

# RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

THIS FORM FOR USE  
IN CALIFORNIA ONLY

Real Estate Forms  
Since 1966



**AGENCY RELATIONSHIP CONFIRMATION.** The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (If no agency relationship insert "NONE"):

LISTING AGENT: \_\_\_\_\_ is the agent of (check one):

(Print Firm Name)

the Owner exclusively; or  both the Tenant and the Owner.

LEASING AGENT: \_\_\_\_\_ (if not the same as the Listing Agent) is the agent of (check one):

(Print Firm Name)

the Tenant exclusively; or  the Owner exclusively; or  both the Tenant and the Owner.

**Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form (such as P.P. Form 110.42 CAL) required by law if the term exceeds one year.**

RECEIVED FROM \_\_\_\_\_, hereinafter referred to as Tenant, the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars), evidenced by \_\_\_\_\_, as a deposit. Upon acceptance of this Agreement, the Owner of the premises, will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____ .	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent) . . . .	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b> . . . . .	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

In the event this Agreement is not accepted by the Owner, **within** \_\_\_\_\_ **days**, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of California, commonly known as \_\_\_\_\_,

upon the following **terms and conditions**:

1. **TERM.** The term will commence on \_\_\_\_\_, and continue (**check one of the two following alternatives**):  
 LEASE until \_\_\_\_\_, for a total rent of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars).  
 RENTAL on a month-to-month basis, until either party terminates this Agreement by giving the other party written notice as required by law.
2. **RENT.** Rent will be \$ \_\_\_\_\_, per month, payable in advance by personal check, cashier's check, cash or money order, on the \_\_\_\_\_ day of each calendar month to Owner or his or her authorized agent, by mail or personal delivery to the following address: \_\_\_\_\_  
 or at such other place as may be designated by Owner in writing from time to time. Payment by personal delivery may be made (check one):  Monday through Friday, 9:00 a.m. to 5:00 p.m., or  at the following times: \_\_\_\_\_  
 In the event rent is not received by Owner in full **within** \_\_\_\_\_ **days** after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a **late charge** of \$ \_\_\_\_\_. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. **MULTIPLE OCCUPANCY.** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
4. **UTILITIES.** Tenant will be responsible for the payment of all utilities and services, except: \_\_\_\_\_, which will be paid by Owner.
5. **USE.** The premises will be used exclusively as a residence for no more than \_\_\_\_\_ persons. Guests staying more than a total of \_\_\_\_\_ days in a calendar year without written consent of Owner will constitute a violation of this Agreement. Tenant shall park operable automobiles in assigned spaces only. Trailers, boats, campers, and inoperable vehicles are not allowed without the written consent of Owner. Tenant may not repair motor vehicles on the leased premises.
6. **ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except \_\_\_\_\_.
7. **RULES AND REGULATIONS.** In the event that the premises is a portion of a building containing more than one unit, or is located in a common interest development, Tenant agrees to abide by all applicable rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will

Tenant [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] has read this page.

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Property Address \_\_\_\_\_

pay any penalties, including attorney fees, imposed by homeowners' association for violations by tenant or tenant's guests.

- 8. ORDINANCES AND STATUTES.** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.
- 9. ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
- 10. MAINTENANCE, REPAIRS, OR ALTERATIONS.** Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, including all electrical, gas and plumbing fixtures, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements, caused by Tenant's negligence and that of the tenant's family, invitees, and guests, except ordinary wear and tear. Verification of the working order and the maintenance of the smoke detector is the responsibility of the Tenant. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. **It is understood that Owner's insurance does not cover Tenant's personal property.**
- 11. INVENTORY.** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Tenant acknowledges receipt of \_\_\_\_\_ sets of keys, \_\_\_\_\_ garage door openers, other: \_\_\_\_\_
- 12. DAMAGES TO PREMISES.** If the premises are damaged by fire, earthquake or other casualty which renders the premises totally or partially uninhabitable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.
- 13. ENTRY AND INSPECTION.** Owner and owners agents will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, inspect the condition of the property, show the premises to prospective or actual purchasers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior written notice to Tenant including the date, approximate time, and purpose of entry.  
If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the owner or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale. At the time of entry, the Owner or agent shall leave written evidence of the entry inside the unit.
- 14. INDEMNIFICATION.** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.
- 15. PHYSICAL POSSESSION.** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered **within \_\_\_\_\_ days** of the commencement of the term in Item 1.
- 16. DEFAULT.** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than **three (3) days written notice** of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.  
In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

Tenant [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] has read this page.

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Property Address \_\_\_\_\_

Tenant \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Tenant \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Tenant \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Tenant \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

**The undersigned Owner accepts the foregoing offer and agrees to lease the premises on the terms and conditions set forth above.**

Owner \_\_\_\_\_  
(Signature of Owner or Authorized Agent)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Owner \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Receipt for deposit acknowledged by \_\_\_\_\_ Date \_\_\_\_\_

Tenant acknowledges receipt of a copy of the accepted lease on (date) \_\_\_\_\_

[ ] [ ] [ ] [ ]  
initials

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