California Residential Lease Agreement

1. Parties

1.1 Date and parties. This California Residential Lease Agreement (the "Lease") is made on **[Date the lease is signed: _____]** between **[Landlord's full legal name: _____]** (the "Landlord") and **[Full names of all adult tenants: _____]** (each a "Tenant" and together the "Tenant"). The Landlord and the Tenant are each a "Party" and together the "Parties".

1.2 Landlord's address and telephone. The Landlord's business address is **[Landlord's business address: _____]** and its telephone number is **[Landlord's telephone number: _____]**.

1.3 Every adult tenant signs. Every person 18 years of age or older who will live in the Premises as a Tenant must sign this Lease. A person who signs this Lease remains a Tenant, with all the duties of a Tenant, until this Lease ends or the Landlord releases that person in writing, even if he or she moves out earlier.

1.4 Authorized manager. The person authorized to manage the Premises is **[Name of the authorized manager: _____]**, whose address and telephone number are **[Manager's address and telephone number: _____]**. If the Landlord manages the Premises itself, this Section names the Landlord.

1.5 Owner or agent for notices and service of process. The owner of the Premises, or the agent of the owner authorized to receive service of process and all notices and demands for the owner, is **[Owner or agent for legal notices: name, address and phone: _____]**. Any notice or demand the Tenant sends to this person at this address is received by the Landlord.

1.6 Changes to the disclosed persons. The Landlord will tell the Tenant in writing within 15 days of any change in the persons or addresses stated in Sections 1.4 and 1.5. Until the Tenant receives that notice, the Tenant may continue to use the persons and addresses stated in this Lease. Sections 1.2, 1.4, 1.5, 5.4, 5.5 and 5.6 are the disclosures that Civil Code Section 1962 requires in a rental agreement.

1.7 Authority. The Landlord states that it is the owner of the Premises or is authorized by the owner to lease them on the terms of this Lease. A person who signs this Lease for a company, trust or other entity states that he or she has authority to bind it.

2. Background and definitions

2.1 Background. The Landlord wishes to lease the Premises to the Tenant as a private residence, and the Tenant wishes to lease the Premises for that purpose. In return for the promises in this Lease, the Parties agree as follows.

2.2 Defined terms. In this Lease:

(a) "Premises" means the dwelling unit described in Section 3.1, together with the appliances, furnishings, parking and storage that Section 3 includes.

(b) "Property" means the land and buildings of which the Premises form part, including common areas

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such as grounds, walkways, hallways, laundry rooms, parking areas and amenities.

(c) "Rent" means the monthly rent stated in Section 5.1. "Additional Charges" means any other sum the Tenant agrees in this Lease to pay, such as a late charge under Section 6 or the cost of repairing damage for which the Tenant is responsible under Section 17. Additional Charges are not Rent unless a law allows them to be treated as rent.

(d) "Security Deposit" means every payment, fee, deposit or charge, however it is described, that the Tenant pays at or before the start of the tenancy, other than the Rent for the first month (and any prorated Rent under Section 5.3) paid on or before initial occupancy, including any amount called last month's rent, a pet deposit, a key deposit or a cleaning fee, except a lawful application screening fee. All of them are part of the security deposit under Civil Code Section 1950.5.

(e) "Term" means the period stated in Section 4.1, together with any renewal or extension the Parties agree in writing.

(f) "Lease Year" means each period of 12 consecutive months starting on the first day of the Term or on an anniversary of it.

(g) "Tenant Protection Act" means the rent limits of Civil Code Section 1947.12 and the just cause rules of Civil Code Section 1946.2, as amended.

(h) "Civil Code" means the California Civil Code, and "Code of Civil Procedure" means the California Code of Civil Procedure. A reference to a statute includes any amendment of it and any statute that replaces it.

(i) "Local Ordinance" means any rent stabilization, just cause, relocation or tenant protection ordinance of the city or county in which the Premises are located.

(j) "Business Day" means a day other than a Saturday, a Sunday or a state or federal holiday. "Court Holiday" means a day on which California courts are closed.

(k) "Occupant" means a person named in Section 11.1 who may live in the Premises but has not signed this Lease as a Tenant. "Guest" means any person on the Property at the invitation or with the consent of a Tenant or an Occupant.

(l) "Normal wear and tear" means the gradual deterioration of the Premises that results from ordinary, careful use over time. It does not include damage caused by negligence, carelessness, accident or abuse by a Tenant, an Occupant, a Guest or a pet.

2.3 Interpretation. Headings are for convenience only and do not change the meaning of this Lease. "Including" means "including without limitation". The singular includes the plural. If this Lease conflicts with a statute or Local Ordinance that the Parties cannot change by agreement, the statute or Local Ordinance controls, and the rest of this Lease stays in force.

2.4 Schedules. The following Schedules form part of this Lease: Schedule A (lead-based paint disclosure, where it applies), Schedule B (Tenant Protection Act addendum, where it applies), Schedule C (move-in and move-out condition checklist and photo log), Schedule D (rules, pet addendum and smoking areas) and Schedule E (bed bug and other California notices).

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3. Premises, furnishings, parking and storage

3.1 Premises. The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the dwelling unit at **[Full address of the rental unit, with unit number: _____]**, in **[County where the unit is located: _____]** County, California.

3.2 Stove and refrigerator. A working stove and a working refrigerator are part of a habitable dwelling under Civil Code Section 1941.1 for a lease entered into, amended or extended on or after January 1, 2026.

Stove: provided and maintained in good working order by the Landlord.

Refrigerator: the Parties mark one choice:
( ) provided and maintained in good working order by the Landlord; or
( ) provided and maintained by the Tenant, at the Tenant's own request, under the statement below.

If no choice is marked for the refrigerator, or the Tenant has not checked and initialed the statement below, the Landlord provides and maintains the refrigerator.

Tenant's own refrigerator. The Tenant chooses to provide a refrigerator only by checking the box and initialing here:
( ) Under state law, the landlord is required to provide a refrigerator in good working order in your unit. By checking this box, you acknowledge that you have asked to bring your own refrigerator and that you are responsible for keeping that refrigerator in working order.
Tenant's initials:

The Tenant may, with 30 days' written notice, inform the Landlord that the Tenant no longer wishes to keep the Tenant's own refrigerator in the Premises, and at the end of the 30-day notice period the Landlord will install a refrigerator in good working order in the Premises. The Landlord does not condition this tenancy on the Tenant providing a refrigerator and is not responsible for maintaining a refrigerator the Tenant provides. A refrigerator the Tenant provides belongs to the Tenant, who may remove it at the end of the tenancy and will repair any damage caused by its installation or removal.

Recalls. A stove or refrigerator that is subject to a recall by the manufacturer or a public entity is not in good working order for the purpose of this Section. The Landlord will repair or replace a stove or refrigerator it provides that is subject to a recall within 30 days after receiving notice of the recall. This does not limit the Tenant's remedies under Section 18.

Note on exempt housing. The stove and refrigerator duties in this Section and in Section 16.1(e) do not apply to permanent supportive housing, a single-room occupancy unit, a unit in a residential hotel, or a dwelling unit in a housing facility that offers shared or communal kitchen spaces to its residents, such as an assisted living facility. If the Premises are such a unit, the Parties may strike this Section 3.2 and list any kitchen appliances the Landlord provides in Section 3.3.

3.3 Other appliances and furnishings. The following appliances and furnishings belong to the Landlord and are included in the Premises: **[Appliances and furnishings included: _____]**. The Tenant will not remove these items from the Premises. The Landlord will keep the appliances it provides in working order, except where Section 17 makes the Tenant responsible for damage. The condition of each item is recorded in Schedule C.

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3.4 Parking and storage. The Tenant may use the following parking space(s) and storage area(s): **[Parking spaces and storage included: _____]**. If none is stated, no parking or storage is included. Parking and storage are part of the Premises for the purpose of the Rent, and the rules in Schedule D apply to them.

3.5 Common areas. The Tenant, Occupants and Guests may use the common areas of the Property for their intended purposes, subject to Schedule D. The Landlord may make reasonable changes to common areas and amenities after reasonable notice, but will not take away the Tenant's access to the Premises or reduce a service that the law requires or that this Lease promises without a corresponding reduction in Rent.

3.6 Keys and access devices. At the start of the Term the Landlord will give the Tenant the following keys and access devices: **[Keys and access devices given to the tenant: _____]**. The Tenant will not change or add locks without the Landlord's written consent, except as Section 31 allows. If the Tenant changes a lock with consent, the Tenant will give the Landlord a key.

4. Term and possession

4.1 Type and length of tenancy. The Parties mark one choice:

( ) **Fixed term.** The Term begins on **[Start date of the tenancy: _____]** and ends at 11:59 p.m. on **[End date of a fixed term: _____]**, unless it ends earlier or continues as Section 38 provides.

( ) **Month to month.** The tenancy begins on **[Start date of the tenancy: _____]** and continues from month to month until either Party ends it by written notice under Section 38.

4.2 Possession. The Tenant may take possession on the first day of the Term once every Tenant has signed this Lease and the Tenant has paid the first month's Rent and the Security Deposit.

4.3 Delay in possession. If the Landlord cannot deliver possession on the first day of the Term, for example because a prior occupant has not left or work is not finished, the Landlord is not liable for the delay unless it was caused by the Landlord's fault, but Rent abates day by day until the Landlord delivers possession. If possession is not delivered within **[Days of delay after which the tenant may cancel: _____]** days after the first day of the Term, the Tenant may cancel this Lease by written notice before possession is delivered, and the Landlord will then refund all money the Tenant has paid within 10 days.

4.4 Leaving early. A Tenant who leaves before a fixed Term ends, other than under a right described in Section 37, may be liable for the Rent for the rest of the Term or until the Landlord rents the Premises to a new tenant, whichever happens first, as Section 37 explains.

4.5 Tenant Protection Act sunset. The rent limits and just cause rules of the Tenant Protection Act are stated by law to expire on January 1, 2030 unless extended. Sections 9, 27 and 38 apply them for as long as they are in force, and apply any statute that extends or replaces them.

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5. Rent: amount, due date and how it is paid

5.1 Amount. The Tenant will pay Rent of **[Monthly rent: _____]** per month. Any discount, incentive, concession or credit the Landlord offers on the Rent, and its terms, is listed here separately from the gross monthly Rent stated above: **[Rent discounts, incentives, concessions or credits: _____]**. If this field says "None", no concession applies.

5.2 Due date. Rent is due in advance on day **[Day of the month rent is due: _____]** of each month. If the due date falls on a Saturday, Sunday or legal holiday, Rent is due on the next Business Day. Rent is paid in full, without deduction, except where a law allows the Tenant to deduct an amount (for example under Section 18).

5.3 First and partial months. If the Term begins on a day other than the due date, the Rent for the first partial month is **[Rent for a first partial month: _____]**, calculated on a daily basis, and is due when the Tenant signs this Lease. Rent for any partial month at the end of the tenancy is calculated in the same way.

5.4 To whom and where Rent is paid. Rent is paid to **[Person or company to whom rent is paid: _____]**, telephone **[Telephone number of the person or company to whom rent is paid: _____]**, at **[Address where rent is paid or mailed: _____]**, unless the Landlord gives the Tenant written notice of a different person or address.

5.5 Payment in person. If Rent may be paid in person, it may be paid at the address in Section 5.4 on these usual days and hours: **[Usual days and hours for paying rent in person: _____]**. If this field says "None", Rent is not accepted in person and is paid by one of the methods in Section 5.6.

