

# RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
(Day) (Month) (Year)

\_\_\_\_\_  
(Name of Owner/Agent) "Owner/Agent", whose address and phone  
number are \_\_\_\_\_,  
(Address and Telephone of Owner/Agent)  
and \_\_\_\_\_ "Resident."  
(List all Residents who will sign this Agreement)

## THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: \_\_\_\_\_, Unit # (if applicable), \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA, \_\_\_\_\_  
(City) (Zip)

on a month-to-month term.

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

\_\_\_\_\_, payable to Owner/Agent at \_\_\_\_\_.  
(Date) (Address where payments should be delivered)

Payments made in person may be delivered to Owner/Agent between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Other \_\_\_\_\_

Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit Card (see Owner/Agent for details) and  Cash

If rent is paid after the \_\_\_\_\_ of the month, there will be a late charge of \$ \_\_\_\_\_ assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ \_\_\_\_\_, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ \_\_\_\_\_  
 prior to taking possession of the unit or  no later than \_\_\_\_\_.

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above.



4. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of Resident, **except:** \_\_\_\_\_.  
 Resident shall have the following utilities connected at all times during the tenancy (check as applicable):  
 Gas  Electric  Water  Trash  Sewer  Other: \_\_\_\_\_.

Disconnection of utilities due to non-payment is a material violation of this Agreement.

5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
6. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon the Resident of a written 30-day notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

_____ Name	_____ Birthdate	_____ Name	_____ Birthdate
_____ Name	_____ Birthdate	_____ Name	_____ Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or \_\_\_\_\_ shall be kept or allowed in or about the premises.

9. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

10. **REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

11. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident  is  is not (check one) responsible for the



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upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

- 13. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 14. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 15. ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
- 16. SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
- 17. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
- 18. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
- 19. 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](http://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 he or she resides.
- 20. ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos Addendum (Form 17.1)</li> <li><input type="checkbox"/> Bedbug Addendum (Form 36.0)</li> <li><input type="checkbox"/> CC&amp;Rs Addendum (Form 2.9)</li> <li><input type="checkbox"/> Day Care Addendum (Form 28.0)</li> <li><input type="checkbox"/> Furniture Inventory (Form 16.1)</li> <li><input type="checkbox"/> Grilling Addendum (Form 35.0)</li> <li><input type="checkbox"/> Guarantee of Rental/Lease Agreement (Form 41.0)</li> <li><input type="checkbox"/> Lead-Based Paint Addendum (Form LEAD1)</li> <li><input type="checkbox"/> Mold Notification Addendum (Form 2.7)</li> <li><input type="checkbox"/> Move In/Move Out Itemized Statement (Form 16.0)</li> <li><input type="checkbox"/> Non-Smoking Areas Addendum (Form 34.0)</li> <li><input type="checkbox"/> Pest Control Notice Addendum (Form 2.6)</li> <li><input type="checkbox"/> Pet Addendum (Form 13.0)</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Pool Rules Addendum (Form 15.0)</li> <li><input type="checkbox"/> Proposition 65 Brochure (Form PROP65BROCHURE)</li> <li><input type="checkbox"/> Renters Insurance Addendum (Form 12.0-MF)</li> <li><input type="checkbox"/> Resident Policies Addendum (Form 17.0)</li> <li><input type="checkbox"/> Satellite Dish and Antenna Addendum (Form 2.5)</li> <li><input type="checkbox"/> Smoke Detector Addendum (Form 27.0)</li> <li><input type="checkbox"/> Unlawful Activity Addendum (Form 2.4)</li> <li><input type="checkbox"/> Waterbed Addendum (Form 14.0)</li> <li><input type="checkbox"/> Other _____</li> <li><input type="checkbox"/> Other _____</li> <li><input type="checkbox"/> Other _____</li> <li><input type="checkbox"/> Other _____</li> </ul> |
|---|--|

Resident(s) initials here: \_\_\_\_\_



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**21. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

**22. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

**23. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

- the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$\_\_\_\_\_, plus court costs.
- or
- each party shall be responsible for their own attorneys' fees and court costs.

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

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		

