

CALIFORNIA RESIDENTIAL LEASE

FIXED-TERM RESIDENTIAL LEASE AGREEMENT

LEASE NO.

EFFECTIVE DATE

This Residential Lease Agreement is entered into under the laws of California between the Landlord and Tenant identified below for the dwelling described in this Agreement.

1 THE PARTIES

LANDLORD / OWNER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

TENANT

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 PREMISES & OCCUPANCY

Landlord rents to Tenant the dwelling identified below, together with the listed parking, storage, fixtures, and permitted common areas. Only the named tenants and approved occupants may reside there.

STREET ADDRESS / UNIT

CITY

COUNTY

STATE

ZIP CODE

OTHER AUTHORIZED OCCUPANTS

PARKING / STORAGE / FURNISHINGS / INCLUDED AREAS

3 TERM & POSSESSION

The fixed term begins and ends on the dates below. Possession is delivered subject to payment and the terms of this Agreement. Holdover status and any renewal are governed by California law and a later written agreement.

LEASE START DATE

LEASE END DATE

POSSESSION / KEY DATE

MOVE-OUT TIME

4 RENT & PAYMENT

Tenant shall pay rent in advance at the place or account stated below. Prorated rent, returned-payment charges, concessions, and lawful late charges are enforceable only as written here and as permitted by law.

MONTHLY RENT (\$)	DUE DAY
<input type="text"/>	<input type="text"/>
PRORATED RENT (\$)	RETURNED PAYMENT (\$)
<input type="text"/>	<input type="text"/>
PAYEE / PAYMENT ADDRESS OR ELECTRONIC METHOD	
<input type="text"/>	
LATE FEE / FORMULA	WHEN LATE FEE MAY BEGIN
<input type="text"/>	<input type="text"/>
RENT CONCESSIONS / CREDITS	
<input type="text"/>	

5 SECURITY DEPOSIT

Tenant shall pay the deposit below. It may be applied only as governing law and this Agreement allow, not as last month's rent. Landlord will provide any required holding notice and return the balance with any required itemization within the legal deadline.

SECURITY DEPOSIT (\$)	DEPOSIT DUE DATE
<input type="text"/>	<input type="text"/>
DEPOSITORY / ACCOUNT / BOND NOTICE (IF REQUIRED)	
<input type="text"/>	

6 UTILITIES & SERVICES

Responsibility for each utility and service is allocated below. Tenant shall timely place assigned utilities in Tenant's name and avoid interruption caused by nonpayment.

ELECTRIC	GAS
<input type="text"/>	<input type="text"/>
WATER / SEWER	TRASH
<input type="text"/>	<input type="text"/>
INTERNET / CABLE	LAWN / SNOW
<input type="text"/>	<input type="text"/>
PEST CONTROL	OTHER
<input type="text"/>	<input type="text"/>

7 CALIFORNIA OWNER, MANAGER & PAYMENT INFORMATION

AUTHORIZED MANAGER: NAME, PHONE AND USUAL STREET ADDRESS
<input type="text"/>
OWNER / PERSON AUTHORIZED FOR SERVICE: NAME AND STREET ADDRESS
<input type="text"/>
PAYEE; PAYMENT ADDRESS / ACCOUNT; ACCEPTED FORM; HOURS (IF IN PERSON)
<input type="text"/>

8 CALIFORNIA SECURITY DEPOSIT

The security deposit generally may not exceed one month's rent. A qualifying small landlord may collect up to two months' rent unless the tenant is a service member. Within 21 calendar days after vacancy, Landlord shall return the balance and provide the itemized statement and supporting documents required by law.

Deposit limit used:

☐ One month or less

☐ Qualified small-landlord exception

SMALL-LANDLORD EXCEPTION FACTS (IF USED)

9 CALIFORNIA BED BUG INFORMATION

Bed bugs are small parasitic insects. Adults are about one-fourth inch long, reddish-brown, and flat; young bed bugs are smaller and lighter. They do not fly. They typically hide in cracks and crevices, and bites may cause irritation, though some people show no reaction. Report suspected infestation promptly. Tenant shall not bring belongings known to be infested into the Premises. Landlord and Tenant shall cooperate with lawful inspection and treatment.

BED BUG REPORTING / PEST-MANAGEMENT CONTACT

10 CALIFORNIA MEGAN'S LAW NOTICE

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 the offender resides.

11 CALIFORNIA KNOWN FLOOD HAZARD

Landlord discloses actual knowledge that the Premises is located in a special flood hazard area or an area of potential flooding as indicated below.