5.6 Accepted forms of payment. The Landlord accepts Rent in the following forms: **[Accepted forms of payment: _____]**. Where electronic payment is accepted, the account or service and the information needed to pay are: **[Details for electronic payment: _____]**. The Landlord will allow the Tenant to pay Rent and the Security Deposit by at least one form of payment that is neither cash nor electronic funds transfer, such as a personal check, cashier's check or money order, except that the Landlord may require cash for a limited time after a dishonored payment as Section 6.4 allows.

5.7 No fee for paying by check. The Landlord will not charge the Tenant a fee for paying Rent or the Security Deposit by check.

5.8 Rent sent by mail. If the Tenant sends Rent by mail to the name and address stated in Section 5.4 and can show proof of mailing, such as a certified mail receipt, Rent is presumed to have been received on the date of the postmark.

5.9 Payment by a third party. The Landlord will accept a payment of Rent made for the Tenant by a third party, if the third party gives the Landlord the written acknowledgment the law requires that the payment does not create any right of tenancy for the third party.

5.10 Receipts. The Tenant is entitled to a written receipt whenever Rent is paid. The Landlord will give a receipt for every payment made in cash or by money order at the time of payment, and for any other payment on request. An electronic receipt or a payment confirmation from an online portal is a receipt if it shows the amount, the date and the period paid.

5.11 Application of payments. The Landlord will apply each payment first to Rent then due, starting

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with the oldest unpaid Rent, and then to Additional Charges, unless a law requires a different order. Acceptance of a partial payment does not waive the Landlord's right to the balance, and acceptance of Rent after a breach does not waive a breach other than the late payment of the Rent accepted.

6. Late charge and returned payments

6.1 Late charge. The Parties agree that late payment of Rent will cause the Landlord costs that are hard to fix exactly, such as extra bookkeeping, collection work and lost use of the money. If any Rent is not received within **[Grace period before a late charge: _____]** days after it is due, the Tenant will pay a late charge of **[Late charge amount: _____]** as a reasonable estimate of those costs, and not as a penalty.

6.2 Limits. Only one late charge applies to each month's Rent. The late charge is not Rent. It is not charged on a late charge, on a returned payment charge or on any amount the Tenant lawfully deducts from Rent. A late charge that would amount to a penalty is not enforceable under California law, and the Landlord will not charge more than the amount stated in Section 6.1.

6.3 Returned payments. If a check from the Tenant is returned unpaid for insufficient funds, the Tenant will pay a service charge of no more than $25 for the first returned payment and no more than $35 for each later returned payment, as Civil Code Section 1719 allows, in place of any other dishonored check fee. A Rent payment by check or electronic transfer that is returned unpaid is treated as not paid, and the late charge in Section 6.1 applies if the Rent is not paid in good funds by the end of the grace period.

6.4 Cash after a dishonored payment. If the Tenant has attempted to pay with a check drawn on insufficient funds, or has instructed the bank to stop payment on a check, draft or order, the Landlord may require cash as the only form of payment of Rent for a period of no more than three months after that event. To do so, the Landlord will give the Tenant a written notice that states that the payment instrument was dishonored and the period, not more than three months, for which cash is required, with a copy of the dishonored instrument attached, served as Civil Code Section 827 requires. The Landlord will give a receipt for every cash payment as Section 5.10 provides.

6.5 No other charges. The Landlord will not charge any other fee for late payment, for serving a notice or for collecting Rent, except fees a court awards.

7. Security deposit

7.1 Amount. On signing this Lease the Tenant will pay a Security Deposit of **[Security deposit, including every upfront deposit or fee: _____]**. This amount includes every deposit and charge described in Section 2.2(d), and it is no more than the amount Civil Code Section 1950.5 allows: one month's Rent, or two months' Rent where the Landlord qualifies for the small landlord exception in Section 7.2.

7.2 Small landlord exception. The Landlord may require a Security Deposit of up to two months' Rent only if the Landlord is a natural person, or a limited liability company in which all members are natural persons, and owns no more than two residential rental properties that together include no more than four units offered for rent. The Landlord marks one choice: ( ) the Landlord qualifies for this exception; ( ) the Landlord does not qualify, and the Security Deposit is no more than one month's Rent.

7.3 Service members. If a Tenant is a service member, the small landlord exception does not apply, and

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the Landlord will not require that Tenant to pay a Security Deposit greater than one month's Rent. If, because of the Tenant's credit history, credit score, housing history or another factor related to the Tenant, the Landlord charges a service member a Security Deposit higher than its standard or advertised deposit (but never more than one month's Rent), the Landlord will give the Tenant, on or before the date this Lease is signed, a written statement of the amount of the higher deposit and why it is charged, and will return the additional amount after no more than six months of residency if the Tenant is not in arrears for any Rent due during that period. The date on which the additional amount will be returned if that condition is met is **[Return date of any extra deposit from a service member: _____]**.

7.4 Every upfront charge counts. Pet deposits, key fees, cleaning fees, last month's rent and any other deposit or charge collected at the start of the tenancy are part of the Security Deposit and count toward the limits in Sections 7.1 to 7.3. The Landlord will not collect any of them in addition to the Security Deposit.

7.5 Nothing is nonrefundable. No part of the Security Deposit is nonrefundable. Any statement elsewhere that calls a deposit or fee nonrefundable has no effect.

7.6 Increase of the deposit. If the Landlord lawfully increases the Rent, the Landlord may ask for an increase of the Security Deposit only with the written notice that a rent increase requires, and never so that the Security Deposit exceeds the limits in Sections 7.1 to 7.3. No increase of the Security Deposit is allowed during a fixed Term.

7.7 Use of the deposit. The Landlord may use only the amounts reasonably necessary to:

(a) remedy the Tenant's default in paying Rent;

(b) repair damage to the Premises caused by a Tenant, an Occupant, a Guest or a pet, other than Normal wear and tear;

(c) clean the Premises when the tenancy ends, but only as much as is needed to return them to the level of cleanliness they had at the start of the tenancy; and

(d) restore, replace or return the Landlord's personal property or appurtenances listed in Section 3.3 or Schedule C, other than Normal wear and tear, which this Lease authorizes.

7.8 Professional cleaning. The Landlord will not use the Security Deposit to pay for professional carpet cleaning or other professional cleaning services unless those services are necessary to return the Premises to the condition they were in when the Tenant moved in, beyond Normal wear and tear.

7.9 Refund and itemized statement. No later than 21 days after the Tenant has vacated the Premises, the Landlord will return the Security Deposit, less any lawful deductions, together with an itemized statement explaining in detail the amount and purpose of each deduction.

7.10 Receipts and description of work. If the deductions for repairs and cleaning total more than $125, the Landlord will attach copies of the invoices or receipts for the work. If the Landlord or the Landlord's employee did the work, the statement will describe the work performed, the time spent and the reasonable hourly rate charged. If the repairs are not completed, or an invoice or receipt is not available, within the 21 days, the Landlord may proceed as Civil Code Section 1950.5 allows in that case, and, within 14 calendar days after completing the repairs or receiving the invoice or receipt, will mail or deliver to the Tenant a correct itemized statement, the invoices and receipts, and any refund due.

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7.11 No advance waiver of receipts. This Lease does not waive the Tenant's right to receive copies of invoices and receipts. Where the tenancy is for a fixed Term, the Tenant may waive that right only in a separate writing signed no earlier than 60 days before the Term ends.

7.12 How the refund is made. Where more than one adult Tenant lives in the Premises, Section 43.3 controls how the refund is made. If the Tenant paid the Security Deposit or any Rent electronically, such as by electronic bank transfer or through an online property management portal, the Landlord will return the Security Deposit electronically to a bank account or other financial institution the Tenant designates in writing, or by another electronic or virtual method the Tenant agrees to in writing, unless the Tenant and the Landlord agree in writing to another method of return, such as personal delivery or a check mailed by first-class mail. Within a reasonable time after either Party gives notice to end the tenancy, or before the end of a fixed Term, the Landlord will tell the Tenant in writing of the Tenant's right to receive the Security Deposit electronically in this way, unless the Parties have already agreed in writing on another method. Otherwise the Landlord will send the refund and statement by first-class mail to the forwarding address the Tenant gives under Section 39.6, or deliver them personally. If the Tenant gives no forwarding address, the Landlord will send them to the address of the Premises.

7.13 Bad-faith retention. If the Landlord keeps any part of the Security Deposit in bad faith, a court may order the Landlord to pay the Tenant's actual damages and, in addition, up to twice the amount of the Security Deposit.

7.14 Sale of the Property. If the Landlord sells or transfers the Property, the Landlord will either transfer the Security Deposit, less any lawful deductions, to the new owner and give the Tenant written notice of the transfer, or return it to the Tenant, as Section 33 provides.

7.15 No interest unless required. No interest is payable on the Security Deposit unless a Local Ordinance requires it, in which case the Landlord will pay interest as that ordinance requires. The Security Deposit is not a limit on the Tenant's liability, and the Tenant may not use it as the last month's Rent without the Landlord's written agreement.

8. Move-in inspection, photographs and condition checklist

8.1 Joint walk-through. Before or on the first day of the Term, the Landlord and the Tenant will walk through the Premises together, or at a time the Parties agree, and complete the move-in part of Schedule C. The checklist records the condition of each room, fixture, appliance and furnishing, including any existing damage, stains, wear or missing items.

8.2 Move-in photographs. For a tenancy that begins on or after July 1, 2025, the Landlord will take photographs of the Premises immediately before or at the beginning of the tenancy, to capture accurately the condition of the Premises. The Landlord will keep the photographs and record them in the photo log in Schedule C, and will give the Tenant copies on request.

8.3 Tenant's notes and photographs. The Tenant may add notes to Schedule C and may take dated photographs or video of the Premises. Within **[Days for the tenant to add notes to the checklist: _____]** days after moving in, the Tenant may give the Landlord written notes of any condition not recorded in Schedule C, and those notes become part of the checklist.

8.4 Effect of the checklist. The checklist records condition. It is not a promise by the Landlord to make repairs, except repairs the Landlord agrees to in writing or must make by law. It does not limit the

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Landlord's duties under Section 16.

8.5 Copies. Each Party will keep a signed copy of Schedule C and of the photo log.

9. Rent increases and the Tenant Protection Act rent cap

9.1 No increase during a fixed Term. The Rent stated in Section 5.1 stays the same for the whole of a fixed Term. The Landlord will not raise the Rent during a fixed Term, because this Lease does not expressly allow increases during the Term.

9.2 Increases in a periodic tenancy. After a fixed Term ends, or in a month-to-month tenancy, the Landlord may raise the Rent only by written notice served as Section 44 provides, and only as far as the Tenant Protection Act and any Local Ordinance allow.

9.3 Notice period. The Landlord will give the Tenant at least 30 days' written notice of a Rent increase of 10 percent or less, and at least 90 days' written notice of a Rent increase of more than 10 percent, as Civil Code Section 827 requires, or any longer notice a Local Ordinance requires. An increase takes effect no earlier than the end of that notice period.

9.4 Tenant Protection Act rent cap. If the Premises are covered by the Tenant Protection Act (see Section 27), the Landlord will not increase the Rent, over any 12-month period, by more than 5 percent plus the percentage change in the cost of living for the region, or 10 percent, whichever is lower, and will not increase the Rent more than twice in any 12-month period.

