

# 30 DAY STANDARD RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called Lessor, and:

_____	_____/_____/_____
Full Name	Birth Date
_____	_____/_____/_____
Full Name	Birth Date
_____	_____/_____/_____
Full Name	Birth Date
_____	_____/_____/_____
Full Name	Birth Date

hereinafter called Lessee, witnesseth: Lessee hereby rents from Lessor, those certain premises located at:

\_\_\_\_\_ in the city of  
Address \_\_\_\_\_ Unit# \_\_\_\_\_  
\_\_\_\_\_, California, upon a month-to-month tenancy, commencing on  
the \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, at the monthly rental of \$ \_\_\_\_\_  
payable in advance to: \_\_\_\_\_ at:  
Name \_\_\_\_\_ ( ) \_\_\_\_\_  
Address, City, State, Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

on the \_\_\_\_\_ day of each month, payable unless changed by notice as hereinafter provided. (Should the term commence on a day other than the \_\_\_\_\_, Lessee shall pay a prorated amount of \$ \_\_\_\_\_ as and for the second month's rent.) Said premises shall be occupied for residential purposes only and FOR NO OTHER. No additional person shall occupy said premises, or any part thereof, without Lessor's prior written consent endorsed hereon.

## This Agreement is conditional upon, and subject to the following:

1. Failure of Lessee to pay the rent or other charges due hereunder or to comply with any of the covenants or conditions herein contained shall, at Lessor's option, forthwith terminate this Lease and Lessee's rights therein as provided by law. "AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A 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." CIVIL CODE 1785.26 (c)(2).
2. Lessee acknowledges that Lessor 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 Lessee fails to pay rent in full by the end of the \_\_\_\_\_ day after it is due, Lessee shall pay a late charge of \$ \_\_\_\_\_ as additional rent. If Lessor elects to accept rent after the late charge is incurred, payment in a form other than by personal check may be required. Lessor does not waive the right to insist on payment of rent in full on the day it is due. In the event Lessee's check is dishonored by the bank, Lessee shall pay a returned check charge of \$25 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Lessor may require future payments to be in a form other than a personal check in the event of a returned check.
3. Said tenancy may be terminated by either party on at least thirty (30) days written notice to the other, and Lessor shall have the right to change the terms of this Agreement by a similar notice in writing, of such change or changes (CC1946 & CC827). In the event of Lessee's failure to give such notice of intention to terminate, he/she shall be liable for another full term.
4. Upon demand by Lessor, Lessee 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.

5. Waiver by Lessor of a breach of any covenant will not be construed to be a continuing waiver of any subsequent breach. Lessor's receipt of rent with knowledge of Lessee's violation of a covenant does not wave his rights to enforce any covenant of this rental agreement.
6. Lessee agrees that he/she will not, without Lessor's consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any dog, cat, bird, or other animal.
7. Lessee agrees that he/she will not, without Lessor's consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any waterbeds, or liquid-filled furniture as proved under CC 1940.5.
8. Lessee agrees not to 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 tenant 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 Lessor, nor to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Lessor in writing.
9. Lessee agrees not to alter the premises whatsoever without Lessor's permission in writing.
10. Lessee shall pay for all utilities, services and charges, if any made payable by or predicated upon occupancy of Lessee, except: \_\_\_\_\_
11. Lessee 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 Renter'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, nor himself do any such thing; (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Renter shall be liable for the expense of any repair caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises nor wallpaper any portion thereof, nor repair any damage thereto, except with Owner's written consent before or after an Initial Inspection on termination per Civil Code Section 1950.5. Renter is obligated to do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by Owner in writing and to provide Owner with releases from such individuals evidencing full payment for any such repair or cleaning work. Renter 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.
12. Lessee shall not transfer his interest in or to this Agreement, nor shall Lessee 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.
13. If any legal action or proceeding be brought by either party of this Agreement, the prevailing party shall recover, in addition to all other relief, actual attorney's fees and costs (CC1717). **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, LESSOR AND LESSEE HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.** Notice upon Owner may be served upon: \_\_\_\_\_  
at: \_\_\_\_\_, CA \_\_\_\_\_. This person is authorized to accept legal service on behalf of Owner.
14. Lessor 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, tenants, workmen or contractors or when any tenant 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 landlord shall give the tenant reasonable notice of intent to enter premises no less than 24 hours (CC1954). LESSEE AGREES NOT TO CHANGE ANY LOCK OR LOCKING DEVICE TO SAID PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, BUT LESSEE WILL ON DEMAND FURNISH LESSOR WITH HIS KEYS FOR THE PURPOSE OF MAKING DUPLICATES THEREOF.
15. Lessor 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 Lessee located in said premises, or other premises under control of Lessor. No right of storage is given by this Agreement. Lessor shall not be liable for non-delivery or mis-delivery of messages nor shall Lessor be liable for and

this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due Lessee, caused by strike, riot, orders of public authorities, acts of other lessees, accident, the making of necessary repairs to the building of which said premises are a part, or any other cause beyond Lessor's control.

