

LEASE AGREEMENT

THIS LEASE, hereafter referred to as the "Lease," is made and entered into this _____ (day) of _____ (month), _____ (year) between

 as agent for and on behalf of the premises "Landlord," whose address and phone number are
 _____,
 _____, and
 _____ "Tenant."

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** The term of this Lease is for _____, beginning on _____ and ending on _____, at which time this Lease shall terminate without further notice. Continued possession of the premises following the expiration of the Lease will be deemed as holding over. Holding over by Tenant does not constitute an automatic month to month tenancy. Any renewal or extension of the Lease must be in a separate writing.

2. **RENTAL UNIT:** Subject to the terms and conditions of this Lease, Landlord rents to Tenant and Tenant rents from Landlord, for Tenant use only, the premises located at _____
 Davis, California, _____. Unit No. _____.

3. **RENT:** The total rental price for the term of the Lease is \$_____ payable in monthly installments of \$_____, due in advance on the _____ day of each and every month, beginning on _____. Payments made in person may be delivered to _____ at _____ between the hours of _____ on _____, in the form of _____.

4. **THIRD PARTY PAYMENTS:** If rent is paid by a third party, this third party does not gain any rights to the property at any time. Furthermore, this third party is not entitled to renter account information unless expressly given permission by the Tenant in possession of the property.

5. **LATE PAYMENTS:** If rent is not paid by the _____ day of the month, there will be a late charge of _____ assessed.

Pursuant to California Civil Code §1719, if Tenant passes a check on insufficient funds, Tenant will be liable to Landlord for the amount of the check and a service charge not to exceed \$25 for the first check passed on insufficient funds and not to exceed \$35 for each subsequent check passed on insufficient funds.

6. SECURITY DEPOSIT: Tenant(s) shall deposit with the Landlord, as a security deposit, the sum of \$_____. Tenant(s) shall not use the security deposit to pay any month's rent.

7. SECURITY DEPOSIT WITHHOLDING: The security deposit will not be returned until all Tenants have vacated the Premises.

8. SECURITY DEPOSIT DEDUCTIONS: Landlord may deduct from the security deposit any such amounts as are reasonably necessary to recover any defaults made in the faithful performance by Tenant of the Lease. Tenant must return the premises to the condition at the commencement of the Lease, reasonable wear and tear excluded. The cost of maintenance and repairs due to reasonable wear and tear shall be assumed by Landlord. Landlord shall return any remaining portion of the security deposit to Tenant within 21 days after Tenant has vacated and Landlord has regained possession of the premises. In the event any deduction to the security deposit is made by Landlord, Landlord shall provide Tenant with an itemized statement accounting for the use of the unrefunded portion of the security deposit, including a detailed itemization of labor and materials, within 21 days of this Lease's termination.

9. UTILITIES: Charges for utilities connected with the premises shall be paid by Landlord with the exception of _____ which will be paid by Tenant.

10. ENTIRE LEASE: This Lease includes the addendum containing

attached hereto. The words "Landlord" and "Tenant" include the plural as well as singular.

ADDITIONAL TERMS OF LEASE

- 11. MULTIPLE TENANT:** If there is more than one Tenant:
- a. Each Tenant is jointly and severally liable for all obligations under this Lease.
 - The language "joint and several" means if more than one person has signed the lease as a Tenant, then any and all other Tenant collectively are fully responsible for fulfilling (including full payment of rent) all the conditions of this lease, except where expressly otherwise agreed, and regardless of whether the particular signatory has vacated the premises.
 - b. Each Tenant shall remain bound to all the terms and conditions of this Lease until this Lease is terminated, or unless a Tenant is released by Landlord in writing.
 - c. It is the responsibility of multiple Tenants to make arrangements between themselves as to deposits, or other fees paid by them jointly to Landlord, if less than all such Tenant vacate the premises without termination of this Lease.

