

RESIDENTIAL TENANCY AGREEMENT (CALIFORNIA)

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]
Address: [address of Landlord or Agent]

Tenant: [NAME(S) OF TENANT(S)]

Rental Premises: [street address]
[city / town], California [zip] (the "Premises")

Security Deposit: \$####.##
Rent Collected: \$####.##
For Period: from [date] to [date]
Other: \$####.##
TOTAL COLLECTED: \$####.##

1. Nature of Tenancy

The tenancy created under this Agreement shall be [week-to-week / month-to-month / year-to-year], commencing at 12:00 noon on the ____ day of _____, _____ and shall continue until terminated as hereinafter provided.

2. Physical Possession

If Landlord is unable to deliver possession of the Premises at the commencement of the term, Landlord shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

3. Rent

The initial monthly base rent for the Premises shall be \$####.##. All rent is due and payable in advance on the [first] day of each and every month (the "Due Date") without offsets, deductions or credits. All rent shall be paid to or such other person as Landlord designates in writing. Tenant agrees to always pay rent by personal check, cashier's check, or money order and not in cash. Rent shall be paid to Landlord at the address shown above, or at such other place as Landlord may notify Tenant in writing. Any other sums which may become due from Tenant from time to time shall be considered rent and will be due on the Due Date. Tenant bears the risk of loss or delay of any payment made by mail. Landlord must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. Landlord may apply any payment made by Tenant to any obligation of Tenant to Landlord, notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

4. 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.