

RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This State Residential Lease Agreement (the "Agreement") is executed on [MM/DD/YYYY] by and between:

(a) **Landlord Name:** [LANDLORD NAME] (hereinafter referred to as the "Landlord")
Landlord Address: [LANDLORD ADDRESS], AND

(b) **Tenant Name(s):** [TENANT NAME(S)] (hereinafter referred to as the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties." The Parties agree to abide by the terms and conditions set forth in this Agreement, understanding their legal responsibilities and obligations.

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** The Landlord hereby leases to the Tenant the residential property located at [PROPERTY ADDRESS] (hereinafter referred to as the "Premises"). The Premises shall be utilized solely for residential purposes, and the Tenant agrees not to use the Premises for any other purpose without the prior written consent of the Landlord.

3. **LEASE TYPE.** This lease shall be designated as: (check one)

- **Fixed-Term Lease.** The Tenant is authorized to occupy the Premises commencing on [MM/DD/YYYY] and terminating on [MM/DD/YYYY] (the "Lease Term"). Upon conclusion of the Lease Term, the Tenant shall: (check one)

- Can continue leasing the Premises on a month-to-month basis under identical terms and conditions of this Agreement.

- Must vacate (leave) the Premises.

- **Month-to-Month Lease.** The Tenant is permitted to occupy the Premises on a month-to-month basis starting on [MM/DD/YYYY] continuing until terminated by either party with a notice period of [#] days, as stipulated by State law (the "Lease Term").

4. **RENT.** The Tenant shall pay to the Landlord a monthly rent amounting to [\$[AMOUNT]] (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the [#] day of each calendar month (hereinafter referred to as the "Due Date"). Payment of Rent shall be executed in accordance with the following instructions: [RENT PAYMENT INSTRUCTIONS]. Non-compliance with the payment instructions or failure to remit the Rent by the Due Date constitutes a material breach of this Agreement, which shall incur late fees

as detailed in Section 5 and may result in termination of the lease and potential eviction of the Tenant.

5. LATE FEE. If the Rent is not paid by the Due Date: (check one)

- The Tenant shall incur a Late Fee of [\$[AMOUNT]]. Rent is deemed late if it remains unpaid [#] day(s) following the Due Date. The Late Fee shall be treated as additional Rent and is payable immediately upon the late payment. Non-payment of the Late Fee shall be regarded as non-payment of Rent and may lead to eviction.

- No Late Fee shall be imposed if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- Shall take possession of the Premises prior to the commencement of the Lease Term on [MM/DD/YYYY] and agrees to pay a total of [\$[AMOUNT]] for the proration period (hereinafter referred to as the "Proration Rent"). The Proration Rent shall be payable upon the execution of this Agreement. Proration Rent must be calculated on a daily basis and shall encompass all Rent obligations as if the Tenant were in possession for the entirety of the proration period.

- Shall NOT take possession of the Premises before the commencement of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment of [\$[AMOUNT]] (hereinafter referred to as the "Security Deposit") to ensure the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit shall be paid by the Tenant upon the execution of this Agreement. The Security Deposit shall be refunded to the Tenant within [#] days after the expiration of the Lease Term, less any itemized deductions. This Security Deposit shall not be applied towards any Rent unless the Landlord provides written consent.

- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant submits a Rent payment that is returned due to non-sufficient funds: (check one)

- The Tenant shall incur a fee of [\$[AMOUNT]] per incident. Additionally, the Landlord reserves the right to mandate future payments to be made by certified funds or money order.

- The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises shall be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT NAME(S)] (hereinafter referred to as the "Occupant(s)").

- There shall be NO Occupant(s) in addition to the Tenant. Any alterations to the list of authorized occupants must receive prior written approval from the Landlord. Unauthorized occupancy shall be considered a material breach of this Agreement and may result in eviction.

10. MOVE-IN INSPECTION. Prior to, at the time of, or shortly after move-in, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and document any existing damages or required repairs on a move-in checklist. This checklist shall be signed by both Parties and shall serve as a reference at the conclusion of the Lease Term to assess any damage attributable to the Tenant.

- Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

[IF FURNISHED, LIST ALL ITEM(S) HERE].

The Tenant agrees to maintain these items in good condition and shall be held liable for any damages exceeding normal wear and tear.

- NOT furnished.

12. UTILITIES. The Landlord shall be responsible for paying the following utilities and services for the Tenant:

[LIST ALL LANDLORD-PAID UTILITIES].

Any utilities not listed above shall be the responsibility of the Tenant. The Tenant agrees to maintain the utility services throughout the Lease Term and promptly address any utility issues that may arise.

13. PARKING. The Tenant (check one):

- Is allotted [#] parking space(s):

- Free of charge (included in the Rent).

- At a cost of [\$FEE] to be paid upon execution of this Agreement | monthly.

The Tenant agrees to comply with all parking regulations and acknowledges that the Landlord shall not be liable for any damage or theft of the vehicle. Unauthorized vehicles may be towed at the Tenant's expense.

- Is NOT provided parking.

14. PETS. The Tenant is: (check one)

- Permitted to have [#] on the Premises, consisting ONLY of the following type(s):

[LIST ALL PERMITTED PET TYPE(S)].

The Tenant agrees to comply with all local pet ordinances and to promptly clean up after their pet(s). Any damage caused by the pet(s) shall be repaired at the Tenant's expense.

If permitted, the Landlord shall require a refundable pet deposit of [\$AMOUNT] to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following designated area(s): [PERMITTED AREA(S)]. The Tenant agrees to use the designated smoking areas exclusively and to ensure that smoking does not cause damage to the Premises or disturb other residents.

- Prohibited on the Premises and all Common Areas. The Tenant agrees to refrain from smoking and acknowledges that any violation may result in penalties or eviction.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant shall be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be provided to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

- Shall have the right to terminate this Agreement by providing [#] days' notice to the Tenant.

- Shall NOT have the right to terminate this Agreement.

17. NOTICES. Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed properly given if delivered personally or sent by certified mail, return receipt requested, to the following addresses:

Landlord Mailing Address: [LANDLORD NOTICE MAILING ADDRESS]

Tenant Mailing Address: [TENANT NOTICE MAILING ADDRESS]

Any change of address must be communicated in writing within [#] days of such change. Notices may also be sent via email to [LANDLORD EMAIL] and [TENANT EMAIL] for convenience; however, official communications must be sent by certified mail to ensure receipt and documentation.

18. ACCESS. At the commencement of the proration period or the Lease Term, whichever occurs first, the Landlord agrees to provide the Tenant with access to the Premises and common areas in the form of keys, fobs, cards, or keyless security entry devices. The Tenant is responsible for safeguarding all access tools and must report any loss or theft immediately. Duplicate copies of access tools shall only be authorized with the Landlord's written consent. If replacements are necessary, the Landlord may provide them for a fee. Upon termination of this Agreement, all access tools must be returned to the Landlord. Failure to return such items may result in a fee, which may be deducted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord reserves the right to enter the Premises during normal business hours by providing at least twenty-four (24) hours' written notice to inspect, make necessary repairs, alterations, or improvements, or for any other reasonable purpose. In the event of an emergency, the Landlord may enter the Premises without prior notice. The Landlord may also exhibit the Premises to prospective purchasers, mortgagees, or lessees with reasonable notice to the Tenant.

20. ATTORNEYS' FEES. In the event that the Landlord finds it necessary to retain legal counsel to enforce any of the terms or conditions of this Agreement, including but not limited to the collection of Rent or regaining possession of the Premises, the Tenant agrees to reimburse the Landlord for all reasonable legal expenses incurred, including attorneys' fees.

21. NOISE. The Tenant agrees to refrain from causing or permitting any noise or activity on the Premises that may disturb the peace and quiet of other tenants or neighbors. Such noise or activity shall constitute a material breach of this Agreement.

22. GUESTS. No persons other than the Tenant and any authorized Occupant(s) shall reside on the Premises. Guests of the Tenant may stay on the Premises for periods not exceeding forty-eight (48) hours unless otherwise approved in writing by the Landlord. The Tenant shall be responsible for the conduct and actions of their guests and shall be held accountable for any violations of this Agreement resulting from their guests' actions.