9.5 Local Ordinance. Some cities and counties have rent boards or ordinances that limit rent increases more strictly than state law, or that require registration of the unit, specific notices or a rent board filing before an increase takes effect. Where a Local Ordinance applies to the Premises, the Landlord will follow it, and the stricter rule controls.

9.6 No increase for exercising rights. The Landlord will not raise the Rent, reduce services or threaten to do either because the Tenant has complained to the Landlord or a public agency about the condition of the Premises, used a repair remedy, organized or joined a tenant association, or exercised any other right the law gives a tenant (see Section 35.4).

9.7 Emergency rent limit. After the President of the United States or the Governor proclaims a state of emergency, or a city or county declares a local emergency, that covers the Premises, and for the period Penal Code Section 396 sets (30 days after the proclamation or declaration, or longer if it is extended), the Landlord will not increase the Rent by more than 10 percent, except as that Section allows, for example for an increase the Tenant agreed to in writing before the emergency.

10. Utilities, shared meters and internet

10.1 Who pays. The Landlord will arrange and pay for these utilities and services: **[Utilities and services the landlord pays: _____]**. The Tenant will arrange, place in the Tenant's name where possible, and pay for these utilities and services: **[Utilities and services the tenant pays: _____]**. Any utility or service not listed is the Tenant's responsibility if it is separately metered to the Premises, and otherwise the Landlord's.

10.2 Continuity. The Tenant will keep the utilities the Tenant pays for connected for the whole tenancy, so that heat, water and electricity remain available and pipes and systems are protected. The Landlord

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will not interrupt or cause the interruption of any utility to the Premises, except for a short time needed for repairs or in an emergency, and never to make the Tenant leave (see Section 35.2).

10.3 Shared meters. The Landlord states that the gas or electric meter that serves the Premises ( ) does not serve any area outside the Premises; ( ) also serves the following areas outside the Premises: **[Areas outside the unit served by a shared meter: _____]**. If a meter is shared, the Parties agree in writing as follows on who pays for the service to the areas outside the Premises: **[Written agreement on who pays for shared-meter service: _____]**. If the Landlord discovers a shared meter after this Lease is signed, the Landlord will tell the Tenant in writing as soon as it discovers it, and the Parties will make a written agreement on who pays.

10.4 Utility billing by the Landlord. If the Landlord bills the Tenant for any utility, the Landlord will do so only in the way the law allows and will give the Tenant on request the bills and the method used to calculate the Tenant's share. If the Premises have a water submeter and the Landlord bills the Tenant for water service separately from Rent, the water submeter line in Section 28.1 is marked and the written disclosures about water billing that Civil Code Section 1954.205 requires are attached in Schedule E, Part 3.

10.5 Internet service. The Landlord will not require the Tenant to use a particular internet service provider. Any internet service the Landlord provides or bundles with the Premises is: **[Internet service provided or bundled by the landlord: _____]**. In a month-to-month or other periodic tenancy, including the period after a fixed Term if it continues as a periodic tenancy, the Tenant may opt out of paying for any subscription from a third-party internet service provider by written notice to the Landlord, and no charge for that subscription is due for any month that begins after the opt-out.

10.6 Conservation and access. The Tenant will not tamper with meters or shut-off valves except in an emergency, and will allow utility providers reasonable access, arranged through the Landlord under Section 20 where entry into the Premises is needed.

11. Occupants and guests

11.1 Who may live in the Premises. Only the Tenants named in Section 1.1 and the following Occupants may live in the Premises: **[Other occupants (children or adults who do not sign): _____]**. A child born to or adopted by a Tenant, or placed with a Tenant by a court or agency, during the tenancy may also live there.

11.2 Guests. A Guest may stay in the Premises for no more than **[Maximum guest stay without consent (days in six months): _____]** days in any six-month period without the Landlord's written consent, which the Landlord will not unreasonably withhold. A person who stays longer without consent is not a Tenant, and the Tenant remains responsible for that person.

11.3 Adding a person. A Tenant who wishes to add a person to the household who is not covered by Section 11.1 will ask the Landlord in writing. The Landlord may ask the proposed person to complete a standard application and may decline on lawful grounds that it applies equally to all applicants. If the Landlord agrees, the new person will sign this Lease or an addendum.

11.4 Occupancy standard. The number of persons living in the Premises will not exceed the limit set by state and local housing and building codes. The Landlord applies its occupancy standard equally to all households, and will not use it to discriminate on any ground the law forbids, including familial status

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(see Section 32).

11.5 Responsibility. The Tenant is responsible for the conduct of every Occupant and Guest and for any damage or breach of this Lease they cause.

12. Use of the premises, compliance with law and quiet enjoyment

12.1 Private residence. The Tenant will use the Premises only as a private residence for the persons allowed by Section 11. The Tenant may work from home in a way that brings no customers, employees or deliveries beyond those usual for a residence and does not break any law, insurance condition or rule in Schedule D. The Tenant will not rent out any part of the Premises for short stays, through an online platform or otherwise, without the Landlord's written consent and compliance with Local Ordinances.

12.2 Conduct. The Tenant, Occupants and Guests will not:

(a) disturb or interfere with the quiet enjoyment of other residents or neighbors;

(b) commit a nuisance or waste;

(c) use or allow the Premises to be used for any unlawful purpose, including the manufacture, sale or storage of illegal drugs;

(d) keep anything on the Property that is dangerous, flammable or explosive, beyond ordinary household products used as directed; or

(e) do anything that increases the insurance premium for the Property or causes a policy to be cancelled.

12.3 Compliance with law. The Tenant will comply with all laws, ordinances and orders that apply to the Tenant's use of the Premises. The Landlord will comply with all laws and orders that apply to the Property as owner.

12.4 Quiet enjoyment. As long as the Tenant is not in breach of this Lease beyond any cure period, the Tenant may peaceably and quietly hold and enjoy the Premises during the tenancy without interference by the Landlord or by any person claiming through the Landlord.

12.5 Warning notices. The Landlord may give the Tenant a written warning, in good faith, that the conduct of a Tenant, an Occupant or a Guest may violate this Lease, the rules in Schedule D or the law. A good-faith warning notice is not a threat or an attempt to make the Tenant leave.

12.6 No pressure to vacate. The Landlord will not, to influence the Tenant to vacate, engage in conduct that Civil Code Section 1940.2 forbids, including threats or menacing conduct, or significant and intentional violations of the entry rules in Section 20. A court may award a tenant a civil penalty of up to $2,000 for each such violation.

13. House rules and community or HOA rules

13.1 House rules. The Tenant, Occupants and Guests will follow the rules in Schedule D. If a rule conflicts with this Lease, this Lease controls.

13.2 Community and HOA rules. If the Premises are in a common interest development, the Tenant will comply with the governing documents and rules of **[Homeowners association, if any: _____]** that apply to residents, as far as they are reasonable and lawful. The Landlord will

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give the Tenant a copy of those rules before this Lease is signed, and later copies when they change. The Tenant is responsible for any fine the association imposes because of conduct of a Tenant, an Occupant or a Guest, but not for fines caused by the Landlord or by conditions the Landlord must fix.

13.3 Changes to rules. The Landlord may adopt a new rule or change a rule in Schedule D only if the rule is reasonable, applies equally to all residents in similar circumstances, does not reduce a service or amenity the Tenant pays for, and does not change a term of this Lease. A new or changed rule takes effect no earlier than 30 days after written notice to the Tenant, or sooner if a law or a safety emergency requires it.

13.4 Accommodation. Every rule is subject to reasonable accommodation for a person with a disability (see Section 32).

14. Pets and assistance animals

14.1 Pet policy. The Landlord marks one choice: ( ) no pets are allowed on the Premises; ( ) the pets described in the pet addendum in Schedule D, Part 2 are allowed, on the terms stated there. A pet not described in Schedule D needs the Landlord's prior written consent.

14.2 Pet deposit is part of the Security Deposit. Any pet deposit is part of the Security Deposit and counts toward the limit in Section 7. The Landlord will not collect a pet deposit that, together with every other part of the Security Deposit, exceeds that limit, and no part of a pet deposit is nonrefundable.

14.3 Pet rules. A Tenant who keeps an allowed pet will keep it under control, leashed or carried in common areas, will clean up after it at once, will not let it disturb others or damage the Property, and will comply with local licensing and vaccination laws. The Tenant is responsible for damage the pet causes beyond Normal wear and tear.

14.4 Assistance and service animals. Assistance animals and service animals used by a person with a disability as a reasonable accommodation are not pets. They are not subject to a no-pets policy, and the pet terms of this Lease, including any pet deposit, pet rent or pet fee, do not apply to them. The Landlord will consider a request for an assistance animal under fair housing law (see Section 32) and may ask only for the information the law allows. The Tenant remains responsible for any damage the animal causes beyond Normal wear and tear and for keeping it under control.

14.5 Unauthorized animals. If an animal not allowed by this Section is kept in the Premises, the Landlord may give the Tenant written notice to remove it, and Section 34 applies if the Tenant does not do so within the time stated in the notice.

15. Smoking and vaping

15.1 Smoking policy. In this Section, "smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, cannabis product or other plant product, and using an electronic smoking device or vaping device.

15.2 Where smoking is prohibited. The Landlord marks one choice:

( ) Smoking is prohibited in the following areas of the Property: **[Areas where smoking is prohibited: _____]**. Smoking is allowed only in these areas, if any: **[Areas where smoking is allowed, if any: _____]**. Schedule D, Part 3 shows these areas.

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( ) This Lease does not prohibit smoking on the Property, except where a law or Local Ordinance prohibits it, for example in enclosed common areas.

15.3 Compliance. The Tenant, Occupants and Guests will comply with this Section and with any state or local law on smoking in multi-unit housing. Damage caused by smoking, such as burns, stains or residue beyond Normal wear and tear, may be charged to the Tenant under Section 7.7.

15.4 Cannabis cultivation. The Tenant will not grow cannabis on the Property without the Landlord's prior written consent, except as far as a law gives the Tenant a right that a lease cannot take away.

16. Landlord's maintenance and habitability duties

16.1 Habitability. The Landlord will keep the Premises in a condition fit for human occupation, as Civil Code Sections 1941 and 1941.1 and state and local housing codes require, and will repair, within a reasonable time after notice, every condition that makes the Premises untenantable. This includes:

(a) effective waterproofing and weather protection of the roof and exterior walls, including unbroken windows and doors;

(b) plumbing and gas facilities, hot and cold running water, heating facilities, and electrical lighting, wiring and equipment, all in good working order;

(c) a building and grounds kept clean, sanitary and free from debris, filth, rubbish, garbage, rodents and vermin when the tenancy begins, and enough trash receptacles in clean condition;

(d) floors, stairways and railings in good repair; and

(e) a stove, and a refrigerator unless the Tenant provides its own refrigerator under Section 3.2, maintained in good working order.

16.2 Smoke and carbon monoxide detectors. The Landlord will install and maintain working smoke detectors that meet applicable code requirements in all bedrooms and the other areas the code designates. If the Premises have a fossil-fuel burning heater, appliance or fireplace, or an attached garage, the Landlord will also install and maintain working carbon monoxide detectors that meet applicable code requirements.

16.3 Locks. The Landlord will provide operable dead bolt locks on the main entry doors of the Premises and operable locking or security devices on windows, as the law requires.

