

CALIFORNIA MONTH-TO-MONTH LEASE

I. THE PARTIES. This California Month-to-Month Lease Agreement ("Agreement") is made on this _____, 20____ between:

Landlord: _____ with a mailing address of _____, City of _____, State of _____ ("Landlord"), AND

Tenant(s): _____ ("Tenant").

Landlord and Tenant will be referred to individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and agreements stated herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement constitutes a month-to-month Lease. The Tenant is permitted to occupy the Premises on a month-to-month basis beginning on _____, 20____ and concluding upon a notice of ____ days from either Party to the other Party ("Lease Term"). It is acknowledged that the minimum notice period for termination in the State of California is thirty (30) days for tenancies lasting one (1) year or less, and sixty (60) days for those exceeding one (1) year.

III. OCCUPANT(S). The Premises shall be used exclusively as a residential dwelling and will include the following individual(s) in addition to the Tenant: (check one)

☐ - _____ ("Occupant(s)")

☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the property described below to the Tenant: (please provide property details)

a.) Mailing Address: _____, City of _____, State of _____.

b.) Type of Residence: ☐ Apartment ☐ House ☐ Condo ☐ Other: _____

c.) Number of Bedrooms: _____

d.) Number of Bathrooms: _____

The property mentioned above will be leased exclusively to the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may use the Premises solely for the following purpose: (please check one)

☐ - As a residential dwelling only. ☐ - As a residential dwelling and:

_____.

VI. FURNISHINGS. The Premises is: (please check one)

- ☐ - To be furnished with the following items: _____
_____.
- ☐ - Not furnished.

VII. APPLIANCES. The Landlord shall: (please check one)

- ☐ - Provide the following appliances: _____
_____.
- ☐ - Not provide any appliances.

VIII. RENT. The Tenant agrees to pay the Landlord a total of \$_____ ("Rent") in equal monthly installments. The Rent is due on the ____ of each month ("Due Date") and should be paid according to the following instructions:

_____.

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant issues a Rent payment check that is not honored due to insufficient funds (NSF): (please check one)

- ☐ - A fee of \$_____ will be charged per incident. ☐ - No fee will be charged.

X. LATE FEE. If the Rent is not received by the Due Date: (please check one)

- ☐ - A penalty of \$_____ will apply as ☐ One (1) Time Payment ☐ Daily until Rent is paid.
Rent is considered late if not paid within ____ day(s) after the Due Date.
- ☐ - There will be No Late Fee for delayed Rent.

XI. FIRST (1ST) MONTH'S RENT. The Tenant must pay the first (1st) month's rent: (please check one)

- ☐ - Upon signing this Agreement. ☐ - On the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (please check one)

- ☐ - Pre-Pay Rent in the amount of \$_____ for the term starting on _____, 20____ and ending on _____, 20____. This Pre-Payment of Rent is due upon signing this Agreement.
- ☐ - Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (please select one)

- ☐ - Will take possession of the Premises prior to the Lease Term start date on _____, 20____, and agrees to pay \$_____ for the proration period. The proration rate is based on the monthly Rent calculated on a daily basis, which the Tenant will pay upon signing this Agreement.
- ☐ - Will not take possession of the Premises before the Lease Term begins.

XIV. SECURITY DEPOSIT. Regarding this Agreement: (please select one)

- ☐ - The Landlord requires a Security Deposit of \$_____ (“Security Deposit”) to ensure the Tenant's compliance with the terms and conditions of this Agreement. The Tenant must pay the Security Deposit upon signing this Agreement. The Security Deposit will be returned to the Tenant within ____ days after the Lease Term ends, minus any itemized deductions. This Security Deposit cannot be applied toward Rent unless the Landlord provides written consent.
- ☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before or at the time the Tenant takes possession, or shortly thereafter, the Landlord and Tenant: (please select one)

- ☐ - Agree to conduct an inspection of the Premises and document any existing damages or repairs needed on a move-in checklist.
- ☐ - Will not inspect the Premises or create a move-in checklist.

XVI. PARKING. The Landlord: (please select one)

- ☐ - Will provide ____ parking space(s) to the Tenant for a fee of \$_____ to be paid ☐ upon signing this Agreement ☐ monthly, in addition to the rent. The parking space(s) are described as:

_____.

- ☐ - Will NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises are sold, the Tenant will be informed of the new Owner, and if there is a new Manager, their contact information for repairs and maintenance will be provided. If the Premises are transferred to another party, the new owner: (please select one)

- ☐ - Has the right to terminate this Agreement with ____ days' notice to the Tenant.
- ☐ - Does not have the authority to terminate this Agreement.

