

RESIDENTIAL LEASE
This is a Legally Binding document
PLEASE READ CAREFULLY

_____ California, on _____
CITY OF SIGNING DATE OF LEASE

_____, Landlord, and
NAME OF LANDLORD

NAME OF TENANT

The name address and phone number of the owner or person authorized manage and to receive notices and service of process is:

Name of owner or person authorized to manage property Address of Person authorized to manage and receive service of process

Phone number of person authorized to manage property

, **Tenant(s) agree as follows:**

1. **Property:** Landlord (leases/rents) to Tenant and Tenant hires from Landlord the **PREMISES** described as _____

2. **Terms:** _____
ADDRESS OF PROPERTY

- The term of the lease shall be for a period of _____ months, commencing on _____
and terminating on _____.
- Month to Month

3. **Rent:** Tenant agrees to pay to landlord the sum of _____ per month, payable on the _____
day of each month. Rental agreement commences on _____ 1st, 2nd, 3rd etc.

4. **Late Charges::** Tenant acknowledges that the late payment of rent to the Landlord may cause the landlord to incur costs and expenses which would otherwise be avoided, such as Loan fees, interest, accounting and collection expenses. Therefore Tenant agrees that if any installment of rent is not received within 5 calendar days of the due date, then tenant shall pay to landlord the sum of \$35.00, as a late charge which shall be deemed additional rent. Said late charge will be collected first out of any rent payment, with the balance of any payment going toward the most distant amount due. Tenant agrees that and acknowledges that this late charge constitutes a fair and reasonable estimate of the costs that Landlord may incur by reason of Tenant's late payments. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the past due amount, or prevent Landlord from exerting any right or remedies under this agreement, and/or provided by law.

5. **Payment:** The tenant shall be paid to Landlord or to landlord's designated agent at the following address.

6. **Security Deposit:** Tenant shall pay to Landlord the sum of _____, as and for a Security Dep
Landlord may use such amounts as may be reasonably necessary to remedy Tenant's Default in the payments of rent, to repair damages caused by Tenant or Tenant's guests or a licensee of the Tenant, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appurtenances beyond ordinary wear and tear. If used toward damages during the term of tenancy, Tenant agrees to reinstate said total security deposit upon five (5) days of Landlords service upon tenant of written notice, said service to be in person, or by mail. Said Notice shall bean itemization of all expenditures. Upon termination of the Tenancy, Landlord shall supply to tenant a complete accounting of all Security funds relieved, and the disposition of said funds. Said accounting shall be mailed within 21 days of the date Landlord receives possession of the premises.

7. **Utilities:** The tenant shall pay all utilities except the following, which shall be the responsibility of the Landlord:

8. **Any notice or process to be served on Landlord shall be served as follows:**

9. **Condition of the Premises:** The tenant has examined the premises and all furniture, furnishings and appliances, if any, and fixtures, including smoke detectors and accepts the same as been clean and in operable condition, and that no part or portion of the premises is lacking. Tenant has turned on the stove, furnace, and air conditioning (if applicable), and found all to be in good working order, with the following exceptions.

10. **Occupants:** The premises shall be used as the residence of the following named people, and for no other purpose.

11. **Pets:** No animal, bird or pet shall be kept within the dwelling, or on the property without the landlords written consent, with the following exception. _____

12. **Rules and Regulations:** Tenant agrees to comply, and to make sure tenant's guests comply with all reasonable rules and regulations with the owner may adopt, and serve from time to time, by delivery to the tenant, or by posting on the premises. Any violation of any rule or regulation shall be a breach of the lease.

13. **Maintenance:** Tenant shall property use and operate all appliances, electrical, gas and plumbing fixtures and keep them in a clean and sanitary condition. Tenant shall notify the owner of any and all damage to the premises and shall pay for all repairs or replacements caused by Tenant(s) or Tenants invitees and guests negligence or misuse of the property. In the event the damages is a result of ordinary, and normal wear and tear, Tenant shall notify the owner immediately, and any damage associated with tenants failure to notify owner shall be cured by Tenant.

14. **Use:** Tenant shall not disturb, annoy, endanger or interfere with other tenants of the building or neighbors, nor use the premises for any unlawful purpose, nor commit or allow the commission of waste or nuisance upon or about the premises.

15. **Alterations:** Tenant shall not paint, wallpaper, add or change the locks or make alterations to the property without the Landlord's written consent.

16. **Keys:** Tenant acknowledges receipt of _____ keys to the premises. In the event tenant finds it necessary to rekey the property, then tenant may do so at his/her own expense, and deliver a key to landlord upon installation..

17. **Assignment or Subletting:** Tenant shall not let or sublet any or all of the premises nor assign this agreement or any interest in it without the prior written permission of the landlord. Landlord shall not unreasonably withhold permission of sublet the premises.

18. **Entry by Landlord:** Upon not less of 24 hours notice, Tenant shall make the premises available to landlord, authorized agents, representatives, service personal or repairmen, to make necessary or agreed upon repairs, decorations, alterations or improvements or to supply necessary or agreed upon services, or to show the premises to prospective buyers, Real Estate Agents, prospective tenants or contractors. In the event of an emergency, Landlord or his authorized agent, or representative may enter the premises at any time without prior notice, and without prior permission of the tenant.

19. **Hold Over:** Tenant or tenant's guests or invitees shall not retain possession beyond the end of the term of this lease, and any such holding over will not create any leasehold or tenancy. and

20. **Attorney's Fees:** In the event any action is brought to enforce any provision of this lease then the prevailing party shall be entitled to reasonable attorney fees, and costs.

21. **Waiver:** The waiver of any breach shall not be construed to be a continuing waiver of any subsequent breach.

22. **Additional Terms and Condition:**

23. Rent shall be paid as follows:

Payment can in person as follows _____ payable to _____
be made by Mail addressed to _____
person or entity authorized to receive payment

Payment can be made between the hours of _____ and _____

Monday - Through Friday
 Other _____

By: Cash _____ address where payment is to be made _____
By: Cashiers Check _____ City, State, Zip _____
By: Money Order _____ Phone Number _____
By: Personal Check _____

24. **Entire Contract:** Time is of the essence. All prior agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement..

25 Acknowledgement: The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.

SIGNATURE OF LANDLORD OR AUTHORIZED AGENT _____ DATE _____ SIGNATURE OF TENANT _____ DATE

SIGNATURE OF TENANT _____ DATE

SIGNATURE OF TENANT _____ DATE