



# LEASE AGREEMENT

(Minimum Term)

**LANDLORD(S):** \_\_\_\_\_

**TENANT(S):** \_\_\_\_\_

**PREMISES:** \_\_\_\_\_  
*(Street Address, Unit #, City, State, Zip Code)*

Landlord and Tenant agree that Tenant's performance of and compliance with each of the terms contained in this Lease Agreement, and with Landlord's House or Pool Rules (if any) which are incorporated herein by reference, constitute a condition on Tenant's right to occupy the Premises. Any failure of compliance or performance by the Tenant shall allow Landlord to forfeit Tenant's right to possession. All persons designated as "Tenant" are jointly and severally liable for all "Tenant" obligations. Rent is due for the entire term and for any holdover period.

**TERM:** From and including: \_\_\_\_\_ to and including: \_\_\_\_\_  
*(MM/DD/YYYY) (MM/DD/YYYY)*

A. Rent Start Date: \_\_\_\_\_  
*(MM/DD/YYYY)*

K. Occupant(s): \_\_\_\_\_  
\_\_\_\_\_

B. Rent per Month: \$ \_\_\_\_\_

C. Day of Month Rent Due: \_\_\_\_\_

D. Late Rent Fee: \$ \_\_\_\_\_

L. Added per Occupant Rent: \$ \_\_\_\_\_

E. Returned Check Charge: \$25 for first check passed on insufficient funds and \$35 for each subsequent check

M. Landlord's Personal Property: \_\_\_\_\_  
\_\_\_\_\_

F. Security Deposit: \$ \_\_\_\_\_

N. Animals: \_\_\_\_\_

G. Landlord Paid Utilities: \_\_\_\_\_

H. Parking Space (License # / Space #): \_\_\_\_\_

O. Inspection Consent (Check One):

Yes  No

I. Storage Space: \_\_\_\_\_

P. Required Notices: "Service of Notices" below.

J. Maximum Occupancy: \_\_\_\_\_ persons

**RENT:** All rent payments shall be made payable to: \_\_\_\_\_ and delivered to the following person(s): \_\_\_\_\_

located at \_\_\_\_\_,  
telephone number: \_\_\_\_\_. Days and times on which rent is to be paid:

**SERVICE OF NOTICES:**

- **MANAGER:** The name, telephone number, and usual street address at which personal service of the manager shall be given:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

- **LANDLORD:** The name, telephone number, and usual street address at which personal service of the Landlord shall be given:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**LEAD:** 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, Landlords must disclose the presence of known lead-based paint hazards in the housing premises. Also, Tenant must receive a federally approved pamphlet on lead poisoning prevention. (Check and Initial for All That are Applicable):

Agent's Initials: _____ _____	<input type="checkbox"/> Agent's initials mean Agent has informed Landlord of Landlord's obligation to disclose any known facts about lead based paint on the property under 42 USC 4852D and is aware of his/her responsibility to ensure compliance.
Landlord's Initials: _____ _____	<input type="checkbox"/> Landlord's initials mean the Premises were built before 1978. <input type="checkbox"/> Landlord's initials mean Landlord has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Landlord has no reports or records pertaining to lead based paint in or on the Premises. <input type="checkbox"/> Landlord's initials mean Landlord has information about lead in or on the Premises which is disclosed on the attached lead-based paint disclosure form and has provided Tenant with all available reports and records.
Tenant's Initials: _____ _____	<input type="checkbox"/> Tenant's initials indicate that Tenant has received copies of all information listed above and has received the pamphlet entitled "Protect Your Family from Lead In Your Home" and Tenant shall notify Landlord promptly in writing of any deteriorating and/or peeling paint. <input type="checkbox"/> Tenant's initials indicate that Tenant has received copies of the California Department of Public Health booklet, "Information on Dampness and Mold for Tenants in California."

