

APARTMENT RENTAL AGREEMENT (CALIFORNIA)

THIS LEASE made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[address]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[address]
(the "Tenant")

1. Premises

IN CONSIDERATION of the representations made in the rental application tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the Premises situated at *[street address of premises]*, [County] County], California (the "Premises"), subject to the terms and conditions hereinafter set forth.

2. Term *[choose the appropriate option(s) and delete the others]*

[if fixed term lease: The term hereof shall commence on [insert commencement date] and expire on [insert expiry date]. In the event that the lease is renewed, any outstanding balance will carry forward to the renewal period.]

[if month to month lease: The term hereof shall commence on [insert commencement date] and shall continue on a month to month basis until terminated in accordance with the terms hereof. Except as prohibited by law, this Lease can be terminated by either party upon serving a written thirty (30) day notice of termination of tenancy (a full 30 days from receipt of notice by either party).]

[if fixed term lease being converted to month to month rental: The term hereof shall commence on [insert commencement date] and expire on [insert expiry date]. Thirty (30) days prior to the expiry date of this Lease, it shall convert to a month to month agreement which can be terminated by either party serving a written thirty (30) day notice of termination of tenancy (a full 30 days from receipt of notice by either party).]

3. Rent

Rent shall be \$###.## per month, payable in advance, upon the first (1st) day of each calendar month to Landlord or Landlord's authorized agent, at the address set out on the face of this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. Each rent payment is to be paid in one payment by check or money order. All fees and charges shall also be paid by check or money order. Cash will not be accepted under any circumstances.

Resident acknowledges, understands, and agrees late charges and dishonored check fees shall be deemed additional rent and shall be deducted first from the next rent payment received. Monies received from Tenants or Guarantors shall first be applied to any unpaid balance of the Security Deposit, second to late charges and dishonored check fees, third to NSF checks, fourth to other charges, and fifth to rent.

4. Late Charges

In the event that any rent payment is not paid by 5:00 p.m. within five (5) days of the due date for the said rent payment, Resident agrees to pay a late charge of \$10.00, plus an additional \$2.00 per day until paid.

5. Dishonored Check Fees

In each instance that Tenant presents a check to Landlord for rent or any other amount due under this Lease is dishonored by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$###.## will be assessed, together with any applicable late charges.

Initials: _____