

**AGREEMENT TO RENT OR LEASE**  
(California)

**1.) PARTIES:** The parties to this agreement are *California-West, Inc.*, Agent for Owner, hereafter called Landlord, and THIS IS A SAMPLE, THIS IS A SAMPLE, THIS IS A SAMPLE THIS IS A SAMPLE, hereafter called Tenant.

**2.) PREMISES:** Landlord hereby rents to Tenant and Tenant hereby hires from Landlord the Premises commonly known as , San Luis Obispo, CA 93401, subject to the terms, conditions and covenants set out herein, which are a material part of the consideration for this Agreement. The following personal property is also included: \_\_\_\_\_.

**3.) TERM:** This Agreement shall commence on \_\_\_\_\_, and shall continue: (Check One)

\_\_\_\_\_ On a month-to-month basis thereafter until either party shall terminate the tenancy by the giving of written notice to the other of intention to terminate at least 30 days prior to the date of termination.

xx through, \_\_\_\_\_ for a total rent of \$ \_\_\_\_\_ (dollars).

**4.) RENT:** The monthly rent for the premises shall be \$ \_\_\_\_\_, due and payable, in advance, on the first day of each month. There is no grace period and Landlord is entitled to make written demand for the rent unpaid on the second day of the rental period. Rent shall be made payable to California-West Inc. and delivered to 1380 Broad St. #1, San Luis Obispo, CA 93401. Should Tenant fail to pay an installment of rent, or any portion thereof, by the first day of each month, Tenant shall pay to Landlord as a Late Rent Charge the sum of \$25.00. Such charge shall be deemed additional rent for such rental period and Landlord may deduct such charge from the Tenant's Security Deposit. (See Section 6 of this Agreement) A fee of \$25.00 shall be charged to Tenant for any check returned by the bank; a \$25.00 late fee may also apply.

**5.) UTILITIES:** Tenant shall be responsible for all utilities and services and agrees to make payment for same, except the following, which shall be paid by Landlord: \_\_\_\_\_.

**6.) SECURITY DEPOSIT:** Landlord hereby acknowledges receipt of a Security Deposit in the amount of \$ \_\_\_\_\_ which, when combined with all other advanced deposits herein, does not exceed two months' rent for an unfurnished unit or three months' rent for a furnished unit. The Security Deposit shall cover the following: damage to the premises caused by Tenant or any other person on the premises with Tenant's consent (normal wear and tear excepted); breach of this Agreement including nonpayment of rent; cleaning of the premises, including carpet cleaning by a licensed professional. No portion of the Security Deposit shall be used toward the last month's rent without prior written consent of the Landlord. Within twenty-one (21) days of the date that possession of the premises is delivered to the Landlord by the Tenant's delivery of the keys to the office of California-West, Inc., Landlord shall refund the entire Security Deposit to Tenant, or if deductions have been made, a written itemization of all deductions stating the reason therefore and the amount thereof along with the remainder of the Security Deposit, if any. Tenant is liable to Landlord for any costs hereunder in excess of the Security Deposit.

**7.) USE, OCCUPANCY AND MAINTENANCE OF THE PREMISES:** The premises are to be used only as a private residence for not more than 1 person(s) and for no other purpose without the prior written consent of Landlord. Occupancy by guests of Tenant staying more than 15 consecutive days without the written consent of Landlord shall be considered a breach of this agreement by Tenant. The premises shall be occupied by only the following named persons:

\_\_\_\_\_

Tenant agrees to not allow any excessive noise or activity on the premises or commit any other nuisance or act which disturbs or interferes with the peace and quiet of neighbors. Tenant agrees to keep the dwelling unit in a clean and sanitary condition, to keep the premises clear of debris, rubbish and unsightly materials, and to not allow the commission of waste upon the premises. If the dwelling unit herein described is a single family dwelling or duplex, Tenant agrees to take proper care of any surrounding grounds, including but not limited to lawns and shrubbery. Tenant shall not violate any governmental law or ordinance relating to the use of the premises. Tenant shall pay all fines assessed as a result of such violations committed by Tenant or guests of Tenant.

**8.) ENTRY, INSPECTIONS:** Landlord may enter the premises with consent of Tenant or upon prior reasonable written notice to Tenant (24 hours shall be deemed reasonable advance notice) for the purpose of: making repairs, alterations or additions; installing, repairing, testing or maintaining smoke detectors; or to show the premises to prospective Tenants, purchasers or mortgagees. Entry shall be made during regular business hours. For the purpose of making repairs and showing the premises, regular business hours shall be defined as 8:00 AM to 7:00 PM, Monday through Saturday. In the event of an emergency (such as fire or plumbing leak, etc.), Landlord may enter the premises without consent or prior notice. Landlord shall have duplicate or master keys to all locks upon the premises.