The parties who have initialed above have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**CHEMICALS:** (Check and Initial if Applicable):

Tenant's Initials:  _____  _____	<input type="checkbox"/> Tenant's initials indicate that Tenant has received a copy of a "chemicals used notice" from Landlord's pest control company (Civil Code 1940.8) which must be provided to tenant if, and only if, there is a written pest control contract in effect.
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**1. Rent / Late Rent Fee:** Should the Rent Start Date (Section A) be other than the first day of the month, Landlord may prorate the rent to the first day of the succeeding month. Tenant shall pay Landlord the rent due for each rental month in advance, on the date and in the amount set out in Sections B and C, plus, after required notice, any additional fees, taxes or assessments authorized for pass-through to Tenant. If Tenant fails to pay any rent as and when due, Tenant shall pay a (one-time per such unpaid amount) Late Charge as set out in Section D. This Late Charge does not extend the Rent Due Date or create a grace period: (Check and Initial if Applicable):

Tenant's Initials:  _____  _____	<input type="checkbox"/> Tenant's initials constitute acknowledgment that said late charge constitutes a reasonable effort by the parties to estimate fair compensation inasmuch as it would be impractical or extremely difficult to fix the actual damage caused by and Tenant's default. If Tenant's check is returned "NSF," Tenant shall pay a Returned Check Charge set out in Section E and Landlord may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge are payable on Landlord's demand and non-payment shall constitute a breach of this Rental Agreement.
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**A. Rent Acceptance:** Landlord may apply any payment made by Tenant to any obligation of Tenant hereunder, notwithstanding any dates or other direction from Tenant indicated on any such payment. Any action by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or other payment. In the event of roommates, or more than one Tenant, Tenant acknowledges and agrees that rent shall be paid with a single payment and that it is up to Tenant to collect the funds necessary to submit a single rent payment. If payment by mail is allowed, Tenant bears the risk of loss or delay of any payment made by mail and Landlord must receive mailed rent payments on or before the due date, except as otherwise provided by law. In absence of prior written agreement, rent tendered by a third party for Tenant's benefit will not be accepted. If accepted, it is accepted without creating any new tenancy with the third party or be construed as a waiver of this provision. If Tenant pays online or by direct deposit, such payment shall be deemed to come from Tenant regardless of the source of the payment. Payment online or by direct deposit may be rejected refunded by Landlord during the pendency of any legal action, or in anticipation of legal action and any payment so refunded is not deemed accepted. Failure or refusal by Tenant to cash Landlord's rent refund check shall not create acceptance of rent by the Landlord.

**B. Payment Method:** The Landlord may refuse the payment methods listed in the paragraph

entitled "RENT," above, as the form of payment to cure a Three-Day Notice to Pay Rent or Quit; to make good a check refused by the bank for insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Landlord may demand or require cash as the exclusive form of payment of rent or security deposit if the Tenant has previously attempted to pay the rent with a check drawn on insufficient funds or the Tenant has stopped payment on a check, draft, or money order. If the Landlord chooses to demand or require cash payment under these circumstances, the Landlord shall give the Tenant a written notice stating that the payment instrument was dishonored and informing the Tenant that future rent payments must be paid in cash for a period determined by Landlord, not to exceed three months. Said notice will include a copy of the dishonored payment.

C. In the event of permitted roommates or other allowed multiple occupancy situation, Tenant agrees that Rent shall be paid with a single payment and that it is up to Tenant to collect individual payments in order to submit a single payment of Rent to Landlord. If payment of rent by mail is permitted, Tenant agrees that he / she bears the risk of loss or delay of any payment made by mail and that Landlord must receive all rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Landlord will accept payments of Rent only from Tenant. Landlord may require a separate, signed acknowledgement for each rent payment made by a third party. Any Rent paid by a non-resident, third party will be considered rent paid on behalf of Tenant only and not on behalf of the non-resident, third party. If Landlord elects to accept payment that does not comply with this paragraph, such acceptance does not constitute a waiver of this provision. In the event Tenant pays rent online or by direct deposit, such payment will be deemed to have come from Tenant regardless of the source of such payment. Payment of online rent or direct deposit may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Failure of Tenant to cash any refund check provided by Landlord shall not defeat Landlord's rejection of the rent being refunded.

