's parking privilege or change the size and/or location of Renter's parking space or storage space described in Section **I**.

5. **Named Renter/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Section **J**, unless required by law, nor by any person other than the Named Renter set out in Section **K** without the advance written consent of the Owner and at the additional rent set out in Section **L** or prescribed by law. Renter's right to possession shall not be assigned nor sublet.

6. **Good Condition Receipt:** Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment **provided by Owner and set out in Section M**, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "**AS IS**" and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Owner's copy of this Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination of the tenancy, Renter shall return the Premises to Owner in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owner's copy of this Agreement. Renter's "**GOOD FAITH**" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing deficiency.

7. **Maintenance and Repair/Alterations:** Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person in or about the Premises with Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located

nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) not tamper with nor remove any smoke detector nor fire alarm equipment, and advise Owner immediately of any equipment malfunction. Renter shall be liable for any damages caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises, nor wallpaper any portion thereof, nor repair any damage thereto, except through licensed, insured professionals approved in advance by Owner in writing before or after an Initial Inspection on termination per Civil Code Section 1950.5. Renter shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Owner.

**8. Damage/Destruction:** If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Owner and Renter, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.

**9. Inspection/Entry:** Owner may enter and inspect the Premises, during business hours and upon reasonable notice to Renter, without Renter's presence, for any lawful purpose. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Owner with a key to any such device, forthwith, on demand. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law. If you circle "Yes" in Section O, you consent to unannounced entry of your apartment by government inspectors, without your presence.

**10. Rules and Regulations:** Renter, and all persons in or about the Premises with Renter's consent, shall comply with all Rules and Regulations made by Owner, from time to time, and delivered to Renter, including House and Pool Rules. Owner shall not be obligated to enforce any such Rules and Regulations, or the terms of any other Agreement, and Owner shall not be liable to Renter for any violation of such Rules and Regulations or other Agreements by any other Renter or person. Renter understands that the Premises are not in a full security complex and that Owner does not guarantee to employ security personnel to patrol the Premises to provide for Renter's safety. Owner does not take responsibility to mediate disputes between or among Renters and the obligation to resolve disputes with others on the Premises is accepted by Renter as one of the obligations of the tenancy. Each Renter assumes the risk of residing on the premises for himself or herself, his/her or their children and/or personal property without recourse against the Owner or Manager of the Premises.

**11. Insurance:** In consideration of this rental, Renter shall obtain and pay for any insurance coverage necessary to protect Renter from any loss or expense due to personal injury or property damage, including but not limited to that caused by any act or omission of any party, including Owner or co-tenants, criminal act, war, riot, insurrection, fire or act of God. The amount of monetary damage caused to Owner by renter's breach of this agreement shall be deemed to be an amount equal to the amount of any loss sustained by renter by any such act or event and shall offset any claim by Renter against Owner.

**12. Compliance With Laws:** Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other renter, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.

**13. Notice Of Termination/Death:** Renter shall give Owner 30-days written notice of intent to vacate the Premises and shall be liable for payment of rent through the date of expiration of the notice or if later, until the Premises are vacated. Renter's death shall be deemed notice of termination.

**14. Waiver Of Default:** Owner's failure to require strict compliance with the terms of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, nor limit Owner's rights with respect to that or any subsequent default.

**15. Non-Curable Breach of Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Renter for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Renter's Rental Application vitiating the tenancy.

**16. Pest Control/Fumigation/Extermination:** Upon demand by Owner, Renter shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Renter's absence. Renter shall comply forthwith, with all instructions from the 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.

**17. Pets/Water Beds/Musical Instruments:** Renter shall not bring or keep any pet (dog, cat, bird, reptile, etc.), liquid-filled furniture or musical instrument on the Premises, unless noted in Section N of Owner's copy of this Agreement. Liquid-filled furniture shall be accepted only with proof of \$100,000 insurance.

18. **Designation Of Parties:** The term "Owner" includes a "manager," "agent of the owner," "management company," "Trustee" of a Trust, or any other person or entity acting on behalf of the owner as the Lessor of the premises entitled to rent the premises, collect the rent for the premises, and prosecute eviction actions.
19. **Partial Invalidity:** If any portion of this Agreement is held invalid, it shall not affect the validity of any other portion of this Agreement.
20. **Attorneys Fees:** If any legal action or proceeding is brought by Owner or Renter related to this Agreement, the prevailing party shall be entitled to recover attorneys fees not to exceed \$500.00.
21. **Guarantor(s):** On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement provided by owner, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.
22. **Rent Acceptance:** Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.
23. **Credit Report:** 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 and/or your credit may be checked periodically, to which you specifically agree.
24. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Renter has relied on his own judgment in entering into this Agreement. Any modification of this agreement, to have any legal effect, must be in writing and signed by owner.
25. **Estoppel Certificate:** Within 10 days after written notice, Renter agrees to execute and deliver an estoppel certificate as submitted by Owner acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Renter's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.
26. **Additional Required Notices:**

#### **Toxic Substance Warning Notice**

The Owner is required to give you notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm. Please contact the owner for further information.

#### **Mold and Mildew Warning Notice**

Mold and mildew may be injurious to one's health. Therefore, Renter acknowledges that: (a) Renter has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Renter has found no signs of moisture, mold or mildew therein; (c) Renter shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (iv) promptly notify Owner of any dampness (from leaks, overflows, water intrusion, etc.); and (v) promptly notify Owner of any malfunction of ventilation, air conditioning or heating systems. Renter shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

#### **DOJ 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.

#### **Other Provisions:**

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DATED \_\_\_\_\_

DATED \_\_\_\_\_

OWNER \_\_\_\_\_

RENTER \_\_\_\_\_

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