16. The undersigned Lessee(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.
17. Nothing herein contained shall be construed to grant Lessee any right to enter upon any portion of the roof of said premises for any purposes whatsoever without Lessor's consent in writing first and obtained.
18. Lessee 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).
19. **IT IS UNDERSTOOD BY LESSEE AND ALL PARTIES THAT LESSEE'S PERSONAL EFFECTS ARE NOT INSURED BY LESSOR AND THAT LESSEE SHOULD INSURE ALL PERSONAL PROPERTY WITH A RENTERS INSURANCE POLICY.**

20. Lessee shall deposit with owner, as a Security Deposit, \$\_\_\_\_\_. (Total of all deposits not to exceed two (2) months rent for an unfurnished or three (3) months for furnished unit.) Lessor may claim (withhold) of the Security Deposit only such amounts as are reasonable necessary to remedy Lessee defaults as follows:
  - a. Any Renter default under the Rental Agreement;
  - b. Cleaning of the Premises;
  - c. Repair of any damage thereto; or
  - 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 Lessee has vacated the premises, the Lessor shall furnish the Lessee 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 Lessee. (CC1950.5)

21. The premises are equipped with Smoke Detection device(s) and:
  - a. Lessee acknowledges that the Smoke Detector(s) was tested and its operation explained by Lessor or Lessor's Agent in the presence of the Lessee at the time of initial occupancy and that the Smoke Detector(s) were in proper working order at the time.
  - b. Each Lessee shall perform the Manufacturer's recommended test to determine if the Smoke Detector(s) is/are operating properly at least once a week.
  - c. INITIAL ONLY IF BATTERY OPERATED \_\_\_\_\_: By initialing as provided, each Lessee understands that said Smoke Detector(s) and Alarm is a battery operated unit and it shall be each Lessee's responsibility to:
    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 Smoke Detector(s) do not work, inform the Lessor immediately in writing.
  - d. Lessee(s) must inform the Lessor immediately, in writing, of any defect malfunction or failure of any detector(s).
  - e. If local law requires the Lessor to test the Smoke Detector(s), the Lessee shall allow the Lessor access to the premises for that purpose.

22. 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 known lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.*

**LESSORS DISCLOSURE (initial where appropriate)**

\_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.

\_\_\_\_\_ Lessor has knowledge of lead-based paint and/or lead-based paint hazards that are present in the premises and has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. The following documents have been provided:

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**LESSEE'S ACKNOWLEDGMENT**

\_\_\_\_\_ Lessee has received copies of all information above. Lessee has received the pamphlet "Protect Your Family From Lead In Your Home" and agrees to promptly notify lessor of any deteriorated and/or peeling paint.

**REAL ESTATE AGENT'S ACKNOWLEDGMENT** (initial if agent involved)

\_\_\_\_\_ Real estate agent has informed the lessor of the lessor'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.

_____	_____
Lessor	Lessee
_____	
Lessor's Agent/Real Estate Agent	

23. ATTACHMENTS: By initialing as provided, Lessee 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 Lessee should initial each attachment.
- |   |       |  |       |
|---|-------|--|-------|
| <input type="checkbox"/> House Rules            | _____ | <input type="checkbox"/> Satellite Dish/Cable T.V. | _____ |
| <input type="checkbox"/> Pet Agreement          | _____ | <input type="checkbox"/> Move in/ Move out         | _____ |
| <input type="checkbox"/> Waterbed/Liquid Filled | _____ | <input type="checkbox"/> Addendum                  | _____ |

24. In addition to all sections above, the following terms are added to this agreement::

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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](http://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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_

_____	_____
Lessor	Lessee
_____	_____
Lessor's Agent/Real Estate Agent	Lessee
	_____
	Lessee
	_____
	Lessee