

RESIDENTIAL LEASE AGREEMENT

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This Residential Rental Agreement (“Agreement”) is entered into by and between _____ (“Tenant”), and _____ (“Landlord”). Landlord and Tenant are collectively referred to in this Agreement as the “Parties”. This Agreement shall be effective as of the date executed by Landlord, as set forth below.

For the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. PREMISES:** The leased premises shall be comprised of that certain personal residence (including both the house and the land) located at _____ (“Premises”). Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord on the terms and conditions set forth herein.
- 2. TERM:** The term of this Agreement shall be a period of one (1) year, beginning on _____, _____, and ending on _____, _____. Any holding over after the expiration or earlier termination of the term without Landlord’s prior written consent shall be a default of this Agreement and shall not be construed to be a tenancy from month to month, unless Tenant pays and Landlord accepts payment of rent for the next full calendar month (plus, if the term ends on a day other than the last day of the month, rent for the remainder of the month during which the term ends). If such payment of rent is so paid and accepted, this Agreement will automatically renew on a month to month basis, and will continue as such until terminated by either party in accordance with the following: written notice of termination is to be given by either party at least thirty (30) days before the designated date of termination, and the designated date of termination shall be the last day of a calendar month. If notice of termination is given, this Agreement shall terminate on the date for which notice is properly given. Except as otherwise set forth in this Agreement, all of the terms and conditions of this Agreement shall apply during any month to month tenancy.
- 3. MONTHLY RENT:** The rent to be paid by Tenant to Landlord throughout the term of this Agreement is \$_____ per month and shall be due on the 1st day of each month. Tenant shall pay a **\$50.00** late fee for any rent not received by Landlord by the fifth (5th) day of the month. Tenant shall pay any returned check fees. All delinquent rents or other expenses due from Tenant shall accrue interest at the rate of 15% per year until paid. All interest shall be

deemed additional rents. Rent for the first month (or, if applicable, partial month) of the term shall be paid to Landlord at the time this Agreement is executed. Rent for any partial month shall be prorated. Tenant shall not deduct or offset against rent unless expressly permitted by applicable law.

4. **UTILITIES:** To the extent permitted by applicable utility service providers, Tenant shall transfer all utility accounts into Tenant's name promptly upon taking possession of the Premises. Tenant shall pay, prior to delinquency, for all utilities (including, without limitation, gas, electricity, water, sewer and trash), and for cable, internet and other similar services to the Premises, as applicable, regardless of whose name the accounts are in. Landlord makes no representation or warranty as to any utilities or services and shall not bear any responsibility or liability in connection with such utilities or services, including but not limited to liability for service interruptions.
5. **HOUSE RULES:** There shall be no smoking anywhere within the house, garage or any other structure located at the Premises. Tenant shall not permit any occupant, guest or invitee to violate this rule. The only use of the Premises shall be as a private residence. Other than Tenant's immediate family members, no other persons shall reside in the Premises without the written consent of Landlord. Up to three guests shall be permitted to stay at the Premises, but not for more than seven days without prior written approval of Landlord. No pets shall be brought or allowed on the Premises without the prior consent of Landlord, in Landlord's sole discretion. Pet privileges, if granted, may be revoked at any time by Landlord if cleanliness or property damage issues arise. Tenant shall not keep or have at or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion at or around the Premises or that might result in increased premiums or otherwise be considered hazardous by an insurance company. Tenant shall not cause or permit any lien or encumbrance to be filed or recorded against the Premises. Tenant, its occupants, guests and other invitees shall not behave in any manner that is unlawful, disorderly or that disturbs the neighbors or other persons. A copy of the additional house rules and regulations, if any, has been provided to Tenant. Tenant shall abide by, and shall cause Tenant's family members, occupants, guests and other invitees to abide by all house rules, which are incorporated herein by reference and hereby made part of this Agreement. Tenant shall be solely responsible and liable for the conduct of all of Tenant's occupants, guests and other invitees.
6. **ORDINANCES AND STATUTES; CC&RS; SUBORDINATE; LEAD PAINT:** Tenant shall comply with all applicable laws, codes, and regulations of all municipal, State and Federal authorities. Tenant shall be subject to and shall comply with all rules and regulations set forth in any Covenants, Conditions and Restrictions ("CC&Rs") or other similar documents affecting the Premises, copies of which have been provided to Tenant, if applicable. This Agreement is and shall be subordinate to the lien of any mortgage now or hereafter in effect with regard to the Premises.