## **2. Security Deposit:**

A. Tenant shall pay to Landlord the total Security Deposit set out in Section F to secure Tenant's compliance with all terms of this Rental Agreement and Landlord's Rules and Regulations. In addition to the first month's rent, Landlord may demand a security deposit equal to one time the monthly rent. (For landlords who own no more than two residential rental properties that collectively include no more than four total units for rent, the limit is two times the monthly rent, but only if the landlord is a natural person or a limited liability company in which all members are natural persons.) No portion of the Security deposit shall be deemed rent for any rental month unless Landlord so elects in writing, nor shall it constitute a measure of Landlord's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Tenant totally vacates the Premises, the Security Deposit shall be returned (mailed by first class mail, postage pre-paid, to Tenant's last known address) by check made payable to all those designated as "Tenant" jointly, whether or not one or more have vacated previously, less the amount(s) used for the purpose(s) specified in Civil Code Section 1950.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction there from. If the Security Deposit is insufficient for any such authorized purpose, Landlord may collect the deficiency from Tenant. With Landlord's consent, Tenant may make the Security Deposit by installment payments. Failure to pay any Deposit Installment when due shall constitute a default. Tenant agrees that Landlord may deduct from the Security Deposit the amount necessary to compensate Landlord for: (a) Any Tenant default under this Lease 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, as may be set out in a Security Deposit Agreement.

**B. Assembly Bill 414 Disclosure:** If the security or rental payments from the tenant are made electronically, the remainder of the security shall be returned electronically, unless the parties hereto agree otherwise in writing. Owner and Renter agree that Owner shall return the remainder of the security by the following method (Check All That Apply):  personal delivery,  by a check made payable to the Renter and mailed to an address provided by Renter by first-class mail, postage prepaid or if no forwarding address is provided by Renter to Renter's last known address,  electronically to a bank account or other financial institution designated by the Tenant in writing, or  by other electronic or virtual method available to the Landlord specified as follows: \_\_\_\_\_

to which method Renter hereby agrees. This box is checked  if Renter further agrees that the itemized statement referred to above by either email to an email account provided by the tenant or mail by first-class mail, postage prepaid, to an address provided by the tenant.

**3. Utilities:** Tenant shall pay for all utilities supplied to the Premises except those set out in Section G. Failure to place the utilities Tenant is responsible for in Tenant's name or disconnection of utilities due to non-payment is a material violation of this Lease Agreement. Landlord is authorized to get notice from any utility company of any default in payment by Tenant. If Landlord is charged with any such amount, Landlord may recover it from Tenant or deduct the same from the Security Deposit as unpaid rent or damages. Tenant(s) shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Tenant as additional rent.

**4. Parking/Storage Rules:** If Tenant is assigned a parking space on Landlord's property, set out in Section H, Tenant shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Tenant shall not park, or allow anyone else to park, in any other space on Landlord's property. Tenant shall not assign or sublet any such parking space and Landlord may have unauthorized vehicles towed away. The parking area may not be used for storage without prior written permission. Tenant agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. Tenant shall refrain from parking in unauthorized areas, posted and designated fire zones or "No Parking" areas or in another Tenant's designated parking space. Vehicles parked in unauthorized areas or in another Tenant's space may be towed away at the vehicle Owner's expense. Upon seven (7) days written notice to Tenant, Landlord may terminate Tenant's parking privilege or change the size and/or location of Tenant's parking space or storage space described in Section I. No storage outside of the Tenant's unit is authorized, permitted, or provided under this Lease. Tenant agrees to keep personal property inside the Premises, without Landlord's prior written consent. Tenant shall not store gasoline, cleaning solvent or other flammable liquids in the Premises.

