

LONG FORM LEASE

This agreement is entered into this _____ day of _____ 20 _____ by and between _____, "Owner" (Landlord/Lessor) and _____, "Resident" (Tenant/Leasee).

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES** owner rents to the Resident and the Resident rents from the Owner for **residential use only**, the premises know as: _____, CA _____ (zip)

2. **RENT** Rent is due in advance on the _____ day of each month and every month, at \$ _____ per month, beginning on the _____ day of _____, 20 _____.

A. **LATE CHARGE** (optional) If the rent payment noted in paragraph 2 above is over _____ days late resident shall pay a late charge of \$ _____ (an amount not exceeding six per cent (6%) of the regular monthly rental rate). In the event of a returned check resident will pay owner on written notice all of owner's returned check charges in addition to the late charges.

3. **TERM:** The term of this Agreement is for _____, beginning on _____ and ending on _____, at which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for "rental damages" equal to the current market value of the unit, divided by 30. Daily rental value is prorated using a 30-day month. A "month to month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination of tenancy if Resident has been in possession of the unit for less than one year, or the month-to-month tenancy may be terminated thereafter by the Owner/Agent after service upon the Resident of a written 60-day Notice of Termination of Tenancy if Resident has been in possession of the unit for one year or longer.

4. **NO WAIVER** Waiver by Owner of a breach of any covenant will not be construed to be a continuing waiver of any subsequent breach. Owner's receipt of rent with knowledge of Residents violation of a covenant does not waive owner's rights to enforce any covenant of this rental agreement.

5. **NAMED RESIDENTS** Premises shall be occupied only by the following named person(s):

Name _____ age _____ Name _____ age _____

Name _____ age _____ Name _____ age _____

No additional persons shall occupy said premises or any part thereof without owners written consent.

6. **PETS** Except as medically necessary for resident assistance no bird or animal, or _____, shall be kept or allowed in or about said premises without Owners prior written permission.

7. **WATER FILLED FURNITURE** No water beds and/or liquid filled furniture are allowed without the owner's written permission and a certificate of special water bed insurance coverage for same, having a minimum policy limit of \$100,000. Resident shall be liable to Owner for all damages and expenses incurred by or in connection with water filled furniture and shall hold Landlord/Lessor harmless for any and all damages and costs in connection herewith. As additional security, Resident agrees to pay Owner the sum of \$ _____ (receipt of which is hereby acknowledged). If a heater is provided by Resident and Owner pays for the utilities for said heater, Resident shall pay Owner the sum of \$ _____ per month on each rent payment date, as a special payment for the added utility costs.

8. **COMPLY WITH LAW** Resident shall not violate any Governmental law in the use of premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor.

9. **UTILITY CHARGES** Resident shall pay for all utilities, services and charges, if any, made payable or predicated upon the occupancy of Resident, except _____.

"initial" _____

10. **LIABILITY** the undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under the rental agreement, and shall indemnify Owner for liability arising prior to the termination of the rental agreement for personal injuries or property damage caused or permitted by the Resident(s), their guests and/or invitees. This does not waive an "Owners duty of care" to prevent personal injury or property damage where the duty is imposed by law.

11. **CONDITION OF PREMISES** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory; particularly ALL plumbing, heating and electrical systems are operative and deemed satisfactory at the time of initial occupancy.

12. **NO ALTERATIONS** Except as provided by law, no repairs, decorations or alterations shall be done by Resident, without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, hanging of murals or posters. Residents shall hold Owner harmless as to any mechanics lien recordation or proceeding caused by Resident.

A. **ROOF** Nothing herein contained shall be construed to grant Resident any right to enter upon any portion of the roof of said premises for any purposes whatsoever without Owner's consent in writing being first obtained.

13. **MAINTENANCE** Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, yard and landscaping, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by Resident, Resident's guests and/or invitees.

14. **PARKING** If Resident is assigned a parking space on Owner's property, Resident shall use such space only for the parking of an operable, licensed and currently registered passenger automobile and not for washing, painting or repair of any such vehicle. Resident shall not park, or allow anyone else to park, in any other space on Owner's property. Resident shall not assign nor sublet any such parking and Owner may have unapproved vehicles towed away. Upon seven (7) days written notice to Resident, Owner may terminate a Resident's parking privilege or change the size and/or location of Resident's parking or storage space, if any.

15. **INSURANCE** Owner does not insure Resident for any personal injury or property damage including, but not limited to, that caused by the act or omission of any other Resident or third party, or by any criminal act or activity, war, riot, insurrection, fire, or act of God. Resident shall obtain and pay for any insurance coverage necessary to protect Resident and Resident's property from any loss or expense that may be caused by such persons or events.

16. **SECURITY DEPOSIT** Resident shall deposit with Owner, as a security deposit, the sum of \$ _____ payable. Resident shall not use the security deposit to pay the last month's rent or any month's rent. Owner may claim (withhold) from the security deposit only such amounts as are reasonable necessary to remedy Resident (guests and/or invitee) defaults as follows:

- a. in the payment of rent, or
- b. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, or
- c. to clean such premises, if necessary, upon termination of the tenancy.

