

CALIFORNIA RESIDENTIAL RENTAL AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 20____, by and between:

_____ located at
("Landlord")

_____ ("Address of Landlord") (city, state, zip)

and

_____ ("Tenant").

Landlord and Tenant hereby agree as follows:

1. GRANT OF LEASE: Landlord is the owner of certain real property being, lying and situated in _____ County, California, such real property described as:
_____("Premises").
Landlord does lease unto Tenant, and Tenant does hereby rent from Landlord the Premises.
2. TERM: This Lease shall commence on the ____ day of _____, 20____, and shall remain in full effect until its end at 11:59 PM on the _____ day of _____, 20____, _____.
3. HOLD OVER. If Tenant is still living in the Premises after the termination date of this Agreement, this Agreement may be extended, with Landlord's consent, to create a **month-to-month tenancy** as defined by California law, and all provisions of this Agreement shall remain in full force. Landlord may terminate the month-to-month tenancy by giving written notice to the Tenant at least **60 days** prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date. Tenant may terminate the tenancy by giving written notice the Landlord at least **30 days** prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

4. SECURITY DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$_____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord shall provide Tenant with a written receipt for the security deposit. The maximum amount that Landlord may receive as security deposit cannot exceed: **two month's rent** for the unfurnished Premises; **three month's rent** for the furnished Premises. **Tenant expressly may not use the security deposit in lieu of payment of rent.** All or any portion of the security deposit may be used to: 1) repair damage, excluding ordinary wear and tear, caused by Tenant and / or by a guest of the Tenant; 2) clean Premises, if necessary, upon termination of tenancy; 3) replace Landlord's personal property or appurtenances; 4) cure Tenant's default in payment of rent, or other sums due. In compliance with California Civil Code § 1950.5, security deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises within 3 weeks of the date of termination of this Agreement, or the Tenant's last day of occupancy, whichever occurs later. Landlord shall provide Tenant with an itemized statement indicating the amount of the security deposit and the basis for set off for any and all applicable damages. Landlord must include documents showing charges incurred: 1) if owner or owner's employee performs work, specify hours required and hourly rate; 2) if 3rd party performs the work, Landlord shall provide invoices, bills or receipts from the 3rd party. No interest will be paid on security deposit unless required by local ordinance.
5. RENT: Tenant shall pay \$_____ rent per month, payable in advance on the _____ day of each month of the term, and is delinquent on the next day. All such payments shall be made to Landlord at Landlord's address as set forth above, on or before the due date and without demand. Payment must be made by personal check, money order or cashier's check. Upon execution of the Agreement, Tenant shall pay the first month's rent in advance.
6. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within **three (3) days** of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ DOLLARS (\$_____). Tenant recognizes and affirms it is impossible, or extremely difficult to calculate the exact damages suffered by Landlord for Tenant's failure to pay rent when due; Tenant and Landlord agree the late fee shall be presumed to be the amount of damage sustained by Landlord. Any collection of a Late Charge shall not prevent Landlord from enforcing any other rights and remedies hereunder.

7. NO SUFFICIENT FUNDS ON RENT PAYMENTS. IF a check is returned NSF ("no sufficient funds"), Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "fee" in the amount of _____ DOLLARS (\$_____). Any collection of this fee shall not prevent Landlord from enforcing any other rights and remedies hereunder.
8. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasigovernmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
9. PETS. No animal or pet shall be kept on the Premises without prior written consent of the Landlord, except:

10. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition. Tenant takes Premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein, or required by applicable California law.
11. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations, additions or decorations to the buildings or improvements on the Premises without prior written consent of Landlord. Such alterations include, but are not limited to, the following: placing signs; painting (interior / exterior), putting antenna or satellite dishes; modifying locks, doors or other points of entry; wallpaper.
12. PARKING. The right to parking ___ is, ___ not included in the rent charged according to article 4. Parking is permitted in:
_____ Tenant shall park in assigned space(s) only and parking area is to be kept in clean and orderly condition at all times.