**5. Named Tenant/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number set out in Section J, unless required by law, nor by any person other than the Occupant(s) set out in Section K without the advance written consent of the Landlord and at the additional rent set out in Section L or prescribed by law. Tenant's right to possession shall not be assigned nor sublet. Any listing of the Premises on a short-term rental website and/or sub-letting the Premises on a short-term basis shall constitute a material breach of this Lease Agreement. Only those listed as a Tenant are tenants and have tenancy rights. Any inhabitant who is not a Tenant is not a

tenant. Any such inhabitant, including any minor child who has become an adult while occupying the Premises, still in possession of the Premises at the end of the tenancy or when the unit is vacated by the last Tenant, will be considered a subtenant not approved by the Landlord. Except as otherwise provided by prior written agreement, any "guests" or other person who is not listed as a Tenant or Occupant in this Lease is deemed a Guest. A Guest may not stay on the Premises for more than \_\_\_\_\_ consecutive days, or a total of \_\_\_\_\_ days in a twelve (12)-month period without the prior written consent of Landlord. Tenant is responsible for any violation of this Lease by any such Guest.

**6. Good Condition Receipt:** Tenant has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment provided by Landlord and set out in Section M, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS" and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Landlord's copy of this Lease Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Landlord shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Tenant's expense. Upon termination of the tenancy, Tenant shall return the Premises to Landlord in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Tenant's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Tenant acknowledges that no representation as to the condition or repair of the Premises, or as to Landlord's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Tenant unless noted on Landlord's copy of this Lease Agreement. Tenant's "GOOD FAITH" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Tenant's "good faith" shall include, but not be limited to, proof that tenant informed Landlord, in writing, of any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Landlord or otherwise, and lack of Tenant-causation of the claimed housing deficiency.

**7. Maintenance and Repair / Alterations:** Tenant shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person in or about the Premises with Tenant's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) not tamper with nor remove any smoke detector nor fire alarm equipment nor carbon monoxide device, and advise Landlord immediately, in writing, of any equipment malfunction; and (f) to keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room on the premises. Tenant must not otherwise maintain the unit in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pests and mold growth, creates a fire hazard, or prevents rooms from being used for their intended purposes. Tenant shall be liable for any damages caused by Tenant's failure to comply with these conditions. Tenant shall not alter the Premises, nor paint, nor wallpaper any portion thereof, nor repair any damage thereto, without the written consent of Landlord and except through licensed, insured professionals approved in advance by Landlord in writing before or after an Initial Inspection on termination per Civil Code Section 1950.5. Tenant shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises or outside antenna, except those which may be supplied by Landlord. Cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant's

negligence or improper usage are the responsibility of Tenant. Tenant shall reimburse Landlord for these costs on demand.

**8. Smoke and / or Carbon Monoxide Detectors:** The Premises are equipped with a functioning smoke detector, and Tenant shall be responsible for testing the device and immediately reporting any problems, maintenance or need for repairs to Landlord. If battery operated, Tenant is responsible for changing the detector's battery as necessary. Tenant shall not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the smoke detector as provided by law. If the Premises are equipped with a functioning carbon monoxide detector, Tenant shall likewise be responsible for testing the device and immediately reporting any problems, maintenance or need for repairs to Landlord. If battery operated, Tenant is responsible for changing the detector's battery as necessary. Tenant may not disable, disconnect or remove the detector. Landlord shall have a right to enter the premises to check and maintain the carbon monoxide detector as provided by law.

**9. Damage / Destruction:** If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Landlord and Tenant, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Lease Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Landlord's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Tenant shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.

**10. Keys:** Tenant acknowledges receiving \_\_\_\_\_ set(s) of keys for the Premises. If needed, additional keys may be requested from the Landlord. There may be a charge. Keys to the premises are the exclusive property of the Landlord. All keys must be returned to the Landlord) when Tenant vacates. Failure to do so will result in Tenant being charged for the cost of new locks and keys. If Tenant loses keys to the Premises or the Building, or shares the keys with others, Tenant shall be liable for the entire cost of all key and lock replacement necessary for the security of the Premises, the Building, and Building occupants. This can include the costs of re-keying the entire Building if The Landlord, at his or her sole discretion, deems such action is necessary. If Landlord is required to assist any Tenant in gaining entry to the Premises, Tenant may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Landlord. Tenant shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Landlord with a key to any such device, forthwith, on demand. Tenant acknowledges that Landlord is entitled to a key to the Premises and may use the same for entry as provided herein or by law.