- d. Landlord may make the refund of any amounts owing to Tenant under this Lease by joint check to the remaining Tenant.
- e. No Tenant may reside in the apartment that are not listed on this Lease. Any change in the number of Tenant in the apartment must be reported to Landlord.

12. PET PROHIBITION: Without Landlord's prior written consent, as an addendum to this Agreement, unauthorized pets shall not be kept or allowed in or about said premises.

13. QUIET ENJOYMENT: Tenant shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises, commit waste or nuisance, annoy, molest or interfere with any other resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

14. MAINTENANCE, REPAIRS, AND ALTERATIONS:

- a. Landlord shall place the premises in good repair and condition fit for human habitation before Tenant begins to occupy the premises, and shall keep the premises and building in good repair during the term of the lease.
- b. Tenant shall not make any alterations or improvements in or about the premises without Landlord's written consent.
- c. Tenant shall notify Landlord of any items requiring repair. Tenant shall make repair requests as soon as is practical once the defect is noted.

15. LARGE APPLIANCES: Tenant shall not move or remove any large appliances provided by Landlord without prior written consent of the Landlord. Tenant shall not install or operate any additional large appliances not provided by the Landlord, without prior written consent of the Landlord. Large appliances include but are not limited to refrigerators, dishwashers, stoves, and ovens.

16. SAFETY AND SECURITY: Landlord shall not be liable to Tenant or to any guests or invitees for any damage or losses to person or property arising from any negligence by Tenant, guests, invitees, or uninvited persons. In case of an emergency, Tenant should call 911. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Tenant's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.

- a. Tenant shall ensure that all doors are locked during Tenant's absence. Tenant must notify Landlord if locks become inoperable.
- b. Tenant shall ensure that all appliances, with exception to the refrigerator, are turned off before departing the premises.
- c. When leaving for one week or more, Tenant should notify Landlord how long Tenant will be away.
- d. Prior to any planned absence from the unit, Tenant shall provide Landlord with the name of any person or entity permitted by Tenant to enter the unit.
- e. Tenant shall refrain from using or storing combustibles in the unit.

17. SMOKE DETECTION AND CARBON MONOXIDE DETECTION DEVICE: The premises are equipped with a functioning smoke detection and a functioning carbon monoxide detection device(s). Any problems, maintenance, or needs for repair must be immediately reported to Landlord. If battery operated, Tenant is responsible for changing the batteries as necessary. In accordance with California law, Landlord shall have a right to enter the premises with proper notice under California Civil Code 1954 to check and maintain the smoke detection and the carbon monoxide detection device(s).

18. UNLAWFUL ACTIVITY: Tenant, members of the Tenant's household, and any guest or persons under the Tenant's control shall not:

- a. Engage in criminal activity on or near property premises.
- b. Engage in any act intended to facilitate criminal activity on or near property premises.
- c. Engage in acts of violence or threats of violence on or near property/premises.
- d. Additionally, Tenant and members of the household will not permit the dwelling unit or property to be used for, or to facilitate, criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.

A single violation of any of the above provisions shall be deemed a serious and material violation of the Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Agreement. Proof of violation shall not require criminal conviction. In case of conflict between Paragraph 7 and any other provisions of the Lease, the provisions of this paragraph shall govern.

19. FINES AND PENALTIES: Tenant is responsible for any fines or other costs occasioned by violations of the law by Tenant or Tenant's guests on the property while Tenant is in possession. If such fines or costs are levied against Landlord, Tenant agrees to pay such fines or costs attributed to Tenant's tenancy or the conduct of the Tenant, Tenant's guests or others at the premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Tenant.

20. DESTRUCTION OF OR DAMAGE TO THE PREMISES:

- a. Tenant agrees not to destroy, damage, deface, or remove any property of the Leased Premises or Residential Community or permit any persons or animals to do so and assume all liability for damages other than ordinary wear and tear.
- b. If the premises are totally destroyed by a casualty, this Lease will terminate as of the date on which the damage occurs.
- c. If the premises are only partially damaged, or are temporarily uninhabitable, Landlord will immediately repair such damage and restore the premises. If only part of the premises cannot be used, there will be a proportionate reduction of rent until the premises are repaired.