16.4 Mold and other substandard conditions. The Landlord will respond within a reasonable time to the Tenant's report of water intrusion or visible mold. Visible mold growth that a health officer or code enforcement officer judges to be more than superficial may be a substandard condition, and the Landlord will remedy it and its cause.

16.5 Amenities. The Landlord will repair the appliances, parking areas, pools, laundry facilities and other amenities it provides, unless this Lease or a separate written agreement puts a particular repair on the Tenant. Such agreements are enforced as the Parties intended, but they never shift the Landlord's duties under Section 16.1.

16.6 Repair requests and emergency contact. The Tenant may make repair requests in writing to the manager named in Section 1.4, or through any online portal the Landlord provides. For emergencies that threaten health, safety or serious damage to the Property, such as fire, flooding, a gas leak, no heat in cold

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weather or a sewage backup, the Tenant may call **[Emergency repair telephone number: _____]** at any time, and will follow the call with a written request. The Landlord will begin emergency repairs as soon as reasonably possible and other repairs within a reasonable time.

16.7 Rights the Lease cannot take away. The Tenant's basic rights apply whatever this Lease says. Nothing in this Lease waives the Tenant's right to a habitable dwelling, the Tenant's repair remedies, or any other right that Civil Code Section 1953 makes non-waivable.

17. Tenant's maintenance duties, repair requests and damage

17.1 Tenant's statutory duties. As Civil Code Section 1941.2 requires, the Tenant will:

(a) keep the part of the Premises the Tenant occupies and uses as clean and sanitary as the condition of the Premises permits;

(b) dispose of all rubbish, garbage and other waste in a clean and sanitary manner;

(c) properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;

(d) not permit any person on the Premises, with the Tenant's permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or its facilities, equipment or appurtenances, or do so himself or herself; and

(e) occupy the Premises as a residence and use the rooms only for their intended purposes.

17.2 Reporting. The Tenant will promptly notify the Landlord in writing of any defect, malfunction, leak, water intrusion, visible mold, pest infestation or other condition that needs repair. The Tenant will notify the Landlord or the manager at once if the Tenant becomes aware of an inoperable smoke detector or carbon monoxide detector, and will not disconnect, remove or disable any detector or its batteries.

17.3 Routine care. The Tenant will replace light bulbs and, if the Premises have them, heating and air conditioning filters of the size the Landlord identifies, keep drains free of grease and objects that cause blockages, protect pipes from freezing where reasonably possible, and keep any yard or patio for the Tenant's exclusive use reasonably neat. These tasks do not include repairs the Landlord must make under Section 16.

17.4 Damage. The Tenant will pay the reasonable cost of repairing damage to the Premises or the Property caused by a Tenant, an Occupant, a Guest or a pet, other than Normal wear and tear. The Landlord will give the Tenant a written statement of the cost and, where the cost is more than $125, a copy of the invoice or a description of the work done by the Landlord's own staff, the time spent and the hourly rate.

17.5 Tenant repairs in exchange for lower Rent. The Parties may agree in a separate writing that the Tenant will do certain repairs or maintenance in return for a lower Rent. Any such agreement is: **[Any agreement for tenant repairs in return for lower rent: _____]**. Whatever the agreement says, the Landlord stays responsible for keeping the Premises in the condition that state and local housing codes require.

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18. Repair remedies

18.1 Repair and deduct. If the Landlord does not repair, within a reasonable time after notice, a condition that makes the Premises untenantable and that the Tenant did not cause, the Tenant may use the remedy of Civil Code Section 1942, subject to its conditions. Under that remedy the Tenant may have the defect repaired and deduct the cost from the Rent, if the repair would not cost more than one month's Rent, or may vacate the Premises and be discharged from further payment of Rent and other duties under this Lease.

18.2 Twice in 12 months. The Tenant may not use the repair and deduct remedy more than twice in any 12-month period.

18.3 Other remedies preserved. Nothing in this Lease waives or limits the Tenant's right to repair and deduct, to raise the condition of the Premises as a defense in an unlawful detainer action, to report conditions to a code enforcement or health agency, to seek damages or a reduction in Rent for the period the Premises were not habitable, or any other remedy the law gives a tenant. Any clause of this Lease that would do so has no effect.

18.4 Documentation. A Tenant who uses a repair remedy will keep copies of the repair request, any reply, photographs of the condition, and the invoice and proof of payment for the repair, and will give the Landlord copies of the invoice and proof of payment with the reduced Rent payment.

19. Alterations, improvements and reasonable modifications

19.1 No alterations without consent. The Tenant will not paint, wallpaper, install fixtures, change locks, remove or install carpet or flooring, mount large items on walls, install satellite dishes or antennas except as federal rules allow, or make any other alteration or improvement to the Premises without the Landlord's prior written consent. Small nail holes for hanging pictures are allowed.

19.2 Conditions of consent. The Landlord may make its consent subject to reasonable conditions, such as the use of licensed and insured contractors, any required permits, and restoration of the Premises at the end of the tenancy. Unless the Parties agree otherwise in writing, alterations the Tenant makes and that are attached to the Premises become the Landlord's property when the tenancy ends, and the Tenant will not be paid for them.

19.3 Reasonable modifications for a disability. The Landlord will permit a Tenant with a disability, at the Tenant's expense, to make reasonable modifications of the Premises that are necessary for the full enjoyment of the Premises. Where it is reasonable to do so, the Landlord may condition permission on the Tenant agreeing to restore the interior of the Premises to the condition that existed before the modification, reasonable wear and tear excepted.

19.4 No extra deposit for modifications. The Landlord will not require an additional security deposit because of a modification under Section 19.3. Where the law allows, the Landlord may require the Tenant to pay into an interest-bearing escrow account a reasonable amount for the restoration, which is returned to the Tenant to the extent it is not needed for the restoration.

19.5 Unauthorized alterations. If the Tenant makes an alteration without consent, the Landlord may require the Tenant to restore the Premises at the Tenant's cost, or may restore them and charge the reasonable cost under Section 17.4.

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20. Landlord's right of entry

20.1 Purposes of entry. The Landlord and its agents may enter the Premises only for a purpose that Civil Code Section 1954 allows: in case of emergency; to make necessary or agreed repairs, decorations, alterations or improvements; to supply necessary or agreed services; to show the Premises to prospective or actual purchasers, lenders, tenants, workers or contractors; to repair, test or maintain smoke detectors and carbon monoxide detectors; to conduct the initial move-out inspection the Tenant requests under Section 39; to install, repair, replace, maintain or read the submetering of water service; to inspect elevated balconies or decks as the law requires; to inspect an area where the Tenant is engaging in personal agriculture, as Civil Code Section 1940.10 allows; if the Tenant has a waterbed, to inspect its installation; when the Tenant has abandoned or surrendered the Premises; under a court order; or for any other purpose a statute allows. The Landlord has no right to enter to conduct a general inspection.

20.2 Written notice. Except in an emergency, when the Tenant has abandoned or surrendered the Premises, or when the Tenant consents at the time of entry, the Landlord will give the Tenant reasonable written notice of its intent to enter, stating the date, the approximate time and the purpose of the entry. Notice of 24 hours is presumed reasonable. A notice sent by mail is presumed reasonable if it is mailed at least six days before the date of entry.

20.3 Hours. Except in an emergency or with the Tenant's consent at the time of entry, the Landlord will enter only during normal business hours.

20.4 Showings to buyers. If, within 120 days before the oral notice, the Landlord has notified the Tenant in writing that the Premises are for sale and that the Landlord or its agent may contact the Tenant orally to arrange showings, the Landlord may then give oral notice of an entry to show the Premises to a prospective or actual buyer, as Civil Code Section 1954 allows. The oral notice will be given in person or by telephone, at least 24 hours before the entry unless the circumstances make shorter notice reasonable, and will state the date, approximate time and purpose of the entry. The Landlord will leave written evidence of each such entry inside the Premises.

20.5 No harassment. The Landlord will not abuse the right of entry or use it to harass the Tenant. The Tenant will not unreasonably withhold consent to an entry that complies with this Section.

20.6 Entry by others. The Landlord will accompany or authorize in writing any worker or contractor who enters under this Section, and is responsible for that person's conduct in the Premises.

21. Assignment and subletting

21.1 Consent required. The Tenant will not assign this Lease or sublet all or any part of the Premises without the Landlord's prior written consent. The Landlord will not unreasonably withhold or delay consent.

21.2 Request. A request for consent will be in writing and will name the proposed assignee or subtenant. The Landlord may ask the proposed person to complete the Landlord's standard rental application and may apply its usual, lawful screening criteria. The Landlord will respond in writing within a reasonable time.

21.3 Effect of consent. Unless the Landlord releases the Tenant in writing, the Tenant remains liable under this Lease after an assignment or sublease. A subtenant takes subject to this Lease. Consent to one

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assignment or sublease is not consent to any other.

21.4 Replacement roommates and local law. Where a Local Ordinance or the Tenant Protection Act gives the Tenant a right to replace a departing roommate or to add a family member or roommate, the Landlord will follow that law, and this Section applies only as far as that law allows.

21.5 No charge beyond cost. The Landlord will not charge a fee for considering a request for consent, other than any lawful application screening fee for the proposed person.

22. Renter's insurance and landlord's insurance

22.1 Renter's insurance. The Tenant will obtain and keep in force, for the whole tenancy, a renter's insurance policy that includes personal liability coverage of at least **[Minimum renter's liability coverage: _____]** per occurrence. On request, the Tenant will give the Landlord a certificate or other proof of the coverage.

22.2 Tenant's belongings. The Landlord's insurance does not cover the personal property of the Tenant, an Occupant or a Guest, or the Tenant's additional living expenses after a casualty. The Landlord recommends, but does not require, that the Tenant's policy also cover the Tenant's personal property.

22.3 Rent-controlled jurisdictions. If the Premises are subject to a Local Ordinance that limits evictions, the Landlord will not seek to end the tenancy because the Tenant does not buy insurance that covers the Tenant's own possessions, and Section 22.1 applies only as far as the Local Ordinance allows.

22.4 Landlord's insurance. The Landlord will keep insurance on the building that forms part of the Property, in amounts the Landlord considers reasonable. The Landlord's insurance is for the Landlord's benefit.

22.5 Waiver of subrogation. As far as their insurance policies allow, each Party waives claims against the other for loss to its property that is covered by its insurance, and will ask its insurer to waive subrogation against the other Party.

23. Limitation of liability and indemnity

23.1 Tenant indemnity. The Tenant will indemnify and defend the Landlord against claims, losses and reasonable costs, including reasonable attorney's fees, arising from injury or damage caused by the negligent or wrongful acts or omissions of a Tenant, an Occupant, a Guest or a pet, except to the extent caused by the negligence or willful misconduct of the Landlord or its agents.

23.2 Landlord's responsibility. The Landlord remains responsible for injury or damage caused by its own negligence, willful misconduct or breach of a duty under this Lease or the law, and for that of its employees, agents and contractors. Nothing in this Lease releases the Landlord from that liability.

23.3 Limits that apply. The Landlord is not responsible for loss caused by theft, the acts of third parties, utility failures or weather, unless the loss results from the Landlord's negligence, willful misconduct or breach of its duties. Neither Party is liable to the other for indirect or consequential damages, except where the law does not allow that limit.