Known statutory flood-hazard status:

☐ Yes

☐ No

☐ Unknown

FLOOD ZONE / SOURCE OF KNOWLEDGE / ADDITIONAL INFORMATION

12 CALIFORNIA TENANT PROTECTION ACT

Select the applicable status and retain the corresponding statutory notice in at least 12-point type.

Property status:

☐ Covered by Sections 1946.2 / 1947.12

☐ Exempt as stated below

Covered-property notice: 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 notice: 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 owner 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.

EXEMPTION BASIS / PROPERTY FACTS

13 CALIFORNIA CONDITIONAL DISCLOSURES

Smoking policy:

☐ Prohibited everywhere

☐ Permitted only in stated areas

☐ Other

SMOKING-PROHIBITED / PERMITTED AREAS

Pesticide notice attached or provided if treatment applies:

☐ Yes

☐ Not applicable

PESTICIDE / TREATMENT DISCLOSURE DETAILS

Water submeters / ratio utility billing:

☐ Applies

☐ Does not apply

BILLING PROVIDER / RATE / FORMULA / REQUIRED NOTICES

14 USE, GUESTS & RULES

The Premises are for residential use only. Tenant shall not create a nuisance, engage in unlawful activity, damage the property, or violate lawful rules. Guests, pets, smoking, parking, and alterations are governed below.

GUEST / OCCUPANCY LIMITS

PETS / SMOKING / PARKING / OTHER RULES

15 CONDITION, MAINTENANCE & REPAIRS

Tenant accepts the Premises subject to the move-in record, shall keep it reasonably clean and safe, promptly report unsafe or damaging conditions, and pay for damage caused by Tenant, occupants, or guests beyond ordinary wear. Landlord shall perform non-waivable duties imposed by law.

REPAIR / EMERGENCY REPORTING CONTACT

16 ENTRY, INSURANCE & CASUALTY

Landlord may enter only as this Agreement and law permit, including for repairs, inspection, emergencies, or lawful showing. Tenant is responsible for personal property and is encouraged or required as stated below to maintain renters insurance. Casualty rights remain subject to governing law.

ORDINARY ENTRY NOTICE

RENTERS INSURANCE LIMIT

INSURANCE / CASUALTY TERMS

17 ASSIGNMENT, DEFAULT & REMEDIES

Tenant may not assign or sublet without required written consent. On breach, the nonbreaching party may use notices and remedies allowed by law. No self-help eviction, waiver of habitability, or other prohibited remedy is authorized.

ADDITIONAL NOTICE / CURE TERMS

18 NOTICES & GOVERNING LAW

Notices shall be delivered to the contacts below by a method permitted under California law. This Agreement is governed by the law where the Premises are located.

LANDLORD NOTICE ADDRESS / EMAIL

TENANT NOTICE ADDRESS / EMAIL

19 GENERAL TERMS

This Agreement and its attached addenda are the entire agreement. A change must be in a writing signed by the parties. If a provision is unenforceable, the remainder survives. Waiver of one breach is not a waiver of another. Notices must be written and delivered by a method allowed by governing law. Electronic signatures and counterparts are permitted to the extent allowed by law.

20 LEAD-BASED PAINT DISCLOSURE (complete for pre-1978 housing)

LEAD WARNING STATEMENT: 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 and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Construction date:

☐ Before 1978 ☐ 1978 or later ☐ Unknown

Landlord's knowledge of lead hazards:

☐ Known hazards disclosed below ☐ No known lead hazards

KNOWN LEAD-BASED PAINT / HAZARDS (LOCATION AND CONDITION)

Records and reports:

☐ Provided to Tenant ☐ No records or reports available

RECORDS / REPORTS PROVIDED

- ☐ Tenant acknowledges receipt of all listed information and records.
- ☐ Tenant acknowledges receipt of the EPA pamphlet Protect Your Family From Lead in Your Home.
- ☐ Agent, if any, has informed Landlord of the landlord's federal disclosure duties and is aware of the duty to ensure compliance.
- ☐ The parties certify that the information above is true and complete to the best of their knowledge.

LANDLORD SIGNATURE

TENANT SIGNATURE

PRINT NAME

DATE

PRINT NAME

DATE

21 ADDITIONAL TERMS

The parties may state additional agreed terms below. Any handwritten change should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

LANDLORD / OWNER SIGNATURE

PRINT NAME

DATE

TENANT SIGNATURE

PRINT NAME

DATE