

RESIDENTIAL RENTAL AGREEMENT

This Agreement, entered into this _____ day of _____ of the year _____, by and between _____ hereinafter called Owner (shall mean Owner or Agent), and:

Resident (full name) _____	Birth Date _____
Resident (full name) _____	Birth Date _____
Resident (full name) _____	Birth Date _____
Resident (full name) _____	Birth Date _____

hereinafter called Resident, witnesseth: Resident hereby rents from Owner, those certain Premises located at: Street Address: _____ Unit # _____ in the city of _____, California, is conditional upon, and subject to the following:

1. TERM: The term of this Agreement shall begin on the _____ day of _____, of the year of _____ and continue as follows: *(check one)*
 - A. Fixed Term:** and shall end at midnight on the _____ day of _____, of the year of _____ (end of term). Renewal of the term is described in paragraph 3.
 - B. Month-to-Month:** and continues on a month-to-month tenancy, which may be terminated, be either party by giving written notice pursuant to paragraph 3.

2. RENT: Monthly rent of \$ _____ shall be due on or before the first day of each month to Owner. Prorated rent of \$ _____ shall be due for the *(check)*: first month, and/or second month.

3. SECURITY DEPOSIT: Resident shall deposit with owner, as a Security Deposit, \$ _____. (Total of all deposits not to exceed two (2) months rent for an unfurnished or three (3) months for furnished unit.) Owner may claim (withhold) of the Security Deposit only such amounts as are reasonably necessary to remedy Resident defaults as follows:
 - a. Any Resident default under the Rental Agreement;
 - b. Cleaning of the Premises;
 - c. Repair of any damage thereto; or
 - d. Restoration, replacement or return of any personal property or appurtenances, exclusive of ordinary wear and tear, all pursuant to Civil Code Section 1950.5.

Not 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 withheld and shall return any remaining portion of such security to the Resident. (CC1950.5)

4. NOTICES AND PLACE OF PAYMENT: For the purposes of the delivery of notices and payments (CC1962): Payments shall be paid by: Cash Personal Check Money Order Cashier Check Other *(check all that apply)* payable to: _____

Owner or Agent

at: _____
Address City State Zip

or at any other location designated in writing by Owner to Resident between the hours of _____ and _____ on the following days: _____.

5. UTILITIES AND SERVICES: Resident shall pay for all utilities, services and charges, if any made payable by or predicated upon occupancy of Resident, except: _____
6. OCCUPANCY AND USE: Premises shall be used for residential purposes only and FOR NO OTHER only by Residents and those listed below (occupants not signing this Agreement): _____

No other person may occupy the Premises for more than _____ consecutive days or 30 or _____ days per year without prior written consent of Owner.

7. **WAIVER OR BREACH:** Failure of Resident to pay the rent or other charges due hereunder or to comply with any of the covenants or conditions herein contained shall, at Owner's option, forthwith terminate this Agreement and Resident's rights therein as provided by law. Pursuant to Civil Code 1785.26 (c)(2), "you are hereby notified that any negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations."
8. **LATE CHARGES AND RETURNED CHECKS:** Resident acknowledges that Owner will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay rent in full by the end of the _____ day after it is due, Resident shall pay a late charge of \$_____ as additional rent. If Owner elects to accept rent after the late charge is incurred, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a charge of \$25 for first returned check and \$35 for additional returned checks, as additional rent.
9. **TERMINATION/HOLDOVER:** If this Agreement is a month-to-month tenancy, said tenancy may be terminated by Resident by the service of at least thirty (30) days written notice to Owner. Owner may terminate the tenancy by giving written notices as provided by law. If this Agreement is a Fixed Term Agreement it shall automatically convert to a month-to-month tenancy at the end of the term, absent of any written communication between parties.
10. **DEFAULT:** Failure by Owner to exercise any right under this Agreement or acceptance of rent after default by Resident shall not be deemed to waive such default or to affect any notice theretofore given, or legal proceeding theretofore commenced.
11. **PETS:** Resident agrees that he/she will not, without Owner's prior consent in writing endorsed hereon, bring upon, keep, maintain permit to be kept or maintained, in, on, or upon the Premises any dog, cat, bird, or other animal.
12. **WATER-FILLED FURNITURE:** Resident agrees that he/she will not, without Owner's prior consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the Premises any waterbeds, or liquid-filled furniture as proved under CC 1940.5.
13. **CONDUCT:** Resident agrees not to violate any law, statute, or ordinance, nor to commit, suffer or permit any waste, or nuisance in, on, or about the said Premises, or in any way to annoy, molest or interfere with any other residents or occupants of the building of which the demised Premises are a part, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Owner, nor to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Owner in writing.
14. **ALTERATIONS:** Resident shall not alter the Premises nor wallpaper any portion thereof, nor repair any damage thereto, except with Owner's written consent before or after an Initial Inspection on termination (CC1950.5). Resident is obligated to do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by Owner in writing and to provide Owner with releases from such individuals evidencing full payment for any such repair or cleaning work. Resident shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Owner.
15. **CONDITIONS:** Resident shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (d) not permit any person, in or about the Premises with Resident's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon, nor himself do any such thing; (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Resident shall be liable for the expense of any repair caused by Resident's failure to comply with these conditions.
16. **SUBLETTING, ASSIGNING PROHIBITED:** Resident shall not transfer his interest in or to this Agreement, nor shall Resident assign or sublet said Premises, nor any part thereof. ANY ATTEMPT TO SUBLET OR ASSIGN SHALL BE VOID AND AN IRREMIEDIABLE BREACH OF THIS AGREEMENT.
17. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party of this Agreement, the prevailing party shall recover, in addition to all other relief, actual attorney's fees and costs (CC1717). **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