23.4 No unlawful waiver. No clause of this Lease waives or modifies the Tenant's rights or remedies that Civil Code Section 1953 protects, exempts the Landlord from liability for its negligence in the operation or maintenance of the Premises, or waives the Tenant's procedural rights in any lawsuit. Any clause that

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would have that effect is void.

24. Damage, destruction or condemnation

24.1 Notice. The Tenant will notify the Landlord at once of any fire, flood, earthquake or other casualty that damages the Premises.

24.2 Partial damage. If the Premises are damaged by a casualty not caused by a Tenant, an Occupant, a Guest or a pet, and the Premises remain partly habitable, the Landlord will repair them within a reasonable time, and the Rent will be reduced in proportion to the part of the Premises the Tenant cannot use, from the date of the casualty until the repairs are finished.

24.3 Uninhabitable Premises. If a casualty makes the Premises wholly uninhabitable, no Rent is due for the period they remain uninhabitable. Either Party may then end this Lease by written notice to the other within 30 days after the casualty, and the Landlord will refund any Rent paid for the period after the casualty and return the Security Deposit as Section 7 provides. If neither Party ends this Lease, the Landlord will restore the Premises with reasonable speed, and the tenancy continues when the Premises are habitable again. If this Lease ends because the Premises are destroyed, or the Tenant ends it because of the casualty, the Landlord will return any Rent paid in advance for the period after the date of termination within 21 days after that date, sent to the address the Tenant gives or, if none, to the Premises.

24.4 Rights on return. Unless this Lease is lawfully ended by either Party, the tenancy stays in effect, and after a disaster the Tenant may return to the Premises at the Rent in effect immediately before the disaster as soon as it is safe and practicable. The Landlord will also comply with any greater right to return, relocation payment or temporary housing that a Local Ordinance gives.

24.5 Damage caused by the Tenant. Except as Section 24.9 provides, if a Tenant, an Occupant, a Guest or a pet caused the casualty, Rent does not abate, and the Tenant is responsible for the cost of repair as far as the law allows and as far as the Landlord's insurance does not cover it.

24.6 Condemnation. If any public authority takes all or part of the Premises for public use, or orders them vacated because of a condition the Tenant did not cause, this Lease ends for the part taken on the date possession is taken, and Rent is reduced in proportion for any part that remains. Each Party may claim its own compensation from the authority. Where the law requires the Landlord to pay relocation benefits, the Landlord will pay them.

24.7 Force majeure. Neither Party is in breach of this Lease for a delay in performing a duty, other than a duty to pay money, while performance is prevented by fire, flood, earthquake, epidemic, war, civil disorder, government order or another cause beyond that Party's reasonable control, if the Party gives prompt notice and performs as soon as it can. This Section does not suspend the Landlord's duty to keep the Premises habitable, and Rent abates under Sections 24.2 and 24.3 where they apply.

24.8 Disaster debris and hazards. After a disaster for which the President or the Governor has declared a state of emergency, the Landlord will, within a reasonable time and following any cleaning protocols issued by government officials (using licensed remediation companies where required), remove debris caused by the disaster and mitigate hazards arising from it, including mold, smoke, smoke residue, smoke odor, ash, asbestos and water damage, as Civil Code Section 1941.8 requires. Until a local public health agency or official determines that the debris, including ash, sludge or runoff, does not contain toxic substances, its presence is presumed to make the Premises untenantable. When the work is done, the

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Landlord will notify the Tenant in writing at the postal or e-mail address the Tenant has given, and tell the Tenant that the Tenant may view and, on request, obtain copies of any environmental studies, testing or reports. This Section does not require the Landlord to rebuild.

24.9 Mandatory evacuation. For any period during which the Tenant cannot occupy the Premises because of a mandatory evacuation order issued because of such a disaster, the Tenant's duty to pay Rent is discharged, as Civil Code Section 1941.9 provides. If the Tenant has already paid Rent for that period, the Landlord will return it within 10 calendar days after the evacuation order is lifted, or the Tenant may deduct it from the next month's Rent.

25. Lead-based paint disclosure

25.1 Year built. The Landlord states that the building that contains the Premises was built in **[Year the building was built: _____]**.

25.2 Housing built before 1978. If the building was built before 1978, the Premises are target housing under federal lead disclosure rules, unless they are housing for the elderly or persons with disabilities, or a 0-bedroom dwelling, where no child under 6 years of age lives or is expected to live. For target housing the Landlord will, before the Tenant is bound by this Lease:

(a) include the Lead Warning Statement and complete the disclosure in Schedule A;

(b) disclose any known lead-based paint and lead-based paint hazards in the Premises, and any additional information available about them, such as the basis for the determination, their location and the condition of the painted surfaces;

(c) give the Tenant any records or reports available to the Landlord about lead-based paint and lead-based paint hazards in the Premises; and

(d) give the Tenant an EPA-approved lead hazard information pamphlet, such as Protect Your Family From Lead in Your Home.

25.3 Short leases. The federal disclosure rule does not apply to a lease of 100 days or less where no renewal or extension can occur. Because this Lease can continue as a periodic tenancy, the Landlord completes Schedule A for all target housing.

25.4 Records. The Landlord, and any agent, will keep a copy of the completed Schedule A for at least 3 years from the start of the Term.

25.5 Renovation. If the Landlord renovates, repairs or paints in a way that disturbs painted surfaces in target housing, the Landlord will use lead-safe work practices that the law requires.

26. Megan's Law notice

26.1 Database notice. The Landlord gives the Tenant the following notice, as Civil Code Section 2079.10a requires in every residential lease. This notice is printed in type of at least 8 points.

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 website 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

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Code in which the offender resides.

26.2 No further duty. The Landlord gives this notice to tell the Tenant where public information is available. The Tenant may check the website.

27. Tenant Protection Act notice or exemption

27.1 Status of the Premises. The Landlord marks one choice that describes the Premises:

( ) **Covered by the Tenant Protection Act.** The Premises are subject to the rent limits of Civil Code Section 1947.12 and the just cause rules of Civil Code Section 1946.2. The notice that Civil Code Section 1946.2(f) requires is attached as Schedule B, printed in type of at least 12 points, and is signed by the Tenant. It forms part of this Lease.

( ) **Exempt single-family home or condominium.** The Premises are a single-family home or a condominium that qualifies for the exemption in Civil Code Sections 1946.2(e)(8) and 1947.12(d)(5), and the owner is a person or entity that may claim it. The Landlord gives the following notice:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

( ) **Exempt for another reason.** The Premises are exempt from Sections 1946.2 and 1947.12 for the following reason stated in those Sections: **[Other Tenant Protection Act exemption, if claimed: _____]**.

27.2 Effect of the exemption notice. For a tenancy started or renewed on or after July 1, 2020, an individual owner of a single-family home or condominium may rely on that exemption only if the exemption notice is given in the rental agreement. If the Landlord marks the second choice but the owner does not qualify, the Premises are treated as covered.

27.3 Just cause. If the Premises are covered, then after all of the Tenants have continuously and lawfully occupied the Premises for 12 months or more, or at least one Tenant has continuously and lawfully occupied them for 24 months or more, the Landlord may end the tenancy only for a just cause that Civil Code Section 1946.2 allows, and will state the cause in the notice of termination. Sections 34 and 38 apply this rule.

27.4 Local Ordinance. If a Local Ordinance gives the Tenant greater protection than the Tenant Protection Act, the Local Ordinance controls, and the Landlord will give the Tenant any notice or disclosure it requires.

28. Other California disclosures

28.1 Disclosures the Landlord gives. The Landlord states, by marking each line that applies, that it has given the Tenant in writing, before the Tenant signed this Lease or paid any fee, the following disclosures. A line left unmarked means the condition does not apply or is not known to the Landlord.

( ) **Flood hazard.** The Landlord has actual knowledge that the Premises are located in a special flood

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hazard area or an area of potential flooding. Details: **[Flood hazard details, if known: _____]**.

( ) **Bed bugs.** The bed bug information notice that Civil Code Section 1954.603 requires is printed in Schedule E, Part 1. This line is always marked for a new tenancy.

( ) **Pest control.** The Premises are serviced under an ongoing pest control service contract, and a copy of the pest control company's notice is attached in Schedule E.

( ) **Demolition permit.** The owner has applied for a permit to demolish the dwelling. Expected earliest date of demolition and other details: **[Demolition permit details, if any: _____]**.

( ) **Condominium conversion.** The Premises are in a condominium conversion project of five or more units with final approval. Before the Tenant signed this Lease, the owner or subdivider gave the Tenant the written notice that Government Code Section 66459 requires, in the form the law requires, and a copy is attached in Schedule E.

( ) **Former military ordnance.** The Landlord knows that the Premises are within one mile of a closed military base in which ammunition or military explosives were used.

( ) **Asbestos.** The building was built before 1981, and the Landlord has discovered or reasonably suspects the presence of asbestos. Location and details: **[Asbestos details, if any: _____]**.

( ) **Death in the unit.** A death occurred in the Premises within the last three years. Manner of the death: **[Manner of any death in the unit in the last three years: _____]**.

( ) **Methamphetamine contamination.** A health officer's notice and order about methamphetamine contamination applies to the Premises. A copy is attached, and the Tenant acknowledges receipt by signing Schedule E.

( ) **Proposition 65.** The Landlord has 10 or more employees and posts warnings about possible exposure to listed chemicals in conspicuous locations on the Property.

( ) **Shared meters.** A gas or electric meter serving the Premises also serves areas outside them, as Section 10.3 discloses.

( ) **Water submeter.** The Premises have a water submeter, and the Landlord bills the Tenant for water service separately from Rent. The written disclosures about water billing that Civil Code Section 1954.205 requires are attached in Schedule E.

28.2 Flood hazard information (Government Code Section 8589.45). This Section applies to every lease, whatever the Landlord knows about the Premises, and is printed in type no smaller than 8 points. The Tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Office of Emergency Services' MyHazards tool at https://myhazards.caloes.ca.gov/. The Landlord's insurance does not cover the loss of the Tenant's personal possessions, and the Landlord recommends that the Tenant consider purchasing renter's insurance and flood insurance to insure the Tenant's possessions from loss due to fire, flood or other risk of loss. The Landlord is not required to provide additional information about flood hazards to the Property, and the information given in this Section is deemed adequate to inform the Tenant. If the Landlord has actual knowledge that the Premises are in a special flood hazard area or an area of potential flooding, the Landlord also marks the flood hazard line in Section 28.1.

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28.3 Other disclosures. The Landlord has also given the Tenant these disclosures, including any that a Local Ordinance requires: **[Other disclosures given, including local ones: _____]**.

28.4 Later knowledge. If the Landlord learns of a condition listed in Section 28.1 during the tenancy and a law requires disclosure to a current tenant, the Landlord will give the Tenant written notice within the time that law sets.

28.5 Acknowledgment. By signing this Lease, the Tenant acknowledges receipt of each disclosure marked in this Section and of each Schedule attached to this Lease.

29. Positive rent reporting

29.1 Separate written offer. This Section is not the offer of positive rent reporting itself. If Civil Code Section 1954.07 applies to the Landlord, the Landlord will give the Tenant a separate written offer to report the Tenant's positive rental payment information to at least one consumer reporting agency, at the time this Lease is signed and then once a year until the tenancy ends.