13. UTILITIES. Tenant shall arrange for and pay for the following utilities and services required on the Premises, except _____, which shall be paid by the Landlord. If any utilities and services are not individually metered per tenant, Tenant shall pay Tenant's proportional share, as reasonably determined by Landlord.
14. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
15. DESTRUCTION AND DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, windstorm, tornadoes or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental amount provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rent up to such date and Landlord refunding rent collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord may choose between repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
16. INSPECTION OF PREMISES. In addition to the rights provided by applicable California law, Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. Landlord must give Tenant 24 hours notice, in writing, of their intent to enter the premises in non-emergency

situations. If the Landlord mails the notice, it must be mailed six days in advance of entering the premises. Landlord need not give notice when entering in an emergency, when the Tenant has given permission or when the Tenant has abandoned the property (see Paragraph 20). If the property is for sale and the Landlord has notified the tenant of this in writing within the past 120 days, 24 hours oral notice is sufficient. The Landlord must leave a note in the Premises indicating that they were there. When a Tenant has requested an initial move-out inspection, Landlords must give 48 hours' written notice. Landlord may enter the Premises for the purposes of making any repairs, additions, or alterations deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

17. **ASSIGNMENT AND SUB-LETTING.** Tenant expressly agrees that the Premises nor any part thereof shall be assigned or sub-let by Tenant without Landlord's prior written consent. An assignment, sub-letting or license without the prior written consent of Landlord shall, at Landlord's option, terminate this Agreement.
18. **ABANDONMENT.** Abandonment shall be defined as the absence of the Tenant from the Premises for seven (7) or more consecutive days while rent or any debts remain unpaid to Landlord – upon which Tenant will be considered in breach of this Lease. Such a breach may not relieve Tenant of its obligations under the terms of the Agreement, and shall in no way impair the rights of the Landlord under this Agreement or applicable California law. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and terminate this Agreement without notice to the Tenant. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
19. **SURRENDER OF PREMISES.** Upon the expiration of the Agreement hereof, Tenant shall return the Premises in the same state of cleanliness and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted (California Civil Code § 1950.5.) Tenant shall surrender all keys or opening devices to Premises; vacate Premises and remove all personal belongings;

vacate parking spaces (if provided); and provide written notice of a forwarding address.

20. NOTICE. Any notice required or permitted under this Agreement or under California state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

LANDLORD:

[Landlord's Name]

[Landlord's Address]

TENANT:

Name]

[Tenant's

Address]

[Tenant's

21. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. CONSEQUENCES OF DEFAULT / EARLY TERMINATION. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or fails to comply with any duties imposed on Tenant by statute, Tenant shall be considered in breach of this Agreement. If Tenant is in breach, Landlord may provide written notice specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement upon a date not less than thirty (30) days after the receipt of the notice if the breach IS NOT remedied by such date. However, if

Tenant **fails to pay rent** when due, Landlord may provide written notice with a seven-day "PAY RENT OR QUIT" document, whereupon the Tenant must pay the entire balance of rent due or surrender the Premises by the expiration of the 7-day period.

23. DATABASE DISCLOSURE: "MEGAN'S LAW". Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and 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. (Civil Code Sec. 2079.10a)
24. ATTORNEYS' FEES. Should it become necessary for Landlord or Tenant to employ an attorney to enforce any of the conditions or covenants hereof, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs.
25. GOVERNING LAW. This Agreement is governed, construed and interpreted by the Laws of the State of California.
26. SEVERABILITY. If any provision or portion of this Agreement is held to be invalid or unenforceable by applicable California law, judgment or court order, the other provisions comprising this Agreement shall remain valid and in full effect, to be enforced to the maximum extent permitted by law.
27. BINDING EFFECT. All covenants herein shall be binding and succeed on to the heirs, legal representatives, and, except where prohibited herein, assigns of the parties.
28. HEADINGS. The descriptive headings used herein are facilitate reference only, do not form a part of this agreement, and shall not in any way affect the construction or interpretation hereof.
29. MODIFICATION. This Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. ENTIRE AGREEMENT. Time is of the essence. The parties hereby agree that this document contains the entire agreement between the parties, and supersedes all prior oral and written communication.