23. EQUAL HOUSING. If the Tenant has any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises, unless such modifications would impose an undue hardship on the Landlord. The Tenant is encouraged to inform the Landlord of any impairments in writing to allow the Landlord sufficient time to arrange for the appropriate modifications. The Tenant agrees to cooperate with the Landlord in facilitating any necessary modifications and to provide any required documentation to support the request for reasonable accommodations.

24. WAIVER. No delay or failure by the Landlord to enforce any provision of this Agreement shall be construed as a waiver thereof, nor shall the acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the full amount owed. The Landlord's rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant shall, at their sole expense, maintain the Premises in a good, clean, and sanitary condition throughout the Lease Term and any renewal thereof. The Tenant shall be responsible for making all necessary repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged due to the Tenant's misuse, waste, neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees to promptly notify the Landlord of any conditions that may cause further damage to the Premises or pose a risk to health and safety. The Tenant agrees that no painting or alterations shall be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall immediately notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any appliances or equipment. The Landlord will use reasonable efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. If such damage resulted from the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repair costs and any loss of income incurred while restoring the Premises to a habitable condition, in addition to any other provable losses. In such instances, the Security Deposit shall be applied toward the cost of repairs, and any remaining balance shall be billed to the Tenant.

27. DEFAULT. If the Tenant fails to comply with any financial or material provisions of this Agreement, any present or future rules and regulations prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, and fails to rectify such non-compliance within the time period specified after written notice is delivered by the Landlord, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default persists for the time period specified in the written notice, the Landlord may exercise all rights and remedies available under the law and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or any fire, safety, health, and/or criminal laws, regardless of whether an arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant provides incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under State statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

Upon default, the Landlord may seek all remedies available under this Agreement, including eviction, and the Tenant shall be liable for any costs incurred by the Landlord, including reasonable attorneys' fees.

28. ABANDONMENT. Abandonment shall be deemed to have occurred if the Tenant is absent from the Premises without notifying the Landlord for the State-mandated minimum time period, or seven (7) days, whichever is shorter. In the event of Abandonment, the Landlord shall have the right to immediately terminate this Agreement and remove the Tenant's personal possessions.

29. POSSESSION. The Tenant acknowledges that they have inspected the condition of the Premises and, by taking possession, accepts the Premises in its current condition, except as otherwise stated herein. Should the Landlord fail to deliver possession of the Premises at the commencement of the Lease Term, this Agreement may be terminated at the option of the Tenant. In such an event, the Security Deposit (if any), along with any pre-paid rent and fees, including any application fee paid by the Tenant prior to the execution of this Agreement, shall be refunded to the Tenant. The Tenant agrees to promptly notify the Landlord of any issues regarding possession or the condition of the Premises upon move-in.

30. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any unauthorized assignment or subletting shall constitute a material breach of this Agreement and may result in termination and eviction.

31. JOINT AND SEVERAL. If the Tenant consists of more than one individual, each person shall be jointly and severally liable under this Agreement. This means that each individual Tenant shall be fully responsible for all obligations under this Agreement, including the payment of Rent and any damages.

32. HAZARDOUS MATERIALS. The Tenant agrees not to possess any personal property that could be considered a fire hazard or that has flammable or explosive characteristics on the Premises. Prohibited items include, but are not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related substances in the form of a liquid, solid, or gas, except for everyday cooking or necessary appliance use. The Tenant shall be liable for any damages or injuries resulting from the possession or use of such hazardous materials.

33. SEVERABILITY. If any provision of this Agreement, or the application thereof, is held to be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of such provision to other persons, entities, or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.

34. RETALIATION. The Landlord is prohibited from engaging in any retaliatory acts against the Tenant, including but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or engaging in any other unjustified actions.

35. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in the common areas thereof, except where such damage or injury is caused solely by the Landlord's negligence. The Tenant agrees to indemnify and hold the Landlord harmless from any claims or damages arising from any cause other than the Landlord's negligence. The Tenant acknowledges that it is their responsibility to obtain renter's insurance to protect against potential losses.

36. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of [STATE NAME]. Any legal proceedings arising out of or related to this Agreement shall be brought exclusively in the appropriate court located in [COUNTY, STATE].

37. LEAD-BASED PAINT. The Premises (check one):

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" is attached to this Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

- 38. MEGAN'S LAW NOTIFICATION.** In accordance with Section 290.46 of the California Penal Code, information regarding registered sex offenders who are subject to public notification is accessible to the public through the California Department of Justice's official website at www.meganslaw.ca.gov. This website provides detailed information about the residence or community location of these offenders based on their criminal history and level of risk assessment, such as the address, the community, and ZIP Code.
- 39. ADDITIONAL PROVISIONS.** The Parties agree that any additional provisions added here shall not contradict or invalidate any of the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.

[TYPE ANY ADDITIONAL TERMS / CONDITIONS / PROVISIONS HERE (OPTIONAL)].

40. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree to be bound by the terms and conditions of this Agreement, acknowledge that they have read, understood, and accept the Agreement, and agree to adhere to its provisions until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [LANDLORD PRINTED NAME]

Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

REQUIRED DISCLOSURES

- 1. AB 1482 Just Cause Addendum (PDF)** – This addendum is mandatory if the property is exempt from the stated just cause eviction and rent increase restrictions. It ensures that tenants are aware of their rights and the specific exemptions applicable to their rental agreement.
- 2. Bed Bug Disclosure (PDF)** – Prior to lease commencement, tenants must be provided with a detailed disclosure containing information on the identification of bed bugs, ensuring tenant awareness and proactive measures against infestations.
- 3. Death on Premises** – Prospective tenants must be informed of any deaths that have occurred on the property within the preceding three years, as per legal requirements, to ensure full disclosure and transparency in the rental agreement.
- 4. Demolition** – Both new and existing tenants must be formally notified if the landlord has applied for or intends to apply for a demolition permit, ensuring they are aware of potential changes to the property that could affect their tenancy.
- 5. Flood (PDF)** – The lease agreement must explicitly state whether the rental property is located within a designated flood hazard area, in compliance with federal and state disclosure requirements, to ensure tenant awareness and safety preparedness.
- 6. Just Cause** – Unless the property meets the requirements of §§ 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code, the landlord is obligated to furnish tenants with a statement outlining the rent increase laws.
- 7. Lead-Based Paint Disclosure (PDF)** – A lead-based paint disclosure is mandatory for all tenants renting properties constructed before 1978, as required by federal law, to ensure tenant awareness of potential lead hazards.
- 8. Megan's Law** – Under Megan's Law, tenants must be informed of their right to access and search the official sex offenders registry to check for registered sex offenders residing in their vicinity, promoting tenant safety and awareness.
- 9. Methamphetamine Contamination** – In cases where the property is undergoing remediation for methamphetamine contamination, landlords must provide prospective tenants with a copy of the remediation order, ensuring full transparency and awareness of the property.
- 10. Ordnance Locations** – Tenants must be explicitly informed if the property is situated in an area previously utilized as a federal or state ordnance location, to ensure they are aware of any potential hazards or historical uses that could affect their tenancy.
- 11. Pest Control** – Landlords must furnish tenants with all notices issued by pest control services contracted, ensuring tenants are informed about pest control activities, schedules, and any potential health and safety implications.
- 12. Shared Utilities** – In cases where a tenant's rental property features shared utility metering, landlords are required to disclose this arrangement and establish a clear payment agreement, detailing the method of apportioning utility costs among tenants to prevent disputes and ensure fairness.

- 13. Smoking Policy (PDF)** – If smoking is prohibited within the tenant’s rental unit, the landlord must provide a comprehensive list of all designated non-smoking areas throughout the property, ensuring tenants are fully informed of the smoking policy and designated areas.
- 14. Toxic Mold (PDF)** – Landlords have an obligation to disclose to tenants the presence of toxic mold in their rental properties, including details of where the mold may be and recommended steps to take to ensure tenants’ safety and awareness.
- 15. Water Submeter Addendum (PDF)** – In properties with water submeters, landlords must provide tenants with a comprehensive written disclosure detailing the submetering arrangement, billing procedures, and any associated fees, ensuring tenants understand their water usage charges and billing process.



TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [] Residential Lease After Sale, [] Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

[] The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

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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 lead-based 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. 4852(d) 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

SMOKING POLICY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date)

(Name of Owner/Agent) (Owner/Agent) and

(List all Residents as listed on the Rental/Lease Agreement) (Resident) for the

premises located at _____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

1. Smoking Policy

Check one:

- Smoking of tobacco products is **allowed** on the entire property, except: _____
- Smoking of tobacco products is **prohibited** on the entire property, including individual units, common areas, every building and adjoining grounds.
- Smoking of tobacco products is **prohibited** on the entire property except the following areas:

- 2. Non-Smoking Areas:** Resident and members of Resident's household shall not smoke tobacco products in area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.
- 3. Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- 4. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- 5. Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.



6. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

7. **Damage to the Unit:** 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.

8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<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>		



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of Blank Forms is Illegal.**





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (C.A.R. Form LRM, 4/05)

The following terms and conditions are hereby incorporated in and made a part of the [] Residential Lease or Month-to-Month Rental Agreement, [] other _____, dated _____, on property located at (Street Address) _____ (Unit/Apartment) _____ (City) _____ (State) _____ (Zip Code) _____ ("Premises"), in which _____ is referred to as

_____ is referred to as "Tenant" and _____ is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, [] the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

- 1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) _____ Date _____

(Print Name) _____

Tenant (Signature) _____ Date _____

(Print Name) _____

Tenant (Signature) _____ Date _____

(Print Name) _____

Landlord (Signature) _____ Date _____

(Print Name) _____

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LRM 4/05 (PAGE 1 OF 1)

Buyer's Initials () () Seller's Initials () ()

Reviewed by _____ Date _____





WATER SUBMETER ADDENDUM (C.A.R. Form WSM, 6/17)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as address, _____

in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

- 1. The Tenant will be billed for water service separately from the Rent.
2. An estimate of the monthly bill for water service for Premises is \$ _____. This estimate is based on:
A. The average or median bill for water service for comparative dwelling units at the Property over any three of the past six months.
OR B. The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, and including all other monthly charges that will be accessed.
3. Landlord will send Tenant a bill for water services on or before the _____ (date) of each month, (Other _____).
4. If Tenant has questions about the water service billing, these questions should be directed to Landlord, Property Manager, billing agent at the mailing address, email address or number specified in the Agreement between the hours of _____ to _____ on the following days _____ (if the phone number in the agreement is not local or toll-free then, at the following number _____).
5. The monthly bill for water service may only include the following charges:
A. Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of Civil Code Section 1954.205.
B. Payment of a portion of the fixed fee charged by the water purveyors for water service.
C. A fee for the Landlord's or billing agent's costs in accordance with paragraph (3) of subdivision (a) of Civil Code Section 1954.205.
D. Any late fee, with the amounts and times assessed, in compliance with Civil Code Section 1954.213.
6. The Tenant shall notify the Landlord or Property Manager at the mailing address, email address or toll-free telephone or local telephone number specified of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.
7. Landlord shall provide any of the following information if asked by the tenant:
(i) The location of the submeter; (ii) The calculations used to determine a monthly bill; (iii) The date the submeter was last certified for use; (iv) and the date the submeter is next scheduled for certification, if known.
8. If the tenant believes that the submeter reading is inaccurate or the submeter is malfunctioning, the Tenant shall first notify the Landlord in writing and request an investigation.

County Sealer: Mailing address _____ Phone number _____ Email address _____

Contact information for many County Sealers can be found at the following URL: https://www.cdfa.ca.gov/exec/county/documents/countycommissionersealercontactinfo.pdf. If not, you may call, visit, or go to the website of, the County Government office where the Property is located.

This Addendum only provides a general overview of the laws regarding submeters. The laws themselves can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code available online or at most libraries.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____
Tenant _____ Landlord _____
Tenant _____ Landlord _____

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Reviewed by _____ Date _____