**9.) DAMAGE TO THE PREMISES:** Tenant shall be liable for the cost of repairs of any damage to the premises caused by Tenant or any guest of Tenant. Except as provided by law, such repairs shall be made by Tenant at his/her expense within ten (10) days after notice of need for repair by Landlord or Landlord may, at Landlord's option, cause such repairs to be made at Tenant's expense. The cost of such repair may, at the option of Landlord, be deducted by Landlord from any Security Deposit made by Tenant, and Tenant agrees to replace such expended portion of Security Deposit within five (5) days of receipt of notice. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the satisfaction of the Landlord.

**10.) ALTERATIONS, SIGNS:** Except as provided by law, Tenant shall not make alterations, repairs or decorations to the premises without prior written consent of Landlord. Tenant shall not publicly display any sign or exhibit on the premises without prior written consent of Landlord. Tenant shall not have any wiring—including but not limited to wiring for satellite dishes, cable television, or computers—added to the house without prior written consent of Landlord. Landlord will not unreasonably withhold such authorization but will control the quality of such installation.

**11.) MULTIPLE OCCUPANCY:** Tenant acknowledges that this Agreement is between Landlord and each Tenant executing this Agreement jointly and severally, whether or not in actual possession of the premises. In the event of default by any one, each and every remaining Tenant shall be responsible for payment of all rent and all other provisions of this Agreement.

**12.) HOLDOVER:** If Tenant holds over at the expiration of the termination date of the tenancy herein, and Landlord accepts rent thereafter, then this Agreement shall remain in full force and effect except that the term of the tenancy shall become month-to-month at the monthly rent then in effect plus \$0.00 per month, unless otherwise agreed by the parties in writing.

**13.) SUBLEASING, ASSIGNMENT, LIENS:** Tenant shall not sublet the premises or assign this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant further agrees to not allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Tenant is a party without Landlord's

written consent. Tenant agrees that if this agreement is assigned to another individual, Landlord will not release any portion of the Security Deposit. Tenant is responsible for negotiating compensation for Tenant's portion of the Security Deposit with the new individual and/or the remaining Tenants. No assignment is allowed unless the new individual, the leaving Tenant, the remaining Tenants, and Landlord all sign a "Rental Lease Assumption Agreement."

**14.) ABANDONMENT:** Tenant shall not vacate or abandon the premises prior to the expiration of this Agreement. If Tenant does abandon, Landlord shall have the right of reentry pursuant to the laws of the State of California.

**15.) REENTRY, DEFAULT:** Upon material breach of this Agreement or default by Tenant, Landlord reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.

**16.) POSSESSION:** If Landlord is unable to deliver possession of the premises at the time of commencement of this Agreement, Landlord shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for rent until possession is delivered. Tenant may terminate this agreement by written notice to Landlord if possession is not delivered within ten (10) days of commencement of the term of this Agreement.

**17.) LEGAL FEES:** In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in addition to all other relief.

**18.) NOTICES:** All notices required by this Agreement should be in writing and delivered to the parties as follows:  
To the Tenant at the leased premises. To Landlord at

**California-West, Inc.**  
**1380 Broad St.**  
**San Luis Obispo, CA 93401**

**19.) RULES AND REGULATIONS:** Tenant agrees to comply with all reasonable Landlord's rules and regulations which are applicable to all Tenants and are in existence at the execution of this Agreement. Tenant will also comply with any such rules and regulations adopted from time to time by Landlord as long as they do not substantially change the provisions of this Agreement.

\_\_\_\_\_ **(Initial)** Tenant acknowledges receipt of *Tenant Handbook* and agrees to abide by the policies and procedures therein.

**20.) PETS:** No pets, including any animal, bird, fowl, reptile or amphibian, and no aquariums in excess of ten (10) gallons, are allowed on the premises without prior written consent of Landlord. Written consent is hereby given for: THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE

**21.)** \_\_\_\_\_ **(Initial) SMOKE DETECTORS:** The premises are equipped with at least One smoke detector(s). Tenant acknowledges that each smoke detector will be tested at the time of initial occupancy, and agrees to notify Landlord immediately of any defects or malfunctions that may be discovered. Tenant agrees to: inspect and test each smoke detector monthly; to replace the batteries as needed; to notify the Landlord promptly in writing of any defects or malfunctions; and to not remove, dismantle or otherwise render the smoke detector(s) inoperable.

**22.) LIQUID FURNITURE:** No liquid furniture of any kind is allowed on the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld if the property was built at such a time that it can support liquid furniture.