To Landlord's knowledge, this house was built before 1978. By signing this Agreement, Tenant acknowledges that it has received the Lead-Based Paint Disclosure and Pamphlet provided by Landlord pursuant to law.

7. **MAINTENANCE AND REPAIRS:** Tenant has had the opportunity to inspect the Premises and accepts the same "as-is" and as being in good order, condition and repair. Tenant shall be responsible, at Tenant's expense, for maintaining the Premises in a clean, orderly manner, and shall maintain all equipment, fixtures, appliances, furniture, furnishings and any other personal property therein in good, clean, well maintained condition, and shall surrender the same (unless owned by Tenant), at termination, in the same condition as they were in when Tenant took possession thereof, normal wear excepted. Tenant shall also be responsible for maintaining the exterior, including the yard and any landscaping, in a reasonably neat, clean and attractive condition, including without limitation mowing the lawn, if any, and removing weeds. Tenant, at Tenant's cost, shall maintain the Premises free from, and shall eliminate, any pest infestation (including without limitation cockroaches and mice). Tenant shall be responsible, at Tenant's cost, for all repairs required as a result of damages caused by Tenant or Tenant's occupants, guests or other invitees. Tenant shall not remove the Landlord's fixtures, furniture, furnishings and/or any other personal property (including, without limitation, the following: _____), if any, from the Premises for any purpose. Any maintenance or repairs not performed by Tenant as required by this Agreement, may, in Landlord's discretion (but without any obligation to do so), be performed by Landlord. If so performed by Landlord, Tenant shall reimburse Landlord for the cost of such work within ten (10) days after written notice, which amount shall be considered additional rent. Tenant shall notify the Landlord immediately if Tenant becomes aware of any water leaks or other conditions that may pose a risk of damage to the Premises or any other property.

8. **ENTRY AND INSPECTION:** Tenant shall permit Landlord, or Landlord's agents, to enter the Premises at reasonable times and upon reasonable (not less than 24 hours) notice for the purpose of inspecting the Premises or showing the same to prospective purchasers, or for making repairs to the Premises pursuant to this Agreement. In the case of emergency, no notice shall be required. If a repair is necessary for which Landlord is responsible under this Agreement, Tenant shall give notice thereof to Landlord in a timely manner.

9. **DEPOSIT:** At the signing of this Agreement, Tenant shall deposit with Landlord a security deposit in the amount of \$ _____ as security for the performance by Tenant of all of the terms and conditions of this Agreement (including without limitation the payment of rent and surrendering the Premises to Landlord in clean condition and good repair) and for any damages caused by Tenant, or Tenant's occupants, guests and other invitees, throughout the term, other than reasonable wear and tear. Landlord may use part or all of the security deposit to repair any such damage to the Premises, and if the cost thereof exceeds the amount of the security deposit Tenant shall remain liable for any balance. The security deposit shall not be applied toward or deducted from any rent due under this Agreement, unless elected by Landlord, in Landlord's sole discretion. A portion of the security deposit, in the amount of \$ _____, shall be non-refundable, and shall be applied toward Landlord's costs of

preparing the Premises for occupancy by others. Except as otherwise provided in this Agreement, the security deposit shall be refundable.