18. **RIGHT OF ENTRY:** Owner reserves the right to himself or his agent to enter said Premises in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services or exhibit the dwelling to prospective purchasers, mortgagees, Residents, workmen or contractors or when any Resident has abandoned or surrendered the Premises or pursuant to court order. Except in cases of emergency or abandonment entry will be made during normal business hours and Owner/Agent shall give the Resident reasonable notice of intent to enter Premises no less than 24 hours (CC1954). **RESIDENT AGREES NOT TO CHANGE ANY LOCK OR LOCKING DEVICE TO SAID PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF OWNER, BUT RESIDENT WILL ON DEMAND FURNISH OWNER WITH HIS KEYS FOR THE PURPOSE OF MAKING DUPLICATES THEREOF.**
19. **PEST CONTROL:** Upon demand by Owner, Resident shall temporarily vacate the Premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine.
20. **LIABILITY:** Owner shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article belonging to Resident located in said Premises, or other Premises under control of Owner. No right of storage is given by this Agreement. Owner shall not be liable for non-delivery or mis-delivery of messages nor shall Owner be liable for and this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due Resident, caused by strike, riot, orders of public authorities, acts of other residents, accident, the making of necessary repairs to the building of which said Premises are a part, or any other cause beyond Owner's control.
21. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s) whether or not in actual possession of Premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised Premises caused or permitted by Residents, their guests and invitees.
22. **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 prior written consent.
23. **ABANDONMENT:** Resident covenants that he/she will occupy the Premises continuously, except for normal vacation periods, and agrees that any absence therefrom for more than 14 days during any part of which time rent is delinquent shall be conclusively presumed to be an abandonment of the Premises (CC 1951.3).
24. **INSURANCE: IT IS UNDERSTOOD BY RESIDENT AND ALL PARTIES THAT RESIDENT'S PERSONAL EFFECTS ARE NOT INSURED BY OWNER AND THAT RESIDENT SHOULD INSURE ALL PERSONAL PROPERTY WITH A RENTERS INSURANCE POLICY.**
25. **SAFETY:** Resident understands that the Premises are not in a full security complex and that the Owner does not employ security personnel to patrol the Premises to provide for Resident's safety. Each Resident assumes the risk of residing on the Premises for themselves, their children, guests or invitees, without recourse against the Owner/Agent of the Premises. Owner does not take responsibility to mediate disputes between or among Residents and the obligation to resolve disputes with others on the Premises is accepted by Resident as one of the obligations of the tenancy.
26. **SMOKE DETECTORS:** The Premises are equipped with Smoke Detection device(s) and:
 - a. Resident acknowledges that the Smoke Detector(s) was tested and its operation explained by Owner or Owner's Agent in the presence of the Resident at the time of initial occupancy and that the Smoke Detector(s) were in proper working order at the time.
 - b. Each Resident shall perform the Manufacturer's recommended test to determine if the Smoke Detector(s) is/are operating properly at least once a week.
 - c. **INITIAL ONLY IF BATTERY OPERATED _____:** By initialing as provided, each Resident understands that said Smoke Detector(s) and Alarm is a battery operated unit and it shall be each 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),
 3. if, after replacing the battery, the Smoke Detector(s) do not work, inform the Owner immediately in writing.
 - d. Resident(s) must inform the Owner immediately, in writing, of any defect malfunction or failure of any detector(s).
 - e. If local law requires the Owner to test the Smoke Detector(s), the Resident shall allow the Owner access to the Premises for that purpose.
27. **LEAD PAINT:** Initial and complete this section only if Premises were built before 1978:

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 known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER'S DISCLOSURE (initial where appropriate)

_____ Owner has no knowledge of lead-based paint and/or lead-based paint 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 paint hazards that are present in the Premises and has provided the 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 ACKNOWLEDGMENT (initial)

_____ 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.

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

_____ Real estate agent has informed the Owner of the Owner's obligation under 42 U.S.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/Real Estate Agent

28. DATABASE DISCLOSURE: 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 he or she resides.

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

- | | |
|---|--|
| <input type="checkbox"/> House Rules _____ | <input type="checkbox"/> Satellite Dish/Cable T.V. _____ |
| <input type="checkbox"/> Pet Addendum _____ | <input type="checkbox"/> Move in/ Move out _____ |
| <input type="checkbox"/> Waterbed/Liquid Filled _____ | <input type="checkbox"/> Addenda [list name(s)] _____ |

30. ENFORCEABILITY: The provisions herein shall be considered severable and the invalidity, partial invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions. This Agreement and any addenda contain the complete terms and conditions. No oral agreements have been entered into and all modifications or notices shall be in writing to be valid.

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

Dated this _____ day of _____, of the year _____

_____ Owner

_____ Resident

_____ Owner's Agent/Real Estate Agent

_____ Resident

_____ Resident

_____ Resident



Santa Barbara Rental Property Association



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For Members Only
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