\_\_\_\_\_ **(Initial)** If permission for liquid furniture has been given by initialing as provided, Tenant acknowledges provision of a certificate of insurance to California-West, Inc. no later than \_\_\_\_\_.

**23.) TIME:** Time is of the essence in each provision of this Agreement.

**24.) WAIVER:** Failure of Landlord to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this Agreement. The receipt by Landlord of rent with the knowledge of any breach of a provision of this Agreement shall not be construed as a waiver of such breach.

**25.) DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so as to seriously interfere with Tenant's occupancy, either party to this Agreement may terminate immediately upon delivery of written notice to the other.

**26.)** \_\_\_\_\_ **(Initial) HOLD HARMLESS AND WAIVER:** No insurance is provided by Landlord for Tenant's personal property. Tenant agrees to indemnify and hold Landlord harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Tenant or any other person on the premises with Tenant's consent except as may be caused by the negligence of Landlord. Tenant is encouraged to obtain renter's insurance.

**27.) SEVERABILITY:** If any provision of this Agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given effect without the invalid provision or application. To this end all provisions of this Agreement are severable.

**28.) MISCELLANEOUS:** The headings or titles to paragraphs herein are not part of this Agreement and shall have no effect upon construction or interpretation. For purposes of interpretation of this Agreement, the masculine shall include the feminine and the singular the plural.

**29.)** \_\_\_\_\_ **(Initial) INDEMNITY AGREEMENT:** Tenants agree to indemnify Landlord against any loss or expense, including attorney's fees, incurred by Landlord as a result of the violation of any law or ordinance on the premises during the term of the lease except violations that are attributable to an act or omission by Landlord. This indemnity includes, but is not limited to, a violation of the local noise control ordinance (Municipal Code section 9.12). Any amount owed by tenants to Landlord pursuant to this indemnity shall be considered additional rent and shall be paid by Tenants within three days after a written demand for payment is given to Tenants. A failure to pay the amount due within the three-day period will be a material breach of this lease.

**30.)** \_\_\_\_\_ **(Initial) DISCLOSURE OF STATE DATA BASE OF REGISTERED SEX OFFENDERS:** As required by California Civil Code Section 2079.10a, the following terms are incorporated into and made a part of your residential rental agreement. "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 data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 209.4 of Penal Code. The data base 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."

**31.) ENVIRONMENTAL HAZARDS DISCLOSURE OF INFORMATION FOR HOUSING RENTALS AND LEASES:**

**Tenant's Acknowledgment** (initial)

\_\_\_\_\_ Tenant has received the pamphlet ENVIRONMENTAL HAZARDS: A Guide for Homeowners, Buyers, Landlords and Tenants.

**32.) MOLD DISCLOSURE**

\_\_\_\_\_ Tenant understands that the growth of mold & mildew is primarily due to conditions over which Tenant, not Landlord, has control, namely moisture and ventilation. To reduce occurrence of mold & mildew Tenant agrees to (1) wipe down shower interiors and fixtures following each use, (2) "crack" the bathroom window during and immediately following showering, so as to ventilate steam & moisture, (3) run the bathroom fan if one is installed, during and after each shower, (4) leave the bathroom door open for ventilation after each shower, and **(5) immediately report any mold, mildew, or water leaks to Landlord.**

**33.) PROPOSITION 65 WARNING:** This property may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals may include, but are not limited to, tobacco smoke, lead and lead compounds, asbestos, carbon monoxide and gasoline components. Please request a copy of the **OEHHA** pamphlet should you have any questions or concerns regarding this warning.

**34.) ADDITIONAL TERMS, CONDITIONS, COVENANTS:** The following are additional terms, conditions and covenants to which the Parties agree:

1. The Returned Check Charge is \$50.00.
2. The charge for late payment of rent is \$25.00.
3. There shall be no smoking inside the unit.
4. Cost for sewer cleanout caused by disposal of paper towels, sanitary napkins, grease or food into the sewer system, shall be paid by Tenant.
5. No Satellite Dishes are permitted on the property.
6. The vestibules, hallways, stairways and other public passages shall not be obstructed by Tenants or their guests, or used by them for any purpose other than to enter or exit their respective apartments. Tenants are specifically prohibited from storing barbecues, chairs, or any other items in these areas.
7. Tenants are advised not to use any off-the-shelf products to clean drains. Any damage to pipes due to drain cleaners will be charged to tenants.
8. Tenants are responsible for replacing light bulbs in their units.
9. **THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE THIS IS A SAMPLE**

**35.) ENTIRE AGREEMENT:** The foregoing is the entire Agreement between the Parties and may be modified only by writing.

WHEREFORE, we, the undersigned, do hereby execute and agree to this Agreement.

LANDLORD:

TENANT:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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Signature Date

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