

# Residential Lease

This Lease is made on \_\_\_\_\_, between \_\_\_\_\_,  
Landlord, of \_\_\_\_\_, City of \_\_\_\_\_,  
State of \_\_\_\_\_, and \_\_\_\_\_, Tenant, of  
\_\_\_\_\_, City of \_\_\_\_\_, State  
of \_\_\_\_\_.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following residence:
2. The term of this Lease will be from \_\_\_\_\_, until \_\_\_\_\_.
3. The rental payments will be \$ \_\_\_\_\_ per month and will be payable by the Tenant to the Landlord on the \_\_\_\_\_ day of each month, beginning on \_\_\_\_\_.
4. The Tenant has paid the Landlord a security deposit of \$ \_\_\_\_\_. This security deposit will be held as security for the repair of any damages to the residence by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the residence, but without interest, except as required by the Laws of the State of \_\_\_\_\_.
5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ \_\_\_\_\_. This rent security deposit will be held as security for the payment of rent by the Tenant. This rent security deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest, except as required by the Laws of the State of \_\_\_\_\_.
6. The Tenant has inspected the residence and has found it satisfactory. Tenant agrees to maintain the residence and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the residence without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the residence in the same condition as when it was received, except for normal wear and tear.
7. Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. Tenant agrees that the residence is to be used only as a single family residence, with a maximum of \_\_\_\_\_ tenants. Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence, including all applicable provisions of the Laws of the State of \_\_\_\_\_. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.
8. The Landlord agrees to supply the following utilities to the Tenant:

9. The Tenant agrees to obtain and pay for the following utilities:

10. The Tenant agrees not to sub-let the residence or assign this Lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the residence for inspection and repair. Landlord agrees to enter the residence only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available including under all applicable provisions of the Laws of the State of \_\_\_\_\_.

12. If the Tenant remains as tenant after the expiration of this Lease without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by thirty (30) days written notice from either the Tenant or the Landlord.

13. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."

14. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

#### LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

\_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD: (Landlord to initial one).

\_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents).

\_\_\_\_\_ Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable).

\_\_\_\_\_ Tenant has received copies of all information listed above.

\_\_\_\_\_ Tenant has received the publication "Protect Your Family from Lead in Your Home."

\_\_\_\_\_ Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

\_\_\_\_\_ Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Lease, to the best of their knowledge, that the information they have provided is true and accurate.

15. This Lease may only be terminated by \_\_\_\_\_ days written notice from either party.

16. The following are additional terms of this Lease:

17. The parties agree that this lease is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in the State of \_\_\_\_\_.

This Lease binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. This Lease is governed by the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Name of Tenant

Notice to California Residents: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.