

RESIDENTIAL RENTAL AGREEMENT

RESIDENT 1 Last Name	First Name	M.I.
RESIDENT 2 Last Name	First Name	M.I.
RESIDENT 3 Last Name	First Name	M.I.
RESIDENT 4 Last Name	First Name	M.I.

☐ If there are additional residents, check here and attach a separate sheet.

This Agreement, entered into this ____ day of _____, year _____ by and between _____ hereinafter called Owner (shall mean Owner or Agent), and _____ hereinafter called Resident(s), witnesseth: Resident(s) hereby rents from Owner, those certain Premises located at: Street Address _____ Unit # _____ of the city of _____, California, is conditional upon, and subject to the following:

1. **TERM:** The term of this Agreement shall begin on the ____ day of _____, year _____ and continue as follows: *(check one)*

☐ A. Fixed Term: and shall end at midnight on the ____ day of _____ of the year of _____ (end of term).

☐ B. Month-to-Month: and continues on a month-to-month tenancy, which may be terminated, by either part giving written notice.

2. **RENT:** Monthly rent of \$ _____ shall be due on or before the first day of each month to Owner. Prorated rent of \$ _____ shall be due for the *(check one)*: ☐ first month, and/or ☐ second month.

3. **SECURITY DEPOSIT:** Resident shall deposit with owner, as a Security Deposit, \$ _____, (total of all deposits not to exceed one month's rent but may be up to two months' rent if Landlord is a "small landlord" defined as: (a) a natural person or limited liability company in which all members are natural persons; and (b) own no more than two residential rental properties that together include no more than four rental dwelling units. Even if Landlord is a "small landlord", if tenant is a "service member" (a member of: (1) the active militia (the National Guard, State Guard and the Naval Militia) or the unorganized militia), called or ordered into active state or federal service; or (2) an active or reserve component of the Armed Forces ordered into active duty under federal law) then no more than one month's rent may be charged as a security deposit, even if landlord is a "small landlord". Owner may claim (withhold) of the Security Deposit only such amounts as are reasonably necessary to remedy Resident defaults as follows:

- a. Any Resident default under the Rental Agreement;
- b. Cleaning of the Premises;
- c. Repair of any damage thereto;
- d. Restoration, replacement or return of any personal property or appurtenances, exclusive of ordinary wear and tear, all pursuant to Civil Code Section 1950.5. Not later than three weeks (21 days) after the Resident has vacated the Premises, the Owner shall furnish the Resident with an itemized written statement of the basis for, and the amount of, any security withheld and shall return any remaining portion of such security to the Resident. (CC1950.5)

4. **NOTICES AND PLACE OF PAYMENT:** For purposes of delivery of notices and payments (CC1962): Payments shall be paid by *(check all that apply)*: ☐ Cash ☐ Personal Check ☐ Money Order ☐ Cashier Check ☐ Other

payable to Owner: _____ at Address: _____
City, State, Zip: _____ or at
any other location designated by Owner to Resident between the hours of _____ and _____ on the following
days: _____.

