

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ between _____ "owner" and _____ "resident."

THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises known as _____, Unit # _____, CA _____, on a month-to-month term.

2. Rent is due in advance on the _____ day of each and every month, at \$_____ per month, beginning on the _____ day of _____, 20____, payable at _____.

If rent is paid after the _____ of the month, there will be a late charge of \$_____ assessed.

3. Resident shall deposit with Owner, as a security deposit, the sum of \$_____. Resident shall not use the security deposit to pay the last month's rent. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

1. in the payment of rent, or
2. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, or
3. to clean the premises, if necessary, upon termination of the tenancy.

No later than three weeks (21 days) after Owner has regained possession of the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any security deposit received and the disposition of such security deposit and shall return any remaining portion of such security deposit to Resident.

4. The term of this Agreement is for _____, beginning on the _____ day of _____ and ending on the _____ day of _____, 20____, at which time this Agreement shall terminate without further notice. A "month-to-month" tenancy shall be created only if Owner accepts rent from Resident thereafter. Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the fair rental value of \$_____ per day.

5. Premises shall be occupied only by the following named persons(s):

_____	_____
Name	Birthdate

_____	_____
Name	Birthdate

_____	_____
Name	Birthdate

_____	_____
Name	Birthdate

6. Without Owner's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture

or _____ shall be kept or allowed in or about the premises.

7. Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
8. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by Resident.
9. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
10. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, yard and landscaping, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner which is now in effect or becomes effective during the term of this Agreement.
11. Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: _____

12. The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.
13. The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement, and shall indemnify Owner for liability arising prior to the termination of the lease Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
14. Owner or his/her agents or employees may enter the premises:
 - a) In case of emergency, or
 - b) When Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary to agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided Resident is given reasonable notice of Owner's intent to enter, with entrance during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner harmless for such entry.
15. No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided

herein and by law.

16. In the event that Resident breaches this Lease Agreement, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided Owner by California Civil Code Section 1951.2 and 1951.4. Damages Owner "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
17. If Owner presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.
18. The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Owner shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
19. ATTACHMENTS: By initialing as provided, Resident acknowledges receipt of those indicated attachments, copy(ies) of which is (are) attached hereto, marked by indicated page number(s) and is (are) incorporated as part of this Agreement.

A.	House Rules Initial	_____	Hour Rules attached marked Page(s)	_____
B.	Move In / Move Out List Initial	_____	Move In / Move Out List which describes the condition of the premises, marked Page(s)	_____
C,	Waterbed Initial	_____	Waterbed and/or Liquid Filled Furniture Agreement marked Page(s)	_____
D.	Addendum Initial	_____	Addendum marked Page	_____

20. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all

parties. Owner, nor an agent or employee of Owner has made any representations or promises other than those set forth herein.

21. 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 obligations.

22. 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, reasonable attorneys' fees and costs. Notice upon Owner may be served upon:

_____ at
(Name)

_____, CA
(Street Address, City)

(Zip)

This person is authorized to accept legal service on behalf of Owner.

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

Date

Resident

Date

Resident

Date

Owner/Agent
