## >> RENTAL AGREEMENT AND/OR LEASE ◆ S

Landlord/Lessor/Agent:	Apartment Number	
Tenant(s)/Lessee:	_	
Tenant(s)/Lessee:	_	
Apartment Number:		
Apartment Address:	_	
City:, State, Zip	_	
l ·	, and continue: (check one below)	
Rental Due Date: A Month to Month Agreem		
	at which time thereafter shall become a month to	
,	hould move from premises prior to the expiration date, he shall be	
	til such time the apartment is occupied by Landlord-approved resident	
Storage Space: and/or expiration of said time	period, whichever is shorter.	
1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.  2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's		
rent of: \$, and a Security Deposit of \$, for a total payment of \$ All payr_and delivered to	nents are to be made payable to:California, Telephone Number	
who is usually available on the following days:3. LATE CHARGE/RETURNED CHECKS: Resident acknowledges that Owner will incur certain administrative or	during the following hours:	
administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident shall pay a late charge of \$ per day and the parties agree that that amount is a reasonable administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, 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 \$ as additional rent. The same late charge stated above will be imposed as additional rent if the return form other than a personal check in the event of a returned check.  4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished aparabove deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of sa deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for dathe deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessity deposit is not to be used as last month's rent.	ent fails to pay the rent in full by the end of theday after it is due, amount for such administrative costs. Resident further agrees that such payment in a form other than by personal check may be required. Owner does not by the bank for any reason, Resident shall pay a returned check charge of ad check causes the rent to be late. Owner may require future payments to be in a strength of three times the monthly rent for furnished apartments. The total of the RESIDENT within 21 days after the premises have been completely vacated less for repair of damages to apartment and/or common areas above ordinary wear id charges shall be presented to RESIDENT within 21 days of move-out. If mages to OWNER, During the term of tenancy, RESIDENT agrees to increase	
5. <b>UTILITIES</b> : RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises et 6. <b>OCCUPANTS</b> : Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the 6 the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for mor advance, (the 14 day period maybe extended by local Rent Control Laws):  \$100.00 per month or 25% <b>(or the amount allowed under rent control)</b> of the current monthly rent; whichever above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each ad premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement 7. <b>PETS AND FURNISHINGS</b> : Furnishings - No liquid-filled furniture of any kind may be kept on the premises. I maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of sai maintains waterbed insurance valued at \$100,000.00 or more than ten gallons of liquid, highly combustible n as, musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insuran items. Pets – No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-cany item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimustated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of an required along with the signing of OWNER'S "PET AGREEMENT."	OWNER'S written consent, shall be considered a breach of this agreement. ONLY e than 14 days unless the expressed written consent of OWNER is obtained in RESIDENT shall pay additional rent at the rate of amount is greater, for the period of time that each additional guest in excess of the ditional animal in excess of the above named animal(s), which shall occupy the or convert the status of any "guest" into a RESIDENT.  If the structure was built in 1973 or later RESIDENT may possess a waterbed if he di insurance. RESIDENT must also comply with Civil Code Section 1940.5. Inaterials or other items which may cause a hazard or affect insurance rates such ace deemed appropriate by OWNER to cover possible losses caused by using said amount of time, without obtaining the prior written consent and meeting the any written notice. In the event laws are passed or permission is granted to have a dditional rent of \$25.00 a month for each such item if another amount is not	
8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operat 9. NOISE / ACTIVITY: RESIDENT agrees not to cause or allow any noise or activity on the premises that might of violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said 10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the passage or convenience of another RESIDENT is prohibited.  11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this any terminate this Agreement immediately upon three-day written notice to the other.  12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said previtems listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediatel RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the	not wash, repair, or paint in this parking space or at any other common areas on g space.) RESIDENT is responsible for oil leaks and other vehicle discharges for onal may park in their assigned space. isturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not I noise and/or activity shall be a breach of this Agreement. common areas in such a way as to interfere with the free use and enjoyment, agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER emises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all in good satisfactory condition except as may be indicated elsewhere in this y pay for costs to repair and/or replace any portion of the above damaged by	
and good condition except for reasonable wear and tear; the premises shall be free of all personal property and to stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not of the stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not of the stains of any size or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the plaw. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles a RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expens washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notif landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection OWNER in writing of any deficiencies with the residence.  14. SMOKE/CARBON MONOXIDE DETECTORS: The rental unit is equipped with properly functioning smoke at monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their norm 15. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rule rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, an laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER forth such change and delivered to RESIDENT. Any changes are subj	onstitute reasonable wear and tear.  nstall locks, install antenna or other equipment, screws, fastening devices, premises without the written consent of the OWNER except as may be provided by s provided and shall cooperate in keeping the garbage area neat and clean.  garbage hauler for the building. RESIDENT shall be responsible for keeping the all other items that may tend to cause stoppage of the mechanism. RESIDENT e or damage caused by the stopping of waste pipes or overflow from bathtubs, y landlord with a written notice stating what item(s) need service or repair and give a result of not notifying the Landlord in writing of such needed service or repairs, fees imposed by a government office as a result of RESIDENT not notifying and carbon monoxide detectors. Resident agrees to test the smoke and carbon al function or disable any detectors in any manner. s attached to this agreement which may be changed from time to time. These d storage of toys, bicycles, tools, and other personal items (including signs and f such rules by any other RESIDENTS or persons. Rights of usage and at any time.  iffer the expiration of the agreed lease period upon 30 days written notice setting botice of Change of Terms.  month-to-month, but may be terminated by either party with a written 30-day the to terminate. Where laws require "just cause," such just cause shall be so areas are clear of all RESIDENT'S belongings, and keys and other property	

- 18. **POSSESSION**: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.
- 19. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
- 20. **RIGHT OF ENTRY AND INSPECTION**: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm preparations, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgments is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 21. **ASSIGNMENT: RESIDENT** agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this
- 23. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 24. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
- 25. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission
- or commission) of RESIDENTS, their guests and invitees.

  27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 28 Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health bazards if not managed properly. Lead

	ng children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards	in the dwelling.
	rally approved pamphlet on lead poisoning prevention.	J
OWNER/AGENT DISC		
	on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no rep and/or lead-based paint hazards in or on the Premises, and	orts or records
RENTER'S i	n left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWN d/or peeling paint.	ER promptly ir
responsibility and n	is inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to at the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to ence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.	•
30. ADDITIONS AND EXCE	<u>:</u>	
24 NOTICES: All notices to I	NIT shall be sounded DECIDENT'S another at / house whether as not DECIDENT is present at the time of delivery and all nations to OWNED.	/ ALITHODIZED
	NT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER /	AUTHURIZED
	by first class mailing to:	
Person Authorized To Mana		
Name	Address	
Phone Number		
	is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and rec	ceipting for all
notices and demands.		
Name	Address	
Phone Number		
Person or Entity Authorized	eive Payment of Rent:	
Name	Address	

34. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

Other:

Garage Door Opener

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this

32. INVENTORY: The Apartment contains the following items for use by RESIDENT:

House Rules

Laundry Rules Mailbox Kevs

33. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

Pet Agreement

Apartment Kevs

Pool Rules

35. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides

36. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (\_\_\_\_\_\_\_\_) RESIDENT'S initials: OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Printed Name of Interpreter Signature of Interpreter Owner/Agent Date Resident Date Owner/Agent Date Resident Date

Owner/Agent Resident Date Date