21. BEGINNING INVENTORY

- a. At the time Tenant takes possession of the premises, Landlord shall provide Tenant with an inventory statement. Tenant shall indicate on the statement the condition of the premises and their furnishings and decorations, if any. Both Tenant and Landlord shall sign and receive an executed copy of the inventory statement within seven (7) days from the date of taking possession. When Tenant returns possession of the premises to Landlord, they shall return the premises and the furnishings and decorations, if any, in the same condition as when received, with the exception of reasonable use and wear. Both Landlord and Tenant are reminded of the importance of the prompt signing of this inventory statement, in order to minimize disputes over the return of the security deposit.

22. END OF TERM INSPECTION:

- a. Landlord shall notify the Tenant in writing of the Tenant's option to request an inspection and of the Tenant's right to be present at the inspection. No earlier than two weeks before the termination or the end of the Term, the Landlord shall, upon the request of the Tenant, inspect the premises. If Tenant requests an inspection, Tenant and Landlord shall attempt to schedule the inspection at a mutually acceptable date and time. Landlord shall give at least 48 hours prior written notice of the date and time of the inspection, unless Tenant and Landlord agree to waive the written notice by signing a waiver. Written notice shall contain the following:

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

If Tenant does not request an inspection, the Landlord's duties under Cal. Civ. Code Section 1950.5(f)(1) are discharged.
- b. Landlord may use the Davis Model Inventory and Inspection Form or reasonable facsimile for the purposes of this inspection. On the form, both Landlord and Tenant must describe what they believe to be the damage and harm caused by Tenant's improper maintenance. Both Landlord and Tenant shall sign and receive an executed copy of the inventory statement.
- c. No later than 21 days after the Tenant has vacated and the Landlord has regained possession of the premises, Landlord shall return any remaining portion of the security deposit, minus deductions for damages in excess of reasonable wear and tear, by check addressed to all Tenants in the Lease. The check will be mailed to the forwarding address given. The premises is not considered released, and the deposit is not refundable, until ALL occupants have vacated the premises and all keys have been returned. Partial refunds of deposits to individual Tenants are not made where the tenancy continues with

the occupancy being retained by other Tenants who have signed the Lease.

23. AB-1482 TENANT PROTECTION ACT OF 2019:

- a. Cal. Civil Code Section 1947.12 limits the amount rent can be increased for certain residences, excluding those listed in paragraph (d) of the statute.
- b. Cal. Civil Code Section 1946.2 provides that the Landlord shall not terminate the tenancy without just cause stated in the written notice to terminate tenancy if:
 - o A Tenant has continuously and lawfully occupied the premises for 12 months, or
 - o In cases where an additional adult tenant is added to the lease before an existing tenant has continuously and lawfully occupied the premises for 24 months, all Tenants have continuously and lawfully occupied the premises for 12 months or one or more Tenants have continuously and lawfully occupied the premises for 24 months. Paragraph (e) of the statute provides a list of properties that are covered by Section 1946.2. Please contact an attorney if you have questions on whether or not 1946.2 is applicable to your lease.

24. ENTRY: Pursuant to California Civil Code 1954, Landlord may enter the dwelling unit in the following cases:

- a. In case of an emergency;
- b. To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors, or to make an inspection pursuant to subdivision (f) of Section 1950.5.
- c. When Tenant has abandoned or surrendered the premises;
- d. Pursuant to court order; or
- e. With Tenant consent
- f. Except in the cases of paragraphs (a), (c), and (e), the Landlord should give the Tenant reasonable notice in writing of their intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of entry. The notice may be personally delivered to the Tenant, or to someone of suitable age and discretion at the premises, or left on the usual entry door of the premises at least 24 hours prior to entry. The notice may be mailed to the Tenant at least six days prior to entry. Any Tenant receiving said notice or giving consent shall inform other Tenant, if any, of proposed entry. Landlord shall not abuse the right of access or use it to harass Tenant.

