

Lease Agreement

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

Owner _____

Agent for Rent & Notices _____ (Name)
_____ (Address)
_____ (Phone & Email)

Tenants _____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)

Premises _____ (Address)

Rent \$ _____ per month payable in advance on the _____ day of each month.

Parking Parking space assigned _____. Monthly charge \$ _____, payable with monthly rent.

Storage Storage space assigned _____. Monthly charge \$ _____, payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT) Personal check Cashier's check or money order Cash

Security Deposit \$ _____.

Late Charge \$ _____ if Owner does not receive rent in full within _____ days after the due date.

Returned Payment \$ _____ in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The term of this Agreement is for _____ beginning on _____ and ending on _____.
(Term) (Date) (Date)

At which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.

Pets Approved pets _____.

Owner's Utilities Owner pays for _____.

Tenant's Utilities Tenant pays for _____.

Appliances & Fixtures Owner provides _____.

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page _____ (Tenant initials)

Lease Agreement

Possession	If Owner is unable to deliver possession of the Premises at the beginning of the Term, Tenant will have the right to terminate this Agreement upon proper notice as required by law. Owner will not be liable for any resulting damage. If Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
Rent	Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
Late Payments	Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
Returned Payments	Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
Individual Liability	Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
Failure to Pay	As required by law, Tenant is 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, such as your obligations under the terms of this Agreement.
Security Deposit	Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within twenty-one (21) days after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.
Subletting	<p>Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.</p> <p>In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.</p> <p>No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.</p>
Parking	<p>The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.</p> <p>Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.</p>
Storage	Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page _____ (Tenant initials)

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Condition of Premises	Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
Appliances and Fixtures	Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
Pets	<p>Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.</p> <p>Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.</p>
Trash	Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
Owner's Access	California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
Extended Absences	Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
Quiet Enjoyment	Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
Repairs and Alterations	<p>Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.</p> <p>Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.</p>
Financial Responsibility	Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
Water-filled Furniture	No waterbed or other item of water-filled furniture will be kept on the Premises.
Smoke Detectors	The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.
Attorney Fees	In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

I have reviewed this page _____ (Tenant initials)

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Megan's Law Pursuant to Section 290.46 of the California 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. 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 the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By:

Owner or Agent	Date	
Tenant	Date	Tenant
Tenant	Date	Date
Tenant	Date	Date
Tenant	Date	Date

Receipt

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ _____

Rent: \$ _____ for the period _____ to _____

Other: \$ _____ for _____

Total received: \$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
Form Lease Agreement© (11/11)



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure *(Owner to initial and check appropriate boxes)*

(a) Presence of lead-based paint or lead-based paint hazards *(check one below)*:

Known lead-based paint and/or lead-based paint hazards are present in the housing *(explain)*:

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Owner *(check one below)*:

Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing *(list documents below)*:

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment *(Tenant to initial as acknowledgement)*

(c) Tenant has received copies of all information, if any, listed above.

(d) Tenant has received the pamphlet, "Protect Your Family from Lead in Your Home."

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By:

Owner or Agent

Date

Tenant

Date

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

	Condition on Move-in					Condition before Move-out					Condition on Move-out					Estimated cost of repair or replacement from pre-move-out inspection
	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	
LIVING & DINING ROOMS																
Floor																
Walls & Ceilings																
Windows & Doors																
Electrical Outlets & Fixtures																
KITCHEN																
Floor																
Walls & Ceilings																
Windows & Doors																
Cabinets & Counters																
Stove & Oven																
Refrigerator																
Sink, Plumbing, Disposal																
Electrical Outlets & Fixtures																
BATHROOM ONE																
Floor																
Walls & Ceilings																
Windows & Doors																
Bathtub & Shower																
Sink, Counter & Cabinets																
Toilet																
Mirror & Towel Rods																
Electrical Outlets & Fixtures																
BATHROOM TWO																
Floor																
Walls & Ceilings																
Windows & Doors																
Bathtub & Shower																
Sink, Counter & Cabinets																

I have reviewed this page _____ (Tenant initials)

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

	Condition on Move-in					Condition before Move-out					Condition on Move-out					Estimated cost of repair or replacement from pre-move-out inspection
	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	
Toilet																
Mirror & Towel Rods																
Electrical Outlets & Fixtures																
BEDROOM ONE																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM TWO																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM THREE																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM FOUR																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																

I have reviewed this page _____ (Tenant initials)

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

OTHER AREAS																		
Hall & Hall Closets																		
Exterior Doors & Locks																		
Garage																		
Deck or Balcony																		

Other comments and explanations:

Checklist completed before moving in:

By:

Owner or Agent

Date

Tenant

Date

Checklist completed on pre-move-out inspection:

By:

Owner or Agent

Date

Tenant

Date

Checklist completed after moving out:

By:

Owner or agent

Date

Tenant

Date

I have reviewed this page _____ (Tenant initials)