29.2 Contents of the offer. The separate offer will include a written election form that states that positive rent reporting is optional; names each consumer reporting agency to which the information will be reported; states any fee, which will not exceed the lesser of the Landlord's actual cost or $10 a month, and is zero if the Landlord has no actual cost; explains how to return the election by first-class mail or e-mail (with a self-addressed, stamped envelope if the offer is mailed); states that the Tenant may opt in at any time after the first offer; states that the Tenant may stop reporting at any time but cannot resume it for at least six months after opting out; explains how to opt out; and has a signature block the Tenant dates and signs to accept. The Landlord will give the Tenant more copies of the election form on request.

29.3 Tenant's choice. Reporting is optional. Positive rent reporting begins only if the Tenant accepts the separate offer in writing. The Tenant may stop the reporting by a written request to the Landlord at any time, and may not elect reporting again for at least six months after that request. Failure to pay the reporting fee is not a ground to end the tenancy, is not deducted from the Security Deposit and is not reported; if the fee stays unpaid for 30 days or more, the Landlord may stop reporting, and the Tenant may not elect again for six months from the date the fee first became due. The Tenant's choice does not affect any other term of this Lease, and a lawful repair deduction or withholding under Civil Code Sections 1941 to 1942 is not a late payment.

29.4 When the duty applies. The duty to make the offer applies to a lease entered into on or after April 1, 2025. It does not apply to a landlord of a residential rental building with 15 or fewer dwelling units, unless the landlord owns more than one residential rental building and is a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation. It also does not apply if the Premises are in an assisted housing development as defined in Government Code Section 65863.10. The Landlord marks one choice: ( ) the duty applies, and the separate offer is given with this Lease; ( ) the Landlord is exempt.

30. Military service

30.1 Federal termination right. A Tenant who is a servicemember may end this Lease under the Servicemembers Civil Relief Act, 50 U.S.C. Section 3955, if:

(a) the Tenant signed this Lease and then entered military service; or

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(b) the Tenant signed this Lease while in military service and then received military orders for a permanent change of station, or to deploy with a military unit or as an individual in support of a military operation, for a period of not less than 90 days.

30.2 How to end the Lease. The Tenant ends this Lease by delivering written notice and the documents that 50 U.S.C. Section 3955 requires to the Landlord or the manager. Because Rent is payable monthly, the termination takes effect 30 days after the first date on which the next Rent payment is due after the notice is delivered.

30.3 Rent and charges. Rent paid in advance for a period after the effective date will be refunded. The Landlord will not impose an early termination charge. The Tenant remains responsible for Rent up to the effective date and for other obligations under this Lease that are due and unpaid when the Lease ends, including reasonable charges for damage beyond Normal wear and tear.

30.4 Co-tenants and dependents. The termination rights of a servicemember's spouse or dependents who are Tenants are as 50 U.S.C. Section 3955 provides.

30.5 Security Deposit of a service member. Section 7.3 applies to the Security Deposit of a Tenant who is a service member, including the return date of any additional amount.

30.6 No discrimination. The Landlord will not refuse to rent, set different terms or end the tenancy because a Tenant is a servicemember or veteran.

31. Domestic violence and other protected-tenant rights

31.1 Early termination for abuse or violence. A Tenant may end this Lease by giving the Landlord at least 14 days' written notice, without penalty, if the Tenant, a member of the Tenant's household or an immediate family member was the victim of domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, a crime that caused bodily injury or death, a crime that included the exhibition, drawing, brandishing or use of a firearm or other deadly weapon or instrument, or a crime that included the use of force or a threat of force against the victim. The notice must be accompanied by the documentation that Civil Code Section 1946.7 requires. The Tenant is responsible only for the Rent that Section 1946.7 allows for the notice period.

31.2 No early termination charge. The Landlord will not charge a fee or penalty for an early termination under Section 31.1, and will refund the Security Deposit as Section 7 provides. Other Tenants who remain are not released by one Tenant's termination unless the law provides otherwise.

31.3 Lock change. If a protected Tenant makes a written request and gives the documentation that Civil Code Sections 1941.5 and 1941.6 require, the Landlord will change the locks of the Premises within 24 hours and give the protected Tenant a key to the new locks. If the Landlord does not do so within that time, the protected Tenant may change the locks as those Sections allow and will give the Landlord a key.

31.4 Confidentiality. The Landlord will keep confidential the information and documents a Tenant gives under this Section, and will use them only as the law allows.

31.5 No retaliation. The Landlord will not end the tenancy, refuse to renew or take any other adverse action against a Tenant because the Tenant or a household member is a victim of abuse or violence, or because the Tenant has called for police or emergency help.

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32. Fair housing and nondiscrimination

32.1 Equal treatment. The Landlord will not refuse to rent to a person, offer unequal terms, or otherwise take adverse action against a Tenant or a prospective tenant in a discriminatory manner or for a discriminatory purpose. This includes discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, or any other characteristic protected by the California Fair Employment and Housing Act (Government Code Section 12955 and following), the federal Fair Housing Act or a Local Ordinance.

32.2 Source of income. Source of income, including the use of a housing voucher or other rental assistance, is a protected characteristic. The Landlord will accept lawful rental assistance payments as part of the Rent and will cooperate with the agency that pays them as the law requires.

32.3 Reasonable accommodations and modifications. The Landlord will make reasonable accommodations in its rules, policies, practices and services when they may be necessary to give a person with a disability an equal opportunity to use and enjoy the Premises, including permitting an assistance animal under Section 14.4, and will permit reasonable modifications under Section 19.3.

32.4 Requests. A Tenant may make a request for an accommodation or modification orally or in writing to the manager named in Section 1.4. The Landlord will respond promptly and will discuss alternatives in good faith if it cannot grant the request as made.

33. Sale of the property, subordination and foreclosure

33.1 Lease binds a buyer. If the Landlord sells or transfers the Property, this Lease continues and binds the new owner, and the new owner takes the Landlord's place for the rest of the tenancy.

33.2 Security Deposit on sale. On a sale or transfer, the Landlord will either transfer the Security Deposit, less any lawful deductions, to the new owner, or return it to the Tenant, and will notify the Tenant in writing of what it has done, including the name, address and telephone number of the new owner where the deposit is transferred.

33.3 Notice of new owner. The Landlord will give the Tenant written notice of a new owner or manager and of any change in the person to whom Rent is paid, as Section 1.6 provides. Until the Tenant receives that notice, Rent paid to the person and address stated in this Lease is properly paid.

33.4 Subordination. This Lease is subject to any mortgage or deed of trust now or later recorded against the Property, but the Tenant's rights under this Lease and under the law, including the rights in Section 33.5, are not reduced by that subordination.

33.5 Foreclosure. If the Property is sold at a foreclosure sale, a Tenant in a month-to-month or other periodic tenancy will be given at least 90 days' written notice to quit before the Tenant may be removed. A Tenant whose fixed-term lease was entered into before the transfer of title at the foreclosure sale generally has the right to possession until the end of the Term, subject to the conditions and exceptions of Code of Civil Procedure Section 1161b. A Local Ordinance may give greater protection.

33.6 Estoppel certificate. Within 10 days after a written request, the Tenant will sign a short statement confirming the dates of the Term, the Rent, the amount of the Security Deposit and whether the Tenant knows of any default, so long as the statement is accurate. The Tenant is not required to sign any

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statement that waives a right.

34. Default by the tenant

34.1 Events of default. The Tenant is in default if the Tenant:

(a) does not pay Rent when it is due;

(b) breaches any other term of this Lease, the rules in Schedule D or a law that applies to the Tenant's use of the Premises; or

(c) commits waste, a nuisance or an unlawful act on the Property.

34.2 Three-day notice to pay Rent or quit. If Rent is not paid when due, the Landlord may serve a written notice stating the amount of Rent due and requiring the Tenant to pay it or to give up possession within three days. The amount demanded will not include late charges or other Additional Charges. In counting the three days, Saturdays, Sundays and Court Holidays are excluded, and counting begins on the first day after service that is not a weekend or Court Holiday.

34.3 Three-day notice to perform or quit. If the Tenant breaches a term of this Lease that can be performed, the Landlord may serve a written notice describing the breach and requiring the Tenant to perform it or to give up possession within three days, counted as Section 34.2 provides.

34.4 Cure notice for covered tenancies. If the Premises are covered by the Tenant Protection Act and the reason for an at-fault termination can be cured, the Landlord will first give the Tenant written notice of the violation and an opportunity to cure it, as Civil Code Section 1946.2 requires, before giving a notice to quit.

34.5 Service. The Landlord will serve a three-day notice in one of the ways Code of Civil Procedure Section 1162 allows: by personal delivery, by substituted service, or by posting and mailing. The Landlord will not charge a fee for serving, posting or delivering a notice.

34.6 Just cause. Where Section 27.3 or a Local Ordinance applies, the Landlord may end the tenancy only for a just cause the law allows and will state it in the notice.

34.7 Curing. If the Tenant pays the Rent demanded or cures the breach within the time stated in the notice, the tenancy continues.

35. Landlord's remedies and eviction only through the courts

35.1 Court process only. If the tenancy ends and the Tenant does not leave, the Landlord may recover possession only through an unlawful detainer action in court and enforcement of a court judgment by the sheriff or marshal. In most unlawful detainer cases the Tenant has ten court days to file a written response after being served.

35.2 No self-help. The Landlord will not lock the Tenant out, change the locks, remove doors or windows, remove the Tenant's belongings, or shut off or cause the interruption of any utility or service, in order to make the Tenant leave. Civil Code Section 789.3 forbids those acts.

35.3 Damages and mitigation. If the Tenant breaches this Lease and leaves before the Term ends, the Landlord may recover the damages the law allows, including unpaid Rent and the reasonable costs caused by the breach. The Landlord will make reasonable efforts to rent the Premises again, and any Rent

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received from a new tenant reduces the Tenant's liability. The Landlord will not recover more than the loss the law allows.

35.4 No retaliation. The Landlord will not retaliate against the Tenant for exercising a right under this Lease or the law, including complaining about the condition of the Premises, using a repair remedy or organizing tenants. If the Landlord tries to evict the Tenant within six months after the Tenant has exercised certain rights, the law presumes that the eviction is retaliatory. A landlord who retaliates may be liable for actual damages and up to $2,000 in statutory damages for each retaliatory act.

35.5 Remedies cumulative. The Landlord's remedies under this Lease are in addition to any remedy the law gives, but the Landlord will use them only as the law allows.

36. Default by the landlord and tenant remedies

36.1 Notice and time to cure. If the Landlord fails to perform a duty under this Lease or the law, the Tenant may give the Landlord written notice describing the failure. The Landlord will cure it within a reasonable time after receiving the notice, considering the nature of the problem, and at once in an emergency.

36.2 Tenant's remedies. If the Landlord does not cure, the Tenant may use any remedy the law gives, including the remedies in Section 18, a claim for damages, a defense in any unlawful detainer action, and a complaint to a code enforcement agency or a rent board.

36.3 Statutory remedies preserved. Nothing in this Lease limits the Tenant's right to a civil penalty or damages under Civil Code Section 1940.2 for conduct intended to make the Tenant leave, or any other statutory right.

36.4 Rent withholding. The Tenant will not withhold Rent except as the law allows. A Tenant who in good faith withholds or reduces Rent because of a habitability defect does so at the Tenant's own risk if a court later finds the defect did not justify it.