25. HOLDING OVER:

- a. Tenant is not to remain in the premises beyond the date agreed upon as the expiration of this lease except with the written consent of Landlord; Tenant who vacates the premises on or before the termination date set forth in this

lease shall not be responsible for Tenant who do not vacate on or before the termination date of the lease.

26. REGISTERED SEX OFFENDERS NOTICE: 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 the offender resides.

27. CANCELLATION PRIOR TO LEASE COMMENCEMENT: After this Lease has been signed by all parties and executed, if Tenant(s) gives written notice of cancellation of this Lease prior to the commencement date, Landlord will

- a. terminate this Lease and hold Tenant(s) liable for actual damages incurred by the cancellation. Landlord must attempt to mitigate damages by making reasonable efforts to relet the premises and reduce damages.

28. MEDIATION: In the event that Landlord and Tenant are unable to resolve any dispute or claim arising out of this rental agreement, either party may submit the dispute to any or all established methods of mediation, such as those offered by the Yolo Conflict Resolution Center. This provision shall not be construed or interpreted to constitute an arbitration clause requiring arbitration, nor as the sole or exclusive remedy to both parties.

29. NONWAIVER OF BREACH: No failure of Landlord or Tenant to enforce any term of the Lease shall be deemed a waiver of any subsequent breach.

30. SERVICE MEMBER'S CIVIL RELIEF ACT OF 2003: In the event the tenant enters the United States Armed Forces, receives military orders for permanent change of station or to deploy with a military unit for at least 90 days, or receives a stop movement order, effective for an indefinite period or at least 90 days, issued by the Secretary, then the Tenant may terminate this lease by delivering written notice of termination, with a copy of the service member's military orders, to the Landlord. Delivery of notice may be accomplished by hand delivery, private business carrier, mail with return receipt requested, or electronic means. For leases requiring monthly payment of rent, termination is effective 30 days after the first date on which the next rental payment is due. For all other leases, termination is effective on the last day of the month following the month in which the notice is delivered.

31. USE OF PREMISES: The Premises shall be used and occupied by Tenant(s), for no more than _____ person(s) exclusively, as a private individual dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private dwelling. Tenant(s) shall not allow any other person,

people, or guests, to use or occupy the Premises without first obtaining Landlord's written consent to such use. At the discretion of Landlord, guest(s) who overstay this limit may be required to go through the application process, and if approved, must sign the Lease.

32. SUBLEASE AND ASSIGNMENT: Tenant may assign or sublet the premises only with Landlord's prior written consent, which consent shall not be withheld unreasonably.

This Lease constitutes the sole agreement between the parties, and **no additions, deletions, or modifications may be accomplished without the written consent of both parties.** Any oral representations made at the time of executing this Lease are not legally valid and therefore are not binding on either party.

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

1. _____

Name

Permanent/Previous Home Address

Phone

Email

Landlord/Agent Name

Landlord/Agent Signature

Date

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

1. _____
Name

Permanent/Previous Home Address

Phone Email

2. _____
Name

Permanent/Previous Home Address

Phone Email

Landlord/Agent Name *Landlord/Agent Signature* *Date*

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

1. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

2. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

3. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

Landlord/Agent Name Landlord/Agent Signature Date

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

1. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

2. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

3. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

4. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

Landlord/Agent Name Landlord/Agent Signature Date

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

1. _____
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Phone Email

2. _____
Name

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Phone Email

3. _____
Name

Permanent/Previous Home Address

Phone Email

4. _____
Name

Permanent/Previous Home Address

Phone Email

5. _____
Name

Permanent/Previous Home Address

Phone Email

Landlord/Agent Name Landlord/Agent Signature Date

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Permanent/Previous Home Address

Phone _____ Email _____

6. _____
Name

Permanent/Previous Home Address

Phone _____ Email _____

Landlord/Agent Name Landlord/Agent Signature Date