**11. Inspection / Entry:** Landlord may enter and inspect the Premises, during business hours and upon reasonable notice to Tenant, without Tenant's presence, for any lawful purpose. Tenant's failure to comply with Landlord's lawful request for entry is a material breach of this Lease that may be cause for immediate termination as provided herein and by law. Landlord may enter the Premises without advance notice to Tenant in case of an emergency. If you circle "Yes" in Section O, you consent to unannounced entry of your apartment by government inspectors, without your presence.

**12. Landscaping:** Tenant  "is"  "is not" (Check One) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping, or otherwise if

checked:  per attached Addendum. Tenant shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Tenant may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Tenant may not alter the landscaping or engage in "personal agriculture" without Landlord's prior written permission.

**13. Smoking:** Smoking of any substance is prohibited everywhere on the property, including in individual units and interior and exterior common areas, unless Landlord has adopted a different policy that is attached as an addendum to this Lease. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. (Check a box below if applicable).

- Premises' property is subject to a local non-smoking ordinance.
- Premises' policy with respect to allowing smoking is in the attached addendum.

Tenant shall be responsible for his or her guest(s) complying with this Smoking Prohibition. Tenant shall promptly notify Landlord in writing of any incident where smoke is migrating into the Premises from sources outside of the Premises. Tenant acknowledges that Landlord's adoption of this policy, does not make the Landlord the guarantor of the Tenant's health or of the smoke-free condition of the areas listed above. Landlord shall not be required to take steps in response to smoking violations unless Landlord has actual knowledge or has been provided written notice.

**14. Rules and Regulations:** Tenant, and all persons in or about the Premises with Tenant's consent, shall comply with all Rules and Regulations made by Landlord, from time to time, and delivered to Tenant, including House and Pool Rules. Landlord shall not be obligated to enforce any such Rules and Regulations, or the terms of any other agreement, and Landlord shall not be liable to Tenant for any violation of such Rules and Regulations or other agreements by any other Tenant or person. Tenant understands that the Premises are not in a full security complex and that Landlord does not guarantee to employ security personnel to patrol the Premises to provide for Tenant's safety. Landlord does not take responsibility to mediate disputes between or among Tenants and the obligation to resolve disputes with others on the Premises is accepted by Tenant as one of the obligations of the tenancy. Each Tenant assumes the risk of residing on the premises for himself or herself, his/her or their children and/or personal property without recourse against the Landlord or Manager of the Premises.

**15. Use of Premises:** No sound audible outside your premises or noise, loud talking or loud activities in the common area is allowed at any time. All musical instruments, television sets, radios, stereos, etc., are to be played only at moderate volumes so as not to be audible outside your Premises. Intoxication, disorderly conduct, objectionable language or other disturbances by residents or visitors shall be cause for eviction. Tenants are responsible for the conduct of their guests and must ensure that guests adhere to these rules at all times. Tenants and guests must be orderly. The Premises shall be used solely for residential purposes only.

**16. Insurance:** In consideration of this rental, Tenant agrees to maintain Tenants' insurance in adequate amounts to protect for property loss or damage and liability (including liability resulting from death or injury caused by Tenants' pets, if any) and to indemnify Landlord from any claims for same throughout the duration of this Lease Agreement. Such Tenants' insurance policy shall state the Landlord as additionally insured and shall be Tenants' sole remedy in the event of damage or loss to Tenants' property. The insurance provided herein shall be evidenced by valid and enforceable policies

fully paid by the Tenant, and certificates thereof shall be delivered to Landlord within sixty (60) days after commencement of the Term of this Lease Agreement and annually thereafter. Failure of the Tenant to supply proof of insurance will be considered a substantial breach of the Rental Agreement.

**17. Compliance with Laws:** Tenant shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other Tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof or increase Landlord's insurance premiums. Tenant is responsible for any fines or other costs occasioned by violations of the law by Tenant or Tenant's guests on the premises or property while Tenant is in possession. If any such fines or costs are levied against Landlord, Tenant agrees to pay such fines or costs attributed to Tenant's tenancy or the conduct of Tenant, Tenant's guests or others at the Premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Tenant.

