

CALIFORNIA LEASE AGREEMENT

I. THE PARTIES

This Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord: _____, with a mailing address of _____ ("Landlord"), and

Tenant(s): _____ ("Tenant").

II. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following described property:

Address: _____

City: _____ **State:** California **Zip Code:** _____

Residence Type: ☐ Single-Family Home ☐ Apartment ☐ Condominium ☐ Duplex ☐ Other

The Premises includes the following furnishings and appliances:

III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term:** Beginning on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon expiration, this Agreement shall become a month-to-month tenancy unless either party gives notice pursuant to California Civil Code Section 1946.

☐ **Month-to-Month:** Beginning on the ____ day of _____, 20____ and continuing on a month-to-month basis. This Agreement may be terminated by either party giving written notice as required by California Civil Code Section 1946.1.

IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Due Date: Rent is due on the _____ day of each month.

Payment Method: Rent shall be paid by:

☐ Check ☐ Cash ☐ Electronic Transfer ☐ Money Order

Payment Address:

V. SECURITY DEPOSIT

Pursuant to California Civil Code Section 1950.5, the Tenant shall pay a security deposit of \$ _____ to the Landlord.

Return of Deposit: The Landlord shall return the security deposit to the Tenant, less any lawful deductions, within twenty-one (21) days after the Tenant has vacated the Premises. The Landlord must provide an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security.

VI. LATE CHARGES AND RETURNED CHECKS

Late Charge: If rent is not paid by the _____ day of the month, Tenant agrees to pay a late charge of \$ _____. The parties agree that this charge represents a reasonable estimate of the costs the Landlord will incur due to the late payment.

Returned Checks: For each check returned by the bank for insufficient funds, the Tenant agrees to pay a charge of \$25.00 for the first returned check and \$35.00 for each subsequent returned check, pursuant to California Civil Code Section 1719.

VII. UTILITIES AND SERVICES

The parties agree to be responsible for the following utilities and services:

Electricity: ☐ Landlord ☐ Tenant

Gas: ☐ Landlord ☐ Tenant

Water: ☐ Landlord ☐ Tenant

Trash/Recycling: ☐ Landlord ☐ Tenant

Sewer: ☐ Landlord ☐ Tenant

Cable/Internet: ☐ Landlord ☐ Tenant

Landscaping: ☐ Landlord ☐ Tenant

VIII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in Section I and the following additional occupants:

Guests: Guests may stay on the Premises for no more than

_____ consecutive days or

_____ days in a twelve-month period without the

Landlord's written consent.

IX. MAINTENANCE AND REPAIRS

Tenant Responsibilities: The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant is responsible for repairs caused by the Tenant's negligence or misuse.

Landlord Responsibilities: The Landlord shall maintain the Premises in a habitable condition in accordance with California Civil Code Section 1941.1, ensuring effective waterproofing,

plumbing, heating, electrical, and gas facilities.

X. RIGHT OF ENTRY

Pursuant to California Civil Code Section 1954, the Landlord may enter the Premises for necessary or agreed repairs, decorations, alterations, or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Except in cases of emergency or abandonment, the Landlord shall give the Tenant reasonable notice in writing (usually 24 hours) of the intent to enter and shall enter only during normal business hours.

XI. PETS

☐ **No Pets:** No pets are allowed on the Premises.

☐ **Pets Allowed:** The Tenant is permitted to keep the following pets:

Pet Deposit: An additional deposit of \$ _____ is required.

XII. CALIFORNIA REQUIRED DISCLOSURES

A. MEGAN'S LAW DISCLOSURE (California Civil Code Section 2079.10a):

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. 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.

B. LEAD-BASED PAINT DISCLOSURE:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Year Built: The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form)

☐ 1978 or later

C. BED BUG NOTICE (California Civil Code Section 1954.603):

Information about Bed Bugs:

1. Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can range from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects.
2. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. Bed bug Bites: Because bed bugs usually feed at night when people are sleeping, most people do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten or not at all.
5. Common Signs and Symptoms of a Possible Bed bug Infestation: Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls;

Molted bed bug skins, white, sticky eggs, or empty eggshells; Very heavily infested areas may have a characteristically sweet odor; Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

D. MOLD NOTIFICATION (California Health & Safety Code Section 26147):

The Landlord has inspected the unit prior to the lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant agrees to keep the Premises free of moisture and mold.

E. FLOOD HAZARD DISCLOSURE (California Government Code Section 8589.45):

The Landlord discloses that the Premises:

- ☐ IS located in a special flood hazard area or an area of potential flooding.
- ☐ IS NOT located in a special flood hazard area or an area of potential flooding.

F. TENANT PROTECTION ACT OF 2019 (AB 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 of 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.

Exemption Status:

- ☐ The Landlord IS NOT exempt from the Tenant Protection Act of 2019.
- ☐ The Landlord IS exempt from the Tenant Protection Act of 2019 because the property is a single-family home or condo not owned by a corporation or REIT, and the Landlord has provided the Tenant with the required written notice of exemption.

XIII. SMOKING POLICY

Smoking of any substance, including tobacco and cannabis, is:

☐ Prohibited on the entire Premises.

☐ Permitted in the following areas only:

XIV. DEFAULT AND REMEDIES

If the Tenant fails to pay rent or violates any provision of this Agreement, the Landlord may issue a three (3) day notice to pay or quit, or a three (3) day notice to cure or quit, as applicable under California Code of Civil Procedure Section 1161. If the Tenant fails to comply, the Landlord may initiate eviction proceedings.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, written or oral. This Agreement may only be amended in writing signed by both parties.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

XVII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Additional):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On the _____ day of _____, 20____, before me,

_____ (Notary Public), personally appeared

_____ (Name of Signer(s)), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

(Seal)