37. Early termination by the tenant

37.1 Statutory rights. A Tenant may end this Lease early without further liability for Rent where a law allows it, including under Section 30 (military service), Section 31 (abuse or violence) and Section 18 (untenantable Premises), and in any other case a law provides.

37.2 Other early departures. A Tenant who wishes to leave before a fixed Term ends for another reason will give the Landlord written notice as early as possible, and in any event at least **[Notice the tenant gives before leaving a fixed term early (days): _____]** days before the date of departure. The Tenant remains liable for Rent until the earlier of the end of the Term and the date a new tenant begins paying rent, together with the reasonable costs of re-renting, such as advertising, as far as the law allows.

37.3 Re-renting. The Landlord will make reasonable, good-faith efforts to re-rent the Premises at a fair rent, and will not refuse a suitable replacement tenant without a lawful and reasonable cause. The Tenant may offer replacement tenants, who will complete the Landlord's standard application.

37.4 Optional agreed release. At the Tenant's request, the Parties may sign a written agreement for an early release on agreed terms, for example a release on a stated date if the Tenant pays an agreed sum.

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Such an agreement is voluntary, never replaces a right in Section 37.1, and must be signed by every Tenant who is released.

38. Renewal, holdover and notice to end the tenancy

38.1 End of a fixed Term. When a fixed Term ends, the tenancy continues from month to month on the same terms, except for the length of the Term, unless the Parties sign a renewal or a new lease, or the tenancy is ended by notice under this Section. Where the Tenant Protection Act or a Local Ordinance provides just cause protection, the tenancy continues on a month-to-month basis at the end of the Term, and the end of the Term is not itself a cause for termination.

38.2 Acceptance of Rent after the Term. If the Landlord accepts Rent from the Tenant after the end of a fixed Term, the Tenant becomes a holdover tenant with a periodic tenancy. With the exception of the length of the tenancy, all other terms of this Lease remain in effect.

38.3 Tenant's notice. The Tenant may end a month-to-month or other periodic tenancy by giving the Landlord written notice at least 30 days before the date the Tenant will move out.

38.4 Landlord's notice. The Landlord may end a month-to-month or other periodic tenancy only as the law allows and only by written notice served as Section 44.3 provides:

(a) at least 60 days before the termination date, if all Tenants and residents have lived in the Premises for one year or more;

(b) at least 30 days before the termination date, if any Tenant or resident has lived in the Premises for less than one year; or

(c) at least 90 days before the termination date, if the tenancy is subsidized by a government agency and the law requires that notice.

38.5 Just cause and relocation assistance. Where Section 27.3 applies, the Landlord's notice will state a just cause the law allows. If the cause is a no-fault just cause, the Landlord will, as Civil Code Section 1946.2 requires, either pay the Tenant relocation assistance equal to one month's Rent or waive payment of the final month's Rent, and the notice will say which. A Local Ordinance may require more.

38.6 Statement about abandoned property. Every notice the Landlord gives to end a periodic tenancy will include the statement that Civil Code Section 1946.1 requires about reclaiming abandoned personal property, which begins: "State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions."

38.7 No notice fees. The Landlord will not charge the Tenant a fee for serving, posting or otherwise delivering any notice to end the tenancy.

38.8 Holdover after notice. If the Tenant stays in the Premises after the tenancy has ended by a valid notice, the Landlord may recover possession only under Section 35.1, and the Tenant owes the reasonable rental value of the Premises for each day the Tenant stays, which the Parties agree is the daily Rent unless a court sets a different amount.

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39. Move-out, initial inspection and surrender

39.1 Notice of the right to an initial inspection. When either Party gives notice to end the tenancy, or before the end of a fixed Term, the Landlord will give the Tenant written notice of the Tenant's right to request an initial inspection of the Premises, to take place during the last 14 days of the tenancy, and to be present during the inspection.

39.2 Arranging the inspection. If the Tenant requests the inspection, the Parties will try to agree on a date and time. The Landlord will give the Tenant at least 48 hours' advance written notice of the date and time of the inspection. The inspection may go ahead without the Tenant if the Tenant agrees or does not attend at the time noticed.

39.3 Purpose. At or after the initial inspection the Landlord will give the Tenant an itemized statement of the repairs or cleaning the Landlord intends to charge against the Security Deposit, so that the Tenant may remedy them before moving out. The Landlord may still deduct for conditions that arise after the inspection or that could not be seen because of the Tenant's belongings.

39.4 Condition on surrender. When the tenancy ends, the Tenant will remove all the Tenant's belongings, leave the Premises in the same level of cleanliness as at the start of the tenancy, and leave them in the condition recorded in Schedule C, except for Normal wear and tear and for damage the Tenant did not cause.

39.5 Move-out photographs. Within a reasonable time after the Tenant returns possession, and before any repair or cleaning the Landlord intends to charge against the Security Deposit, the Landlord will photograph the Premises. The Landlord will also photograph the Premises after completing any such repair or cleaning. The Landlord will record these photographs in the photo log in Schedule C and will give the Tenant copies with the itemized statement under Section 7.9.

39.6 Keys and forwarding address. On moving out, the Tenant will return all keys, access cards, garage openers and other devices listed in Section 3.6 and Schedule C, and will give the Landlord a written forwarding address for the refund of the Security Deposit and the itemized statement.

39.7 Surrender. The tenancy ends and possession is returned when the Tenant has moved out and returned the keys, or when the Parties sign a written surrender, or when the Premises are abandoned as Section 40 provides. Rent is due until the end of the tenancy, and Section 7.9 starts to run when the Tenant has vacated.

40. Abandonment and tenant's personal property left behind

40.1 Abandonment of the Premises. The Landlord may treat the Premises as abandoned only through the notice procedure California law provides for abandoned premises (Civil Code Section 1951.3) or by a court judgment. The absence of the Tenant alone, or the late payment of Rent alone, is not abandonment.

40.2 Property left behind after the tenancy. If, after the tenancy ends, the Tenant leaves personal property in the Premises or on the Property, the Landlord will store it with reasonable care and will deal with it only under Civil Code Sections 1980 to 1991. The Landlord will give the notice of the right to reclaim abandoned property that those Sections require, and the Tenant may reclaim the property on the terms of that notice. The Landlord may charge only the reasonable costs of storage the law allows.

40.3 Property left after a sheriff's lockout. If the tenancy ends by enforcement of a court judgment, the

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Landlord will handle any property left in the Premises as Code of Civil Procedure Section 1174 requires. If the Tenant does not reclaim the property within 15 days, the Landlord may mail the Tenant a notice to pick it up, and may then sell it at auction or, if its value is less than $700, keep it, as the law allows.

40.4 No other disposal. The Landlord will not throw away, sell or keep the Tenant's property in any way other than as this Section and the law allow, except for trash and perishable items that the law permits to be discarded.

41. Death of a tenant

41.1 Periodic tenancy. If the only remaining Tenant dies during a month-to-month or other periodic tenancy, the tenancy ends on the 30th day after the Tenant's last payment of Rent before the Tenant's death, unless a Local Ordinance or an agreement with a surviving household member provides otherwise.

41.2 Fixed Term. If the only remaining Tenant dies during a fixed Term, the Tenant's estate remains liable for the Rent for the rest of the Term, but the Landlord will make a good-faith effort to re-rent the Premises to reduce or eliminate the estate's liability for future Rent. The Landlord and the personal representative of the estate may agree in writing on an earlier surrender.

41.3 Remaining Tenants. If one of several Tenants dies, this Lease continues with the remaining Tenants.

41.4 Emergency contact. The Tenant may name a person whom the Landlord may contact, and who may help remove the Tenant's belongings, if the Tenant dies or is seriously ill: **[Tenant's emergency contact (optional): _____]**. The Landlord will release the Tenant's belongings to that person only as the law allows.

42. Attorney's fees and costs

42.1 Prevailing party. In any lawsuit or arbitration to enforce or interpret this Lease, the prevailing party may recover reasonable attorney's fees and costs from the other party, up to a total of **[Cap on attorney's fees: _____]**. If this field says "No limit", the fees are not capped.

42.2 Reciprocal by law. Under Civil Code Section 1717 this right applies equally to the Landlord and to the Tenant, whatever any other clause says.

42.3 Statutory fee rules. Section 42.1 does not override a statute that sets its own rule on attorney's fees for a particular claim. Where such a statute applies, that rule controls for that claim.

43. Joint and several liability

43.1 Joint and several liability. Each Tenant is jointly and severally liable for the full Rent and for every other duty of the Tenant under this Lease, even if the Tenants have agreed among themselves to share the Rent.

43.2 Notice to one is notice to all. A notice given to one Tenant is notice to all Tenants. A notice given by one Tenant to end a periodic tenancy binds all Tenants, unless the Landlord agrees in writing to continue the tenancy with the remaining Tenants.

43.3 Refund of the Security Deposit. If more than one adult Tenant lives in the Premises, the Landlord will return the remainder of the Security Deposit by one check payable to all adult Tenants named in this Lease when the tenancy ends, and will deliver the itemized statement personally or by first-class mail to

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any one of them. This does not apply if the Landlord and all adult Tenants have signed a written agreement, at the start of the tenancy or at any time during or after it, that states (a) how the remainder is returned (to one named Tenant, or divided among Tenants by stated percentages, by check sent by first-class mail or by electronic deposit to an account each Tenant designates) and (b) whether each Tenant receives the itemized statement by e-mail or by first-class mail, with an address for each. If a Tenant ended this Lease under Section 31.1, no such written agreement exists, and that Tenant asks for the Security Deposit to be paid in another way, the Landlord may pay it that way.

44. Notices

44.1 Addresses for notices. Notices to the Landlord go to the owner or agent named in Section 1.5. Notices to the Tenant go to the Premises. The Tenant's e-mail address for routine communications is **[Tenant's e-mail for routine notices: _____]**, and the Landlord's is **[Landlord's e-mail for routine notices: _____]**.

44.2 Routine notices. Repair requests, notices of entry, notices of changes to rules and other routine communications are in writing and may be delivered by hand, by first-class mail, by posting at the Premises where the law allows, or by e-mail or online portal if the receiving Party has agreed to receive them that way.

44.3 Statutory notices. A notice to pay Rent or quit, to perform or quit, or to end the tenancy is served in a way the law allows. A three-day notice is served by personal delivery, by substituted service, or by posting and mailing. A 30-day, 60-day or 90-day notice may be served in any of those ways, or sent by certified or registered mail with return receipt requested. An e-mail or text message is not service of these notices, even if a copy is sent that way.

44.4 When notices are received. A notice sent by mail is received as the law provides for that method of service. A notice delivered by hand is received when delivered. A routine notice sent by e-mail is received on the day sent if sent on a Business Day before 5:00 p.m., and otherwise on the next Business Day.

44.5 Change of address. A Party may change its address for notices by written notice to the other Party.

45. Governing law, venue and language

45.1 Governing law. California law and any applicable Local Ordinance govern this Lease.

45.2 Venue. Any lawsuit about this Lease will be filed in the Superior Court of California for **[County where the unit is located: _____]** County, where the Premises are located, including its small claims division where the amount is within its limits.

45.3 Informal resolution and mediation. Before filing a lawsuit about a dispute other than an unlawful detainer action, a claim that must be filed quickly to protect a right, or a small claims case, the Parties will try in good faith to resolve the dispute by discussion. Either Party may propose mediation through a local mediation service or rent board program, with the cost shared equally unless the service is free. Mediation is voluntary and does not waive any right or extend any deadline.