31. ADDITIONAL PROVISIONS; DISCLOSURES.

LANDLORD:

Sign: _____ Date: _____
Print: _____

TENANT ("Tenant"):

Sign: _____ Date: _____
Print: _____

TENANT:

Sign: _____ Date: _____
Print: _____

TENANT:

Sign: _____ Date: _____
Print: _____

TENANT:

Sign: _____ Date: _____
Print: _____

Disclosure of Information on Lead-Based Paint and / or Lead-Based Paint Hazards

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, lessors must disclose the presence of known leadbased paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor Date Lessor Date

Lessee Date Lessee Date

Agent Date Agent Date

PROPOSITION 65 WARNING AND QUESTIONS & ANSWERS ADDENDUM

WARNING:

This Property Contains Chemicals Known To The State of California To Cause Cancer and Birth Defects or Other Reproductive Harm.

“Proposition 65 in Plain Language”

Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65.

Proposition 65 requires the State to publish a list of chemicals known to cause cancer or birth defects or other reproductive harm. This list, which must be updated at least once a year, has grown to include approximately 750 chemicals since it was first published in 1987.

Proposition 65 requires businesses to notify Californians about significant amounts of chemicals in the products they purchase, in their homes or workplaces, or that are released into the environment. By providing this information, Proposition 65 enables Californians to make informed decisions about protecting themselves from exposure to these chemicals. Proposition 65 also prohibits California businesses from knowingly discharging significant amounts of listed chemicals into sources of drinking water.

The Office of Environmental Health Hazard Assessment (OEHHA) administers the Proposition 65 program. OEHHA, which is part of the California Environmental Protection Agency (Cal/EPA), also evaluates all currently available scientific information on substances considered for placement on the Proposition 65 list.

What types of chemicals are on the Proposition 65 list?

The list contains a wide range of naturally occurring and synthetic chemicals that are known to cause cancer or birth defects or other reproductive harm. These chemicals include additives or ingredients in pesticides, common household products, food, drugs, dyes, or solvents. Listed chemicals may also be used in manufacturing and construction, or they may be byproducts of chemical processes, such as motor vehicle exhaust.

How is a chemical added to the list?

There are three principal ways for a chemical to be added to the Proposition 65 list. A chemical can be listed if either of two independent committees of scientists and health professionals finds that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm. These two committees—the Carcinogen Identification Committee (CIC) and the Developmental and Reproductive

Toxicant (DART) Identification Committee—are part of OEHHA's Science Advisory Board. The committee members are appointed by the Governor and are designated as the "State's Qualified Experts" for evaluating chemicals under Proposition 65. When determining whether a chemical should be placed on the list, the committees base their decisions on the most current scientific information available. OEHHA staff scientists compile all relevant scientific evidence on various chemicals for the committees to review. The committees also consider comments from the public before making their decisions.

A second way for a chemical to be listed is if an organization designated as an "authoritative body" by the CIC or DART Identification Committee has identified it as causing cancer or birth defects or other reproductive harm. The following organizations have been designated as authoritative bodies: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration (U.S. FDA), National Institute for Occupational Safety and Health, National Toxicology Program, and International Agency for Research on Cancer.

A third way for a chemical to be listed is if an agency of the state or federal government requires that it be labeled or identified as causing cancer or birth defects or other reproductive harm. Most chemicals listed in this manner are prescription drugs that are required by the U.S. FDA to contain warnings relating to cancer or birth defects or other reproductive harm.

