

Note: the following is a sample Rental Agreement that addresses ILA required policies; please feel free to use any of the sample language below.

We encourage you to discuss the policies with your residents and develop a rental agreement that is customized to your Independent Living and best meet the needs of your residents. Also, because the ILA does not provide legal advice and is providing this Sample Agreement for informational purposes only, the ILA strongly encourages each Independent Living owner to seek their own legal counsel for the review and possible revision of this Sample Agreement, to meet their particular requirements.

Sample: Independent Living Rental Agreement

I, <name of tenant>, as the Tenant in this Agreement, agree to pay rent, for a shared room, located at <address of Independent Living> for the sum of \$_____ per month. This agreement is effective beginning <List date that lease begins> and will extend on a month-to-month basis, as long as Tenant remains in compliance with all terms of this Rental Agreement.

In exchange for the monthly rent payment, <name of Independent Living>, as the Landlord, will provide a < List amenities> (examples of amenities: bed, closet/dresser space, linen and bedding, basic toiletries, utilities, washer/dryer access, basic local phone service, and 3 meals per day). In addition, the Tenant agrees to:

1. Rent:
 - a. Pay rent on the (1st) day of the month. All residents receiving SSI/SSA will pay rent no later than the (10th) day of the month.
 - b. Rent payments can be mailed to <list mailing address>, or paid in person to <name of person> at <address>.
 - c. Acceptable methods of payment include personal check, cashier's check, or money order.
2. Vacate the premises if Tenant fails to pay the agreed upon rent by the (10th) day of the month. Failure to vacate may constitute trespassing, which is punishable by law. <name of Independent Living> and its owner shall retain all landlord rights under California law.
3. Abide by the house rules of <name of Independent Living> provided with this agreement.
4. Inform <name of Independent Living> owner of any situation that violates <name of Independent Living> House Rules or any situation that presents a danger to property or other residents and/or guests.
5. Management is not responsible for any lost or stolen items.
6. Inform Tenant's guests of the house rules and policies. Tenant is responsible for his/her guests while they are visiting <name of Independent Living>. Tenant also agrees that no guest of Tenant may stay overnight at <name of Independent Living>.
7. Attend mandatory house meetings regularly (not all homes have mandatory meetings).
8. Tenant also agrees to cooperate with safety or maintenance inspections or work done by <name of Independent Living>, its management or third party contractors hired by <name of Independent Living>.
9. Tenant understands and agrees that a breach (violation) of any part of this Agreement, if not cured (fully taken care of) by Tenant within 3 days' notice, constitutes grounds for terminating this agreement and eviction.

Termination

Either party may terminate the contract by issuing a written thirty (30) day notice in advance and delivering it to the other party. Notices shall be delivered to the Tenant in person or to the Tenant's mailing address, if Tenant is unavailable. Notices to the <name of Independent Living> shall be delivered to: _____.



Refunds

No refund will be given after rental agreement is signed.

I, the undersigned tenant, agree to this rental agreement and have received a copy of the house rules and rental agreement.

Tenant:

Tenant Signature

Date

Agreed:

For <name of Independent Living>--the Landlord:

Independent Living Owner/
Management Signature

Date