10. **ATTORNEY'S FEES:** In the event action is taken by either party to enforce this Agreement, or to enforce any rights arising out of the breach of this Agreement, or to evict Tenant, guests, or other occupants; the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees and collection costs, with or without suit.
11. **WAIVER:** No delay or failure of Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of Landlord's right to the entire amount due.
12. **SEVERABILITY:** Should any provision of this Agreement be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.
13. **NOTICES:** All notices shall be given by mailing the same, postage prepaid, to Tenant at the Premises or to the Landlord at the address shown below Landlord's signature or at such other places as may be designated by a party in writing.
14. **LANDLORD SHALL NOT BE LIABLE:** Landlord shall not be liable for any damages or losses to Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, damage or claims of any type due to the actions of Tenant, its occupants, guests or other invitees resulting in damage to any person or property. Landlord shall not be liable for personal injury or damages or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) due to theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever, including the negligence of Landlord, whether occurring at the Premises, or within or about the exterior yard area located at the residence. Tenant shall secure renter's insurance to protect Tenant against liabilities and occurrences. Landlord will not be responsible to provide any services such as moving vehicles, handling furniture, cleaning, delivering packages, or any other services.
15. **DEFAULT BY TENANT:** Landlord may, upon written notice to Tenant, terminate this Agreement and Tenant's right to occupancy of the Premises if any one of the following conditions of default occur: (1) Tenant fails to pay rent or any other charges due under this Agreement within ten (10) days after the due date; (2) Tenant, or Tenant's occupants, guests or other invitees, violates any term or condition of this Agreement, Landlord's rules and regulations, the CC&Rs or applicable State and local laws and fails to cure the same within five (5) days after written notice thereof from Landlord (however in the event the same default occurs more than twice in any six month period, the third default may, at Landlord's election, be deemed a non-curable default); (3) Tenant abandons the Premises; (4) Tenant, or Tenant's occupants, guests or other invitees commits a crime at the Premises, or (5) Tenant,

or Tenant's occupants, guests or other invitees threaten to assault or use abusive language against Landlord. Landlord shall have all remedies at law and in equity in the event of Tenant's default.

16. **ABANDONMENT:** Abandonment shall have occurred if, (1) without notifying the Landlord, Tenant is absent from the Premises for 15 days while rent is due and Tenant's possessions have not been removed from the Premises, or (2) without notifying the Landlord, Tenant is absent for 1 day while rent is due and Tenant's possessions have been removed from the Premises.
17. **TIME:** Time is of the essence in this Agreement.
18. **SECURITY NOT PROMISED:** Notwithstanding anything herein to the contrary, the Parties hereby expressly acknowledge that the Premises (including both the interior and the exterior yard area) do not include any security system and are not to be considered a secure building or area which would subject Landlord to any degree of care. Tenant shall be solely responsible for the safekeeping of Tenant's property, and Landlord shall have no liability in connection therewith.
19. **NO ALTERATIONS:** Tenant shall not make any alterations to the Premises, including but not limited to painting, wallpapering, installing new locks, etc., without first obtaining prior written consent from the Landlord. Tenant may have pictures on walls but shall repair and paint all holes or other damage to walls. Tenant shall not install any appliances which attach to walls or structures, including satellite dishes, without Landlord's prior written consent.
20. **ILLEGAL ACTIVITY:** Tenant understands and agrees that this Agreement, and Tenant's occupancy rights, may be terminated immediately upon written notice, for any illegal activity conducted by Tenant, or by any occupant, guest or other invitee of Tenant whether or not such activity is cited by a police authority.
21. **RENTER'S INSURANCE:** Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss, and Tenant agrees that Landlord shall have no liability in connection with any such damage or loss. Tenant shall procure renter's insurance to protect the Tenant's property and for liability claims, and shall provide evidence thereof to Landlord upon Landlord's request.
22. **SMOKE DETECTORS:** Tenant shall inspect and certify that the Premises has a working smoke detector or detectors within three (3) days after taking possession thereof. If such detector(s) are not working Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping all smoke detectors in working order and with working batteries. Tenant shall not disable or alter such detector(s).
23. **MOLD WAIVER:** Tenant waives any and all claims against Landlord and further agrees that Landlord shall not be liable for any damages to Tenant or any property within the Premises resulting from mold or mildew. Tenant shall indemnify Landlord from any liability

related to mold or mildew resulting from damages to any person or property within the Premises as a result of or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Tenant or any occupant, guest or other invitee of Tenant.

- 24. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.
- 25. **JOINT AND SEVERAL:** If Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the jurisdiction in which the Premises is located.
- 27. **ENTIRE AGREEMENT:** This document constitutes the entire agreement and may be modified or amended only by written agreement signed by both Parties. There are no oral agreements between the Parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the dates set forth below.

This is a binding legal document. Tenant acknowledges reading all of this agreement carefully, and obtaining advice of counsel, if desired, before signing.

SIGNED:

Landlord:

Date:

Address: _____

Phone: _____

Tenant:

Date:

Phone: _____