In addition to these three listing procedures, Proposition 65 also requires the listing of chemicals meeting certain scientific criteria and identified in the California Labor Code as causing cancer or birth defects or other reproductive harm. This method was used to establish the initial chemical list following voter approval of Proposition 65 in 1986.

What requirements does Proposition 65 place on companies doing business in California?

Businesses are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, posting signs at the workplace, distributing notices at a rental housing complex, or publishing notices in a newspaper. Once a chemical is listed, businesses have 12 months to comply with warning requirements.

Proposition 65 also prohibits companies that do business within California from knowingly discharging listed chemicals into sources of drinking water. Once a chemical is listed, businesses have 20 months to comply with the discharge prohibition.

Businesses with less than 10 employees and government agencies are exempt from Proposition 65's warning requirements and prohibition on discharges into drinking water sources. Businesses are also exempt from the warning requirement and discharge prohibition if the exposures they cause are so low as to create no significant risk of cancer or birth defects or other reproductive harm. Health risks are explained in more detail below.

What does a warning mean?

If a warning is placed on a product label or posted or distributed at the workplace, a business, or in rental housing, the business issuing the warning is aware or believes that one or more listed chemicals is present. By law, a warning must be given for listed chemicals unless exposure is low enough to pose no significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm.

For a chemical that causes cancer, the "no significant risk level" is defined as the level of exposure that would result in not more than one excess case of cancer in 100,000 individuals exposed to the chemical over a 70-year lifetime. In other words, a person exposed to the chemical at the "no significant risk level" for 70 years would not have more than a "one in 100,000" chance of developing cancer as a result of that exposure.

For chemicals that are listed as causing birth defects or reproductive harm, the "no observable effect level" is determined by identifying the level of exposure that has been shown to not pose any harm to humans or laboratory animals. Proposition 65 then requires this "no observable effect level" to be divided by 1,000 in order to provide an ample margin of safety. Businesses subject to Proposition 65 are required to provide a warning if they cause exposures to chemicals listed as causing birth defects or reproductive harm that exceed 1/1000th of the "no observable effect level."

To further assist businesses, OEHHA develops numerical guidance levels, known as "safe harbor numbers" (described below) for determining whether a warning is necessary or whether discharges of a chemical into drinking water sources are prohibited. However, a business may choose to provide a warning simply based on its knowledge, or assumption, about the presence of a listed chemical without attempting to evaluate the levels of exposure. Because businesses do not file reports with OEHHA regarding what warnings they have issued and why, OEHHA is not able to provide further information about any particular warning. The business issuing the warning should be contacted for specific information, such as what chemicals are present, and at what levels, as well as how exposure to them may occur.

What are safe harbor numbers?

As stated above, to guide businesses in determining whether a warning is necessary or whether discharges of a chemical into drinking water sources are prohibited, OEHHA has developed safe harbor numbers. A business has "safe harbor" from Proposition 65 warning requirements or discharge prohibitions if exposure to a chemical occurs at or below these levels. These safe harbor numbers consist of no significant risk levels for chemicals listed as causing cancer and maximum allowable dose levels for chemicals listed as causing birth defects or other reproductive harm. OEHHA has established safe harbor numbers for nearly 250 chemicals to date and continues to develop safe harbor numbers for listed chemicals.

Who enforces Proposition 65?

The California Attorney General's Office enforces Proposition 65. Any district attorney or city attorney (for cities whose population exceeds 750,000) may also enforce Proposition 65. In addition, any individual acting in the public interest may enforce Proposition 65 by filing a lawsuit against a business alleged to be in violation of this law.

Lawsuits have been filed by: the Attorney General's Office, district attorneys, consumer advocacy groups, and private citizens and law firms. Penalties for violating Proposition 65 by failing to provide notices can be as high as \$2,500 per violation per day.

How is Proposition 65 meeting its goal of reducing exposure to hazardous chemicals in California?