5. **UTILITIES AND SERVICES:** Resident shall pay for all utilities, services and charges, if any made payable by or predicated upon occupancy of Resident, except: _____.
6. **OCCUPANCY AND USE:** Premises shall be used for residential purposes only and FOR NO OTHER PURPOSE. They shall be so used only by Residents and those listed below (minor children of occupants not Resident signing this Agreement) as follows:
- _____
- _____
- _____
- No other person may occupy or reside in the premises for more than 3 consecutive days; nor may such person occupy or reside in the premises for more than 30 days in any calendar year, without the prior written consent of Owner.
7. **WAIVER OR BREACH:** Failure of Resident to pay the rent and other charges due hereunder or to comply with any of the covenants or conditions herein contained shall, at Owner's option, forthwith terminate this Agreement and Resident's rights therein as provided by law. Pursuant to Civil Code 1785.26 (c)(2), "you are hereby notified that any negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations."
8. **LATE CHARGES AND RETURNED CHECKS:** Resident acknowledges that Owner will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay rent in full by the end of the _____ day after it is due, Resident shall pay a late charge of \$_____ as additional rent. If Owner elects to accept rent after the late charge is incurred, payment in a form other than by personal check may be required. Owner does not 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 by the bank, Resident shall pay a charge of \$25, as additional rent.
9. **DEFAULT:** Failure by Owner to exercise any right under this Agreement or acceptance of rent after default by Resident shall not be deemed to waive such default or to affect any notice theretofore given, or legal proceeding theretofore commenced.
10. **PETS:** Resident agrees that he/she will not, without Owner's prior consent in writing, bring upon, keep, maintain, permit to be kept or maintained, in, on, or upon the Premises any dog, cat, bird, or other animal.
11. **WATER-FILLED FURNITURE:** Resident agrees that he/she will not, without Owners prior consent in writing, bring upon, keep, maintain, permit to be kept or maintained, in, on, or upon the Premises any waterbeds or liquid-filled furniture.
12. **CONDUCT:** Resident shall not violate any law, statute, or ordinance, nor to commit, suffer or permit any waste, or nuisance in, on, or about the said Premises, or in any way to annoy, molest or interfere with any other residents or occupants of the building of which the demised Premises are a part, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Owner, nor to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Owner in writing.
13. **ALTERATIONS:** Resident shall not alter the Premises or wallpaper any portion thereof, or repair any damage thereto, except with Owner's written consent before or after an Initial Inspection on termination (CC1950.5). Resident shall do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by Owner in writing and shall provide Owner with releases from such individuals evidencing full payment for any such repair or cleaning work. Resident 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.
14. **CONDITIONS:** Resident shall: (a) keep the Premises in a clean and sanitary condition, (b) dispose of all rubbish, garbage and waste in a clean and sanitary manner (c) properly use and operate all electrical, gas, and plumbing fixtures and keep the same in a clean condition, (d) not permit any person, in or about the Premises with Resident's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon, (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Resident shall be liable for the expense of any repair caused by Resident's failure to comply with these conditions.

15. **SUBLETTING, ASSIGNING PROHIBITED:** Resident shall not transfer his interest in or to this Agreement, nor shall Resident assign or sublet said Premises, nor any part thereof. ANY ATTEMPT TO SUBLET OR ASSIGN SHALL BE VOID AND AN IRREDEMIABLE BREACH OF THIS AGREEMENT.
16. **RIGHT OF ENTRY:** Owner reserves the right to himself or his agent to enter said Premises in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services or exhibit the dwelling to prospective purchasers, mortgagees, Residents, workmen or contractors or when any Resident has abandoned or surrendered the Premises or pursuant to court order. Except in cases of emergency or abandonment entry will be made during normal business hours and Owner/Agent shall give the Resident reasonable notice of intent to enter Premises no less than 24 hours (CC1954). RESIDENT AGREES NOT TO CHANGE ANY LOCK OR LOCKING DEVICE TO SAID PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF OWNER, BUT RESIDENT WILL ON DEMAND FURNISH OWNER WITH HIS KEYS FOR THE PURPOSE OF MAKING DUPLICATES THEREOF.
17. **PEST CONTROL:** Upon demand by Owner, Resident shall temporarily vacate the Premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from 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.
18. **LIABILITY:** Owner shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article belonging to Resident located in said Premises, or other Premises under control of Owner. No right of storage is given by this Agreement. Owner shall not be liable for non-delivery or misdelivery of messages nor shall Owner be liable for and this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due Resident, caused by strike, riot, orders of public authorities, acts of other residents, accident, the making of necessary repairs to the building of which said Premises are a part, or any other cause beyond Owner's control.
19. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s) whether or not in actual possession of Premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised Premises caused or permitted by Residents, their guests and invitees.
20. **ROOF:** Nothing herein contained shall be construed to grant Resident any right to enter upon any portion of the roof of said Premises for any purposes whatsoever without Owner's prior written consent.
21. **ABANDONMENT:** Resident covenants that he/she will occupy the Premises continuously, except for normal vacation periods, and agrees that any absence therefrom for more than 14 days during any part of which time rent is delinquent shall be conclusively presumed to be an abandonment of the Premises (CC 1951.3).
22. **INSURANCE:** IT IS UNDERSTOOD BY RESIDENT AND ALL PARTIES THAT RESIDENT'S PERSONAL EFFECTS ARE NOT INSURED BY OWNER AND THAT RESIDENT SHOULD INSURE ALL PERSONAL PROPERTY WITH A RENTERS INSURANCE.
23. **SAFETY:** Resident understands that the Premises are not in a full security complex and that the Owner does not employ security personnel to patrol the Premises to provide for Resident's safety. Each Resident assumes the risk of residing on the Premises for themselves, their children, guests or invitees, without recourse against the Owner/Agent of the Premises. Owner does not take responsibility to mediate disputes between or among Residents and the obligation to resolve disputes with others on the Premises is accepted by Resident as one of the obligations of the tenancy.
24. **SMOKE AND CARBON MONOXIDE DETECTORS:** The Premises are equipped with Smoke Detection devices and Carbon Monoxide Detector devices hereinafter collectively referred to as "Detectors":
- Resident acknowledges that the Detectors were tested and their operation explained by Owner or Owner's Agent in the presence of the Resident at the time of initial occupancy and that the Detectors were in proper working order at the time.
 - Each Resident shall perform the Manufacturer's recommended test to determine if the Detectors are operating properly at least once a week.
 - Resident(s) must inform the Owner immediately, in writing, of any defect malfunction or failure of any Detectors.