**18. Notice of Termination:** If Tenant intends to vacate the premises at the end of the Lease term Tenant shall give Landlord written notice of that fact. Tenant shall be liable to pay all rent due through the later of 30 days from the service on the Landlord of Tenant's notice or the date Tenant vacates the Premises. The Landlord may terminate this Agreement if the Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property, or upon any other basis allowed by law.

**19. Waiver of Default:** Landlord's failure to require strict compliance with the terms of this Lease Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Landlord's acceptance of rent with knowledge of any default by Tenant shall not be deemed a waiver of such default, nor limit Landlord's rights with respect to that or any subsequent default.

**20. Non-Curable Breach of Lease Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Lease Agreement: (a) Police raid upon the Premises resulting in the arrest of Tenant for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Tenant's Rental Application vitiating the tenancy.

**21. Pest Control/Fumigation / Extermination:** Pests include, but are not limited to, ants, bedbugs, cockroaches, fleas, mites, silverfish, spiders, termites, mice, rats, other vermin and insects. Tenant acknowledges that Landlord/Manager have inspected the Premises and are unaware of any pests on the Premises. Tenant has also inspected the Premises and acknowledges there is no visible evidence of pests, including bedbugs. Any infestation found after 30 days of the Tenants moving in shall be presumed to be the fault of the Tenant.

A. Tenant agrees to maintain the Premises and common areas in a manner to prevent and control possible infestation of pests. If Tenant allows individuals or items carrying pests into the Premises or common areas, Tenant understands and agrees that Tenant will be responsible for the cost of treatment to the Premises, personal belongings, and surrounding apartments and common areas as necessary to eradicate the infestation. Tenant agrees to the following responsibilities: (i) keep the Premises clean and uncluttered; (ii) promptly advise Landlord/Manager of any pest control needs;

(iii) provide Landlord/Manager with access to the Premises for pest control assessments and pest control treatment; (iv) prepare the Premises for pest control treatment and/or vacate the Premises when necessary, in connection with Landlord/Manager's pest control efforts. Tenant agrees to comply with all instructions necessary to prepare the Premises for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property is Tenant's responsibility and at Tenant's expense unless the contamination was the result of Landlord/Manager's negligence, intentional wrongdoing, or violation of law. Landlord/Manager are not responsible for any condition about which we are not aware.

B. Because pests may pose a risk to the health and safety of other residents, Tenant's breach of this provision is a material breach of this Agreement. If Tenant fails to comply with reporting information regarding pests, or if Tenant misrepresents information, or if Tenant fails to comply with or pay for recommended pest control treatment to exterminate pests in the apartment, Landlord may pursue any rights and remedies available under the lease terms or applicable law, including lease termination.

**22. Animals/Water Beds/Musical Instruments:** Tenant shall not bring or keep any animal (dog, cat, bird, reptile, etc.), liquid-filled furniture or musical instrument on the Premises, unless noted in Section N of Landlord's copy of this Lease Agreement or as noted in writing signed by Landlord. Liquid-filled furniture shall be accepted only with proof of \$100,000 insurance.

**23. Designation of Parties:** The term "Landlord" includes a "manager," "agent of the Landlord," "management company," "Trustee" of a Trust, or any other person or entity acting on behalf of the Landlord as the Lessor of the premises entitled to rent the premises, collect the rent for the premises, and prosecute eviction actions.

**24. Partial Invalidity:** If any portion of this Lease Agreement is held invalid, it shall not affect the validity of any other portion of this Lease Agreement.

**25. Attorneys' Fees:** If any legal action or proceeding is brought by Landlord or Tenant related to this Lease Agreement, the prevailing party shall be entitled to recover attorneys' fees not to exceed \$500.00.

**26. Arbitration:** Any legal action brought by Tenant relating to a condition of the premises claimed to make them untenable, may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties. This provision is made pursuant to Civ. Code, § 1942.1.

**27. Guarantor(s):** On demand by Landlord, Tenant shall obtain the execution of a Continuing Guarantee Agreement provided by Landlord, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.