45.4 Language of negotiation. If this Lease, for a period longer than one month, was negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, the Landlord will give the Tenant, before the Tenant signs, a written translation of this Lease in the language used in the negotiation, as Civil Code

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Section 1632 requires. The Parties state that this Lease was negotiated primarily in: **[Main language in which the lease was negotiated: _____]**. If a translation was required and not given, the Tenant may rescind this Lease as that Section allows.

45.5 No waiver of jury trial or forced arbitration. This Lease does not contain an agreement to waive a jury trial or to arbitrate disputes. Any such agreement must be separate, voluntary and lawful.

46. Waiver, severability, entire agreement and amendment

46.1 Rights that cannot be waived. Some rights of the Tenant apply whatever this Lease says, including the limits on the Security Deposit, the limits on entry, the right to a habitable dwelling, the repair remedies, protection from retaliation and just cause protection where it applies. No clause of this Lease waives or limits those rights.

46.2 No waiver by conduct. A Party's failure to enforce a term of this Lease, or acceptance of Rent with knowledge of a breach, does not waive the term or any later breach, except as the law provides for the acceptance of Rent after a notice to quit.

46.3 Severability. If any part of this Lease is held invalid or unenforceable, the rest of this Lease remains in effect, and the invalid part is enforced to the greatest extent the law allows.

46.4 Entire agreement. This Lease, its Schedules and any addendum the Parties sign are the entire agreement of the Parties about the Premises. They replace all earlier oral or written understandings. No advertisement, oral promise or statement by a leasing agent changes this Lease unless it is written into this Lease or an addendum.

46.5 Amendment. This Lease may be changed only by a written agreement signed by the Landlord and every Tenant, except that the Landlord may change the Rent or end a periodic tenancy by notice as this Lease and the law allow, and may change rules as Section 13.3 allows.

46.6 Local Ordinance prevails. If a Local Ordinance gives the Tenant greater rights than this Lease or state law, the Local Ordinance controls.

46.7 Successors. This Lease binds and benefits the Parties and their heirs, personal representatives, successors and permitted assigns.

46.8 Time. Time is of the essence for the payment of Rent. Where a period in this Lease ends on a Saturday, Sunday or Court Holiday, it is extended to the next Business Day, unless the law counts the period differently.

47. Counterparts, electronic signatures and copies

47.1 Counterparts. This Lease may be signed in counterparts. Each signed counterpart is an original, and all of them together are one agreement.

47.2 Electronic signatures. The Parties may sign this Lease, its Schedules and any addendum electronically. A signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form. A signed copy sent as a PDF or through an electronic signature service is as effective as an original.

47.3 Copy for the Tenant. The Landlord, or the person who signs this Lease for the Landlord, will give

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the Tenant a copy of this Lease, signed by the Landlord, within 15 days after the Tenant signs it. On written request the Landlord will give the Tenant a further copy once a year at no charge.

47.4 Translation. Section 45.4 applies to any translation required under Civil Code Section 1632.

By signing below, each Party confirms that he, she or it has read this Lease, including Sections 25 to 31, and has received a copy of each Schedule that applies: ( ) Schedule A, ( ) Schedule B, Schedule C, Schedule D and Schedule E.

LANDLORD
[Landlord's full legal name: _____]
By (signature):
Name and title of signer: [Name and title of the person signing for the landlord: _____]
Date: [Date the landlord signs: _____]

MANAGER OR AGENT (if signing for the Landlord)
Signature:
Name: [Name of the authorized manager: _____]
Date:

TENANT(S)
Each Tenant named in Section 1.1 signs below.
Tenant signature:
Printed name: [Full names of all adult tenants: _____]
Date: [Date the tenants sign: _____]

Tenant signature:
Printed name:
Date:

Tenant signature:
Printed name:
Date:

Schedule A: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(complete only if the Premises were built before 1978)

Premises: **[Full address of the rental unit, with unit number: _____]**

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 (the Landlord initials each item that applies)

(a) Presence of lead-based paint and/or lead-based paint hazards (mark one):
( ) Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain the basis

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for the determination, the location and the condition of the painted surfaces: **[Known lead-based paint or hazards: basis, location and condition: _____]**
( ) 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 (mark one):
( ) 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 the documents: **[Lead records and reports given to the tenant: _____]**
( ) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's acknowledgment (each Tenant initials)

(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 (if an agent is involved)

(e) ( ) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his or 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 signature:
Date: [Date the landlord signs: _____]

Lessee signature(s):
Date: [Date the tenants sign: _____]

Agent signature (if any):
Date:

The Landlord and any agent keep a copy of this Schedule for at least 3 years from the start of the Term.

Schedule B: Tenant Protection Act Addendum (attach only if Section 27.1 marks the Premises as covered; print this Schedule in type of at least 12 points)

Premises: **[Full address of the rental unit, with unit number: _____]**

This addendum forms part of the Lease dated **[Date the lease is signed: _____]** between **[Landlord's full legal name: _____]** and **[Full names of all adult tenants: _____]**. It is the notice that Civil Code Section 1946.2(f) requires for a lease entered into or renewed after July 1, 2020.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a

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statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

Each Tenant signs below to acknowledge receipt of this notice.

Tenant signature:
Printed name:
Date: [Date the tenants sign: _____]

Tenant signature:
Printed name:
Date:

Landlord signature:
Date: [Date the landlord signs: _____]

Schedule C: Move-In and Move-Out Condition Checklist and Photo Log

Premises: **[Full address of the rental unit, with unit number: _____]**. For each item, write the condition at move-in and at move-out (for example "new", "good", "fair", "worn" or "damaged") and describe any damage, stains, holes, wear or missing parts. Normal wear and tear is not charged to the Tenant.

Entry, hallways and living areas: front door, lock and dead bolt; door viewer; walls and ceilings; floors and carpet; windows, window locks and screens; blinds and window coverings; light fixtures and switches; outlets; closets; smoke detector.

Kitchen: stove and oven; refrigerator (state whether provided by the Landlord or the Tenant); dishwasher; microwave; disposal; sink and faucet; cabinets and counters; floor; exhaust fan; light fixtures.

Bathroom(s): toilet; tub or shower; sink and faucet; vanity and mirror; tile and caulking; exhaust fan; towel bars; floor; signs of water damage or mold.

Bedroom(s): walls and ceilings; floors and carpet; windows, window locks and screens; closets and doors; light fixtures; smoke detector in each bedroom.

Systems and other areas: heating and air conditioning; filter size and location; water heater; carbon monoxide detector(s), if required; washer and dryer or their connections; garage or carport and opener; patio, balcony or yard; parking space and storage area in Section 3.4; mailbox.

Furnishings listed in Section 3.3: each item and its condition.

Keys and devices given to the Tenant: door keys; mailbox keys; access cards or fobs; garage openers; parking permits.

Photo log. The Landlord records here each set of photographs: date taken, who took them, number of images, and where they are kept or how they were shared with the Tenant.
Move-in photographs (tenancies beginning on or after July 1, 2025):
Move-out photographs (after possession is returned, before repairs or cleaning):
Photographs after repairs or cleaning:

Move-in inspection completed on **[Start date of the tenancy: _____]** or the date written here:

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Landlord signature:
Tenant signature(s):

Move-out inspection completed on the date written here:
Landlord signature:
Tenant signature(s):

Schedule D: Rules, Pet Addendum and Smoking Areas

This Schedule is part of the Lease. Section 13.3 governs changes to it, and every rule is subject to reasonable accommodation for a person with a disability.

Part 1: House rules

1. **Quiet hours.** Keep noise at a level that does not disturb neighbors, especially between 10:00 p.m. and 8:00 a.m.
2. **Trash and recycling.** Place trash, recycling and organic waste in the containers provided, sorted as local rules require. Do not leave trash outside doors, in hallways or on balconies.
3. **Balconies and patios.** Keep them neat. Do not use open-flame grills where the fire code forbids it, and do not store trash or hang laundry over railings.
4. **Common areas and amenities.** Use them for their intended purpose and follow posted hours. Adults are responsible for their Guests and for supervising children where safety requires.
5. **Parking.** Park only in the space(s) in Section 3.4 or in unreserved resident spaces. Vehicles must be operable and registered. Do not park in fire lanes or block driveways. Towing is done only as California law allows.
6. **Plumbing.** Do not flush wipes, grease, paper towels or other items that can block lines.
7. **Safety.** Do not tamper with smoke or carbon monoxide detectors, sprinklers, fire extinguishers or emergency lighting, and do not prop open security doors or gates.
8. **Additional rules: [Additional house rules: _____]**

Part 2: Pet addendum (complete only if Section 14.1 allows pets)

Pet(s) allowed (kind, breed, name, approximate weight): **[Pets allowed: _____]**

Pet deposit, which is part of the Security Deposit in Section 7.1 and counts toward its limit: **[Pet deposit (part of the security deposit): _____]**

The Tenant will follow Section 14.3, will keep current licenses and vaccinations, and will not replace or add a pet without the Landlord's written consent. This addendum does not apply to assistance animals or service animals (Section 14.4).

Part 3: Smoking and no-smoking areas (complete if Section 15.2 prohibits smoking)

Areas where smoking is prohibited: **[Areas where smoking is prohibited: _____]**

Areas where smoking is allowed, if any: **[Areas where smoking is allowed, if any: _____]**

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A map or plan of these areas may be attached.

Tenant signature(s):
Date: [Date the tenants sign: _____]

Schedule E: Bed Bug and Other California Notices

Premises: **[Full address of the rental unit, with unit number: _____]**

Part 1: Bed bug notice (Civil Code Section 1954.603). Print this Part in type no smaller than 10 points. The Landlord gives the Tenant this notice before creating the tenancy.

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:
• Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
• Molted bed bug skins, white, sticky eggs, or empty eggshells.
• Very heavily infested areas may have a characteristically sweet odor.
• Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Why cooperation and prompt reporting matter. Bed bugs spread easily between units and are much easier and cheaper to treat when found early. Treatment works only when the Landlord, the pest control operator and every affected household cooperate, for example by preparing the unit as the operator instructs and allowing entry for inspection and treatment. Report any suspected infestation to the Landlord promptly and in writing, so that it can be inspected and treated before it spreads.

How to report suspected bed bugs. The Tenant reports a suspected bed bug infestation to the Landlord in writing, by delivering or mailing a written report to the manager named in Section 1.4, or through any online portal the Landlord provides under Section 16.6. The report should say where and when the bed

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bugs or signs of them were seen. The Landlord will arrange an inspection and, where needed, treatment by a licensed pest control operator, with notice of entry under Section 20, and the Tenant will cooperate with the inspection and treatment.

Part 2: Pest control notice (if the Premises are serviced under an ongoing pest control service contract). The Landlord attaches the notice that the pest control company gave the Landlord, as Civil Code Section 1940.8 requires. Pest control company: **[Pest control company under contract: _____]**.

Part 3: Other attached notices. The Landlord attaches any other notice marked in Section 28.1, such as the written disclosures about water billing that Civil Code Section 1954.205 requires where the Premises have a water submeter (Section 10.4), and a health officer's notice and order about methamphetamine contamination, which the Tenant acknowledges in writing before signing the Lease.

Acknowledgment. The Tenant acknowledges receipt of the notices attached to this Schedule.

Tenant signature(s):
Date: [Date the tenants sign: _____]

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