- d. INITIAL ONLY IF ANY ARE BATTERY OPERATED____: By initialing as provided, each Resident understands that said Detectors is/are battery operated and it shall be each Resident's responsibility for each battery operated detector:
- 1) Ensure that the battery is in operating condition at all times;
 - 2) Replace the battery as needed (unless otherwise provided by law);
 - 3) If, after replacing the battery, the Detectors do not work, inform the Owner immediately in writing.
- e. If local law requires the Owner to test the Detectors, the Resident shall allow the Owner access to the Premises for that purpose.

25. **LEAD PAINT:** Initial and complete this section only if Premises were built before 1978. _____

LEAD WARNING STATEMENT. 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 and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER'S DISCLOSURE (*initial where appropriate*)

- ____ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in Premises. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in Premises.
- ____ Owner has knowledge of lead-based paint and/or lead-based paint hazards that are present in the Premises and has provided the Resident with all available reports and records pertaining to lead-based paint and/or lead-based paint hazards in Premises.

The following documents have been provided (*Resident(s) initial where appropriate*):

- ____ **MANDATORY BEDBUG NOTICE:** California law requires all Owner/Agents provide specific information about bedbugs to their residents. By initialing as provided Resident(s) acknowledge receipt of the Bedbug Notification Addendum attached hereto.
- ____ **FLOOD DISCLOSURE:** By initialing as provided Resident(s) acknowledge receipt of Flood Disclosure information.
- ____ **RESIDENT'S ACKNOWLEDGEMENT:** Resident has received copies of all information above. Resident has received the pamphlet "Protect Your Family from Lead in Your Home" and agrees to promptly notify Owner of any deteriorated and/or peeling paint.
- ____ **REAL ESTATE AGENT'S ACKNOWLEDGEMENT:** By initialing as provided, Real estate agent has informed the Owner of the Owner's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner

Resident

Owner's Agent/Real Estate Agent

Resident

Resident

Resident

26. **DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific 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.

27. **RENT CAP & JUST CAUSE** (check one)

- ☐ This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just-cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d) (5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following:
(1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or
(3) a limited liability company in which at least one member is a corporation.
- ☐ California Law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information. Landlord hereby expressly reserves the right to terminate a month to month tenancy to move owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents into the unit. This shall be deemed a no fault just cause reason for termination. Likewise, if a lease for a term greater than month to month, Landlord hereby expressly reserves the right to not renew the lease for purposes of moving an owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents into the unit.
- ☐ Tenancy has been for less than 12 consecutive months therefore exempt from just cause and rent.

28. **ATTACHMENTS:** By initialing as provided, Resident acknowledges receipt of those indicated attachments, copy(s) of which is/are attached hereto, and are incorporated herein as though fully set forth at length. Each Resident should initial each attachment.

☐ House Rules
(initial) _____

☐ Pet Addendum
(initial) _____

☐ Waterbed/Liquid Addendum
(initial) _____

☐ Satellite Dish/Cable TV
(initial) _____

☐ Move In/Move Out
(initial) _____

☐ Other Addendum (list names below)
(initial) _____

29. **ENFORCEABILITY:** The provisions herein shall be considered severable and the invalidity, partial invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions. This Agreement and any addenda contain the complete terms and conditions. No oral agreements have been entered into and all modifications or notices shall be in writing to be valid.

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

Dated this _____ day of _____, of the year _____.

Owner

Owner's Agent/Real Estate Agent

Resident

Resident

Resident

Resident



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

Form MI-004
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