XVIII. UTILITIES. The Landlord agrees to provide the following utilities and services to the Tenant:

Any utilities or services not specified will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (select one)

- ☐ - Shall have the right to terminate this Agreement at any time by providing at least ____ days' written notice to the Landlord, along with an early termination fee of \$_____ (US Dollars). During the notice period, the Tenant will remain responsible for rent payments.
- ☐ - Shall not have the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (select one)

- ☐ - Permitted ONLY in the following areas: _____.
- ☐ - Prohibited on the Premises and in Common Areas.

XXI. PETS. The Tenant: (select one)

- ☐ - Shall have the right to keep ____ pet(s) on the Premises, consisting of _____ [Types of Pets Allowed], with a maximum weight of ____ pounds. The Landlord will charge a fee of \$_____ for pet ownership that is ☐ non-refundable ☐ refundable unless damages related to the pet occur. The Tenant is responsible for any damage caused by the pet, regardless of ownership, and agrees to restore the Premises to its original condition at their own expense.
- ☐ - Shall not have the right to keep pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (select one)

- ☐ - Shall have the right to use a waterbed on the Premises.
- ☐ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notices sent by the Landlord or Tenant to one another shall be directed to the following addresses:

Landlord's / Agent's Address:

Tenant's Mailing Address: (select one)

☐ - The Premises.

☐ - Other. _____.

XXIV. AGENT/MANAGER. (Please check one)

☐ - The Landlord has a manager available on the Premises who can be contacted for any maintenance or repair issues at:

Name: _____

Telephone: (____) ____ - _____

E-Mail: _____

☐ - The Landlord does not have a manager on the Premises, but can be contacted for any maintenance or repair at:

Telephone: (____) ____ - _____

E-Mail: _____

XXV. POSSESSION. The Tenant has inspected the condition of the Premises and, by taking possession, acknowledges acceptance of the Premises in good order and its current condition, except as otherwise stated herein. If the Landlord fails to deliver possession of the Premises to the Tenant at the start of the Lease Term, the Tenant may terminate this Agreement. Additionally, if the Tenant chooses to cancel this Agreement due to the Landlord's failure to deliver possession, any Security Deposit (if applicable) will be returned to the Tenant along with any prepaid rent or fees, including any fees paid during the application process prior to executing this Agreement.

XXVI. ACCESS. At the start of the Proration Period or the Lease Term, whichever comes first, the Landlord agrees to provide the Tenant with access in the form of keys, fobs, cards, or keyless entry systems to enter common areas and the Premises. Duplicate copies of access keys may only be authorized with the Landlord's consent, and if replacements are necessary, the Landlord may charge a fee. At the conclusion of this Agreement, all access devices provided to the Tenant must be returned to the Landlord, or a fee will be charged to the Tenant, which may be deducted from the Security Deposit.

XXVII. SUBLETTING. The Tenant is prohibited from subletting the Premises without obtaining written consent from the Landlord. Approval for one subtenant does not imply consent for subsequent subtenants.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for the minimum period established by State law or seven (7) days, whichever is shorter, the Landlord has the right to terminate this Agreement immediately and remove all belongings, including personal property, from the Premises. In the event of the Tenant vacating or abandoning the Premises, the Landlord may immediately terminate this Agreement.

XXIX. ASSIGNMENT. The Tenant shall not transfer this Lease without obtaining the Landlord's prior written consent. Consent from the Landlord for one assignment does not imply consent for any future assignments.

