

RESIDENTIAL LEASE AGREEMENT (California)

BY AND BETWEEN:

[LANDLORD] (the "Landlord")
[landlord's address]

AND:

[TENANT] (the "Tenant")
[tenant's current address]

WITH RESPECT TO THE PROPERTY MORE PARTICULARLY DESCRIBED AS:

[PROPERTY ADDRESS] (the "Premises")

Together with Parking Stall(s) #: _____

NOW THEREFORE in consideration of the sum of [SUM] DOLLARS (\$_____), the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Lease Term.** The lease term shall commence on [commencement date] and shall continue for a term of _____ [month(s)/year(s)], terminating at 12:00 o'clock midnight on [termination date].
- 2. Rent.** The total rent for the lease term shall be [TOTAL LEASE AMOUNT] DOLLARS (\$_____) payable in equal monthly installments of [MONTHLY RENT] DOLLARS (\$_____) each, to be made on the ____ day of each and every month of the lease term. All payments hereunder shall be made on or before the due date and without demand, to the Landlord at the address hereinbefore set forth, or such other address as the Landlord may provide in writing to the Tenant. Rental payments must actually be received by the Landlord or the Landlord's designated agent in order to be considered in compliance with the terms of this Lease Agreement. Payment of the first month's rent hereunder, together with the security deposit set out in paragraph 3 below, shall be made by way of cash or cashier's check prior to the Tenant's taking possession of the Premises.
- 3. Security Deposit.** The Tenant shall deposit with the Landlord the sum of [DEPOSIT AMOUNT] DOLLARS (\$_____) (which amount shall not exceed _____ the amount of the monthly rent) [NOTE TO LANDLORD: maximum amount is 2 months rent for unfurnished premises and 3 months rent for furnished premises], receipt of which is hereby acknowledged by the Landlord, as a security deposit to secure the Tenant's performance of the terms of this Lease Agreement. Upon the expiration or earlier termination of this Lease, the Landlord may use the security deposit to clean the Premises and repair any damage to the Premises by the Tenant (normal wear and tear excepted), or may apply the security deposit against any rent or other amounts owing by the Tenant under this Lease Agreement or pursuant to the laws of the State of California.

The Tenant shall not have the right to use the security deposit for rent owing to the Landlord during the term hereof. Within twenty-one (21) days of the Tenant vacating the Premises, the Landlord shall furnish the Tenant with a written statement setting out the details of any deductions from the security deposit and returning the balance, if any, to the Tenant. The Landlord shall send the statement and any refund to such forwarding address as may be furnished by the Tenant. If the Tenant fails to provide a forwarding address, the Landlord shall be at liberty to send the statement and the refund to the address of the Premises.

- 4. Use of the Premises.** The Premises shall be used for residential purposes as a private single family dwelling only, and shall be occupied by the Tenant [and the Tenant's immediate family, consisting of (*list names of family members*)] exclusively, and no part of the Premises shall be used at any time during the term of this Lease Agreement for the purpose of carrying on any business, profession or trade of any kind or for any purpose other than as a private single family dwelling. The Tenant shall not allow any

person other than the Tenant's immediate family or visiting relatives or friends who are guests of the Tenant to use or occupy the Premises without first obtaining the Landlord's written consent to the same. If the Landlord consents in writing to allow additional persons to occupy the Premises, the rent shall be increased by \$[rental increase amount] for each such additional person. Any person occupying the Premises for a period of 14 consecutive days or more without the Landlord's written consent shall be deemed to be occupying the Premises in violation of this Lease Agreement.