**28. Mail:** Landlord is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the Premises or elsewhere on the property.

**29. Credit Report:** As required by law, you are hereby notified that a negative credit report of any

default reflecting on your credit record may be submitted to a credit reporting agency. Tenant expressly authorizes Landlord (including a collection agency) to obtain Tenant's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Tenant, both during the term of the Lease and thereafter.

**30. Entire Agreement:** This Lease Agreement, together with any rules, regulations agreements or riders attached hereto and thereby incorporated into this Lease Agreement, constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Tenant has relied on his own judgment in entering into this Lease Agreement. Any modification of this Lease Agreement, to have any legal effect, must be in writing and signed by Landlord.

**31. Estoppel Certificate:** Within 10 days after written notice, Tenant agrees to execute and deliver an estoppel certificate as submitted by Landlord acknowledging that this Lease Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgment that the certificate as submitted by Landlord is true and correct and may be relied upon by a lender or purchaser.

**32. Additional Required Notices:** (a) **Toxic Substance Warning Notice.** The Landlord is required to give you notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm. Please contact the Landlord for further information. (b) **Mold and Mildew Warning Notice.** Mold and mildew may be injurious to one's health. Therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any injuries or damage that may result from any negligent performance of the foregoing duties. (c) **Department of Justice (DOJ) 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. (d) **Expiration / Holdover / Death-Notice.** Any holdover without Landlord's consent shall be deemed a trespass, and damages shall accrue at a daily charge equal to twice the prorated monthly Lease rent. A holdover with Landlord's written consent unless otherwise agreed, shall be a month-to-month tenancy subject to all covenants, and conditions of the Lease. A thirty (30) day notice from Tenant is required to terminate any such holdover tenancy. Tenant's death shall not terminate any remaining rental obligation for the balance of the Lease-term but Landlord, at Landlord's option, may take possession of the Premises and re-rent them to mitigate any damages. (e) **Bed Bug Information:** See attached.

**33. Default:** In the event that Tenant breaches this Lease, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California Civil Code Section 1951.2 and 1951.4. Damages Landlord(s) "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of

award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Tenant(s) proves could be reasonably avoided.

**34. Local City Addendums:** If checked:  see attached Addendum(s).

**35. Premises Availability:** If the Premises are not vacated by the current Tenant and all personal property removed there from by the State Date, either the Tenant or Landlord may terminate this Lease Agreement by written notice to the other. All deposits for, or payments of other charges by Tenant to Landlord, shall be refunded except for payment for verification of credit, and neither Tenant nor Landlord shall have any further liability to the other.

**36. Assembly Bill 1482 Disclosures.** Check the applicable provision (if any):

- A.  - **SEPERATELY ALIENABLE FROM ANY OTHER DWELLING UNIT:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the Landlord is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
- B.  - **THIS RENTAL UNIT IS SUBJECT TO ASSEMBLY BILL 1482** California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.
- C.  - **THIS RENTAL UNIT'S NEW CONSTRUCTION EXEMPITON UNDER ASSEMBLY BILL 1482 MAY EXPIRE DURING THIS TENANCY.** Assembly Bill 1482 exempts rental housing that has been issued a Certificate of Occupancy within the past 15 years.

The following disclosure is effective on \_\_\_\_\_:  
(MM/DD/YYYY)

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

**37. Micromobility Device(s).** A "Personal Micromobility Device" means a device with both of the following characteristics: It is (i) powered by the physical exertion of the rider or an electric motor; and (ii) designed to transport one individual or one adult accompanied by up to three minors. Tenant may store up to one Personal Micromobility Device in the Premises for each person occupying the Premises if the Personal Micromobility Device meets one of the following:

- (a) Is not powered by an electric motor.



**40. Signatures:**

**By Landlord(s):**

**Date:** \_\_\_\_\_  
(MM/DD/YYYY)

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(If Any)

**By Tenant(s):**

**Date:** \_\_\_\_\_  
(MM/DD/YYYY)

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(If Any)

**Date:** \_\_\_\_\_  
(MM/DD/YYYY)

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(If Any)

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