No later than three weeks (21 days) after the Resident has vacated the premises, the owner shall furnish the Resident with an itemized written statement of the basis for, and the amount of, any security deposit received and the disposition of such security deposit and shall return any remaining portion of such security deposit to the Resident.

17. **ATTORNEY FEES** If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs, not to exceed \$500.00.

18. **ADDITIONAL RENT** Any amount of money due pursuant to any provision of this agreement may be deemed as additional rent at the Owner's discretion whether actually noted as additional rent or not on any document between the parties.

19. **NOTICES** Notice upon owner may be served upon: _____

at: _____ CA _____ (zip)

Said person is authorized to accept legal service on behalf of Owner. Resident may be served at the premises.

20. **RIGHT OF ENTRY** The Owner or his agents or employees may enter the premises: a) In case of emergency, or b) When the Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided the Resident is given reasonable notice of Owner's intent to enter, with entrance during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence to evidence of the contrary.

"initial" _____

A. **LOCKS** Resident agrees not to change any lock or locking device to the premises without Owner's prior written consent. Said written consent may include the requirement that Resident supply Owner with a key to the new lock or locking device. If requesting in writing Resident shall supply Owner with a key to the premises lock or locking device.

21. **SIGNIFICANT MAINTENANCE** If significant maintenance (ie fumigation, repainting, recarpeting) at the premises requires Resident to remain out of the premises, Resident agrees to vacate the premises for the necessary time to accomplish that significant maintenance and accept the sum of _____ times the daily rental rate for loss of use of the premises if offered by Owner. If the significant maintenance is fumigation/pest control, Resident prior to temporarily vacating the premises shall comply with all written instructions from the fumigator/pest controller regarding preparation of the premises for the work to be done. If the significant maintenance is other than pest related Resident shall also comply with any written instructions from the work person(s) or Owner regarding preparation of the premises for the work to be done. If Owner does not offer the Resident loss of use of the premises compensation, Owner will credit from the next months rent due an amount equal to the daily rental rate of the premises multiplied by the number of days Resident did not have use of the premises.

22. **NO ASSIGNMENT** No portion of said premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by the Resident shall, at the election of Owner, be an irremedial breach of this agreement.

23. **SMOKE DETECTORS** The premises are equipped with a smoke detection device(s), and :

- a. The Resident acknowledges the smoke detector(s) was/were tested and its/their operation explained by the management in the presence of the Resident at the time of initial occupancy and the detectors in the unit was/we working properly at the time.
- b. Each Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.
- c. Initial ONLY IF BATTERY OPERATED: _____. By initialing as provided each Resident understands that said smoke detector(s) and alarm(s) is/are battery operated unit(s) and it is Resident's responsibility to:
 - 1. Ensure that the battery is in operating condition at all times;
 - 2. Replace the battery as needed (unless otherwise provided by law) and
 - 3. If, after replacing the battery, the smoke detector(s) do not work, inform the Owner or authorized agent immediately in writing.
- d. Resident(s) must inform the Owner or authorized agent immediately in writing of any defect, malfunction or fail any detector(s).
- e. If local law requires the Owner to test the smoke detector, the Resident shall allow the Owner or his agent access premises for that purposes.

Note: INITIAL and complete this section below only if premises were built before 1978:

24. **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, owners must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

OWNERS DISCLOSURE (Initial where appropriate)

_____ Owner has no knowledge of lead-based paint and/or lead based hazards in the premises. Owner has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the premises.

_____ Owner has knowledge of lead-based paint and/or lead based hazards that are present in the premises and has provided Resident with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. The following documents have been provided.

RESIDENT'S ACKNOWLEDGEMENT

_____ Resident has received copies of all information above. Resident has received the pamphlet "Protect Your Family From Lead In Your Home" and agrees to promptly notify Owner of any deteriorated and/or peeling paint.

"initial" _____

REAL ESTATE AGENT'S ACKNOWLEDGEMENT (initial if agent involved)

_____ Real Estate Agent has informed the Owner of the Owner's obligation under 42 U.W.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

_____ The following parties have received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Owner _____ Resident

_____ Owner's Agent _____ Resident
/Real Estate Agent

25. MEGAN'S LAW Required by Section 2079.10a of the California Civil Code

Notice: The California Department of Justice, sberiff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

ATTACHMENTS: By initialing as provided, Resident acknowledges receipt of those indicated attachments, copy(ies) of which is/are attached hereto, marked by indicated page number(s) and is/are incorporated herein as though fully set forth at length. Each resident shall initial each attachment.

- a. Protect Your Family From Lead booklet _____
- b. House Rules _____ House Rules attached _____ (# of pages)
- c. Inventory _____ Inventory which describes the furnishing
of the premises _____ (# of pages)
- d. Waterbed _____ Waterbed and/or Liquid filled
Furniture Agreement _____ (# of pages)
- e. Pet Agreement _____ Pet Agreement attached _____ (# of pages)
- f. Addendum _____ Addendum attached _____ (# of pages)

The Undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Owner

Resident

By Authorized Agent

Resident

"initial" _____

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