XXX. RIGHT OF ENTRY. The Landlord reserves the right to enter the Premises during normal business hours, provided at least twenty-four (24) hours' notice is given, for purposes such as inspection, necessary repairs, alterations, improvements, or to deliver agreed services. The Landlord may also show the Premises to potential buyers, mortgagees, or tenants with reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant is responsible for maintaining the Premises in a clean and sanitary condition at their own expense and must return it in good condition upon termination, allowing for normal wear and tear. The Tenant cannot make alterations without the Landlord's written consent. The Landlord will handle repairs to both the interior and exterior of the building. If the Premises includes appliances like a washer, dryer, freezer, dehumidifier, or air conditioning unit, the Landlord will not guarantee their repair or replacement if they fail. The Landlord will install fresh batteries in all battery-operated smoke detectors upon the Tenant's move-in, and then it is the Tenant's responsibility to replace them as needed. A monthly "cursory" inspection of fire extinguishers may be required to ensure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees to avoid committing waste on the Premises, to refrain from creating or allowing any nuisance, and to use the premises lawfully. Additionally, the Tenant will adhere to all local, county, and state noise ordinances.

XXXIII. GUESTS. No individuals other than the Tenant and authorized Occupant(s) may reside on the Premises. Guests of the Tenant are permitted for stays not exceeding 48 hours unless the Landlord provides written approval for a longer duration.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees to promptly comply with all current and future laws, ordinances, orders, rules, regulations, and requirements set forth by federal, state, county, city, and municipal authorities concerning the Premises or their usage, whether compliance is directed at the Tenant, the Landlord, or both.

XXXV. DEFAULT. Should the Tenant fail to adhere to any financial or material provisions of this Agreement, existing rules and regulations, or any future regulations prescribed by the Landlord, or if the Tenant fails to meet any legal obligations within the timeframe specified in a written notice from the Landlord, the Landlord may terminate this Agreement. If rent is not paid on time and the default persists beyond the period specified in the written notice, the Landlord may declare the entire remaining balance of rent due immediately.

Exercise all rights and remedies available to the Landlord under law or equity, and may terminate this Agreement immediately. The Tenant will be considered in default if:

- (a) Rent or other owed amounts are not paid;
- (b) The Tenant, their guests, or Occupants violate this Agreement, rules, or any fire, safety, health, or criminal laws, regardless of whether an arrest or conviction occurs;
- (c) The Tenant abandons the Premises;
- (d) Incorrect or false information is provided in the rental application;
- (e) The Tenant or any Occupant is arrested, convicted, or granted deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or related to the possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state law;
- (f) Illegal drugs or paraphernalia are discovered in the Premises or on the Tenant, guests, or Occupants while present;
- (g) Any other violations permitted by law.

XXXVI. MULTIPLE TENANTS OR OCCUPANTS. Each individual recognized as a Tenant is jointly and individually responsible for fulfilling all obligations under this Agreement, including rent payments. If any Tenant, guest, or Occupant violates this Agreement, it is deemed a violation by the Tenant as well. Notices and requests made by the Landlord to the Tenant or any legal-age Occupants are considered notifications to the Tenant. Similarly, communications from the Tenant or any Occupants (including repair requests and entry permissions) are viewed as notifications from the Tenant. In eviction proceedings, the Tenant acts as the agent of the Premises for service of process.

XXXVII. DISPUTES. Should a dispute occur during or after the term of this Agreement between the Landlord and Tenant, both parties agree to negotiate in "good faith" before resorting to litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable for any reason, it does not affect the remainder of the Agreement or its application to other individuals, entities, or situations, which shall be enforced to the fullest extent allowed by law.

XXXIX. SURRENDER OF PREMISES. The Tenant is considered to have surrendered the Premises when:

- (a) The move-out date has passed, and no one is residing in the Premises, in the Landlord's reasonable judgment; or
- (b) Access to the Premises has been turned over to the Landlord – whichever occurs first. Upon the Agreement's expiration, the Tenant must return the Premises in the same or better condition than at the start of this Agreement, except for reasonable wear and tear and damage caused by the elements.

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

XLI. WAIVER. A waiver by the Landlord regarding any breach of covenant or duty by the Tenant under this Agreement does not constitute a waiver of any other breach or any future breach of the same covenant or duty. No provision of this Agreement will be deemed waived unless explicitly stated.

in writing as a formal amendment to this Agreement and signed by both the Tenant and Landlord.

XLII. EQUAL HOUSING. If the Tenant has any mental or physical impairment, the Landlord is obligated to provide reasonable modifications to the Premises, unless such changes would be overly difficult or costly for the Landlord to implement. Tenants are encouraged to submit details of their impairment(s) in writing to the Landlord to explore the most suitable options for making the necessary modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees not to keep any personal property that may pose a fire hazard, including substances with flammable or explosive characteristics on the Premises. Items prohibited from being brought into the Premises, aside from those needed for daily cooking or appliances, include but are not limited to compressed gas, gasoline, fuel, propane, kerosene, motor oil, fireworks, and any related materials in liquid, solid, or gas form.

XLIV. INDEMNIFICATION. The Landlord shall not be responsible for any damage or injury to the Tenant, others, or any property occurring on the Premises or common areas, and the Tenant agrees to indemnify the Landlord against any claims or damages unless caused solely by the Landlord's negligence. It is advisable for the Tenant to purchase renter's insurance at their own expense.

XLV. COVENANTS. The covenants and conditions contained herein shall be binding on the heirs, legal representatives, and assigns of both parties, with all covenants being interpreted as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises are considered uninhabitable due to damage beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. Should the damage result from the Tenant's negligence, the Tenant will be liable to the Landlord for all repair costs and for any loss of income until the Premises are restored to a livable condition, alongside any other losses that can be demonstrated by the Landlord.

XLVII. AB 142 JUST CAUSE ADDENDUM. In compliance with Civ. Code 1946.2(e)(8)(B)(i) & 1947.12(d)(5)(B)(i), this Addendum must be presented to the Tenant at or before signing this Agreement, barring any statutory exceptions. The Tenant acknowledges receipt of the AB 142 JUST CAUSE ADDENDUM by signing below on this Agreement.

XLVIII. BED BUG ADDENDUM. Under State law, the Landlord must provide a BED BUG ADDENDUM with this Agreement, informing the Tenant about how to prevent and manage a potential infestation. The Tenant acknowledges receipt of the BED BUG ADDENDUM by signing below on this Agreement.

XLIX. FLOOD ZONE. Effective July 1, 2018, the Landlord is required to inform the Tenant if the Premises are situated in a flood zone as per GOV Code 8589.45. If the Property is located in a flood zone, the Tenant acknowledges receipt of the necessary disclosures with their signature below on this Agreement.

L. MEGAN'S LAW. Notice: In accordance with Section 290.46 of the Penal Code, information regarding specific registered sex offenders is publicly accessible through an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal background, this information may include either their residential address or the community and ZIP Code where they reside.

LI. MOLD DISCLOSURE. As mandated by State law, the Landlord is required to inform the tenant about the health risks associated with mold by attaching the necessary disclosure form to this Agreement. The Tenant acknowledges receipt of the mold disclosure form by signing below on this Agreement.

LII. ORDINANCE LOCATIONS. Under State law, if the Landlord is aware of any previous federal or state ordinance sites in the neighborhood, they must provide written notice to a prospective tenant of this information before the rental agreement is signed. If any such ordinance locations are present, the Tenant acknowledges receipt of the required disclosure by signing below on this Agreement.

LIII. PEST CONTROL. If any pest remediation has been conducted on the property, an inspection report from the pest control company must also be provided to the Tenant. The Tenant acknowledges receipt of the necessary inspection reports by signing below on this Agreement.

LIV. SHARED UTILITIES. If the Premises has a shared electric or gas meter, the Landlord agrees to inform the Tenant about how the utility charges are divided. If there are shared utilities, the Tenant acknowledges receipt of the information regarding charge separation by signing below on this Agreement.

LV. LEAD PAINT. (check one)

- ☐ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.
- ☐ - The Premises was not built prior to 1978.

LVI. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of California.

LVII. ADDITIONAL TERMS AND CONDITIONS

LVIII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$_____

First (1st) Month's Rent: \$_____

Parking Fee: \$_____

Pet Fee(s): \$_____

Pre-Payment of Rent: \$_____

Proration Amount: \$_____

Total Amount: \$_____

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

1. Lead Warning Statement

Housing constructed before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose serious health risks if not managed appropriately. Exposure to lead is particularly dangerous for young children and pregnant women. Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in pre-1978 housing before renting it. Additionally, tenants must receive a federally approved pamphlet on preventing lead poisoning.

2. Lessor's Disclosure

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

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

☐ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below):

☐ - Landlord has provided the tenant with all available records and reports regarding lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ - Landlord has no reports or records related to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

☐ - Tenant has received copies of all information listed above.

☐ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

4. Broker's Acknowledgement

☐ - Broker has informed the tenant of their obligations under 42 USC 4852(d) and is aware of their responsibility to ensure compliance.

5. 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.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____