

# RESIDENTIAL FIXED TERM OR MONTH-TO-MONTH LEASE AGREEMENT

1. **IDENTIFICATION OF LANDLORD AND TENANT(S):** This Residential Lease Agreement (hereinafter "Lease Agreement" or "Lease" to be used interchangeably) is entered into on \_\_\_\_\_, between, **[INSERT LANDLORD NAME]** (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter collectively known as "Tenant(s)"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease Agreement. Together Tenant(s) and Landlord are referred to herein as the "Parties."

2. **IDENTIFICATION OF PREMISES AND OCCUPANTS:**

A. Subject to the terms and conditions set forth in this Lease Agreement, Landlord rents to Tenant(s), and Tenant(s) rent from Landlord, for residential purposes only, the premises located at \_\_\_\_\_ ("hereinafter Premises"), which is located within the Apartment Community, commonly known as \_\_\_\_\_ (hereinafter the "Apartment Community or Property"). The premises shall be occupied by the undersigned Tenant(s):

Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____, and the following
minor children:	
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____

B. No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Tenant(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Tenant(s) and their claim to right of possession shall be denied. Any person who is not named above as a Tenant and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Tenant(s), who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Tenant(s) and does not have an independent claim to right of possession of the Premises.

C. In the event of an unlawful detainer action to regain possession of the Premises, or any other

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legal/court document given to the above named Tenant(s), the names listed above in paragraph 2-A, are the names that will be used to refer to such individuals. The signing of this Lease Agreement constitutes full consent of Tenant(s) to legally refer to such individuals as the above signed names, even if after commencement of this Lease Agreement, one or more names change as a result of a marriage or legal name change, or at the time of signing, the signee simply used his/her maiden name instead of their married name, or visa-versa. Tenant(s) hereby renounces all legal authority by themselves or their legal appointees, to dismiss, or claim to be void, either in person, or in court, any legal document in their possession, on the basis of being referred to by any other name(s) than the one(s) listed above in paragraph 2-A.

D. Tenant(s) understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Tenant(s) agrees that such over-utilization shall be grounds for Landlord to terminate this Lease Agreement, solely at Landlord's option.

3. **DEFINING THE TERM OF THE TENANCY:** The term of the Lease Agreement shall begin on \_\_\_\_\_ (Commencement Date).

**Month-to-Month Lease Agreement:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law.

**Fixed Term Lease Agreement:** and shall terminate on (Date) \_\_\_\_\_ at 11:59 P.M. Tenant shall vacate the Premises upon termination of the Lease Agreement, unless: **(1)** Landlord and Tenant have extended this Lease Agreement in writing or signed a new Lease Agreement; **(2)** mandated by local rent control law; or **(3)** Landlord accepts Rent from Tenant after the expiration of the fixed term lease (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in the above month-to-month statute. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Lease Agreement shall remain in full force and effect.

A. Should Tenants vacate before expiration of the term, Tenant(s) shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.

B. Holding Over. Any holding over by Tenant(s) at the expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth in this Lease, subject to amendment by Landlord as set forth in Civil Code Section 827 (**REPLACE BEFORE MENTIONED WITH YOUR STATE CIVIL CODE**) and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code Section 1946 (**REPLACE BEFORE MENTIONED WITH YOUR STATE CIVIL CODE**), unless a longer

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notice period is required by applicable law.

**4. DELAY OF POSSESSION:** If, after signing this Lease Agreement, Tenant(s) fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Lease Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant(s) for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant(s) shall have the right to terminate this Lease Agreement. In such event, Landlord's liability to Tenant(s) shall be limited to the return of all sums previously paid by Tenant(s) to Landlord.

**5. AMOUNT AND SCHEDULE FOR THE PAYMENT OF RENT:** Tenants shall pay to Landlord a monthly rent of \$ \_\_\_\_\_, payable in advance on the 1<sup>st</sup> day of each month.

A. Rent shall be paid to **[INSERT LANDLORD NAME]** via **[INSERT LANDLORD PREFERRED METHOD TO COLLECT RENT]**.

B. The name, telephone number and address of the person or entity to whom rent payments shall be made is: **[INSERT LANDLORD NAME]**, **[INSERT LANDLORD PHONE NUMBER]**, **[INSERT LANDLORD STREET ADDRESS]**.

C. Tenant(s) acknowledges receipt of SECURITY DEPOSIT AND MONTHLY RENT PAYMENT INSTRUCTIONS addendum marketed Attachment 1. **Tenant signature of this Lease Agreement constitutes amenable consent of the Security Deposit and Monthly Rent payment methods.**

**6. SECURITY DEPOSIT:**

A. On signing this Lease Agreement, Tenant(s) shall pay to Landlord the sum of \$ \_\_\_\_\_ as a Security Deposit.

B. **Tenants may not apply this Security Deposit to the last month's rent or to any other sum due under this Lease Agreement.** Within 21 days after Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code (**REPLACE BEFORE MENTIONED WITH YOUR STATE CIVIL CODE**), Landlord may withhold only that portion of Tenant(s)'s Security Deposit necessary to: **(1)** remedy any default by Tenant(s) in the payment of rent; **(2)** repair damages to the premises exclusive of ordinary wear and tear; and **(3)** clean the premises if necessary.

C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned.

D. No interest will be paid on Security Deposit as not required by California law (**REPLACE BEFORE MENTIONED WITH YOUR STATE LAW**).

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- E. It is understood that the Security Deposit is applicable to all Tenants jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Tenants have vacated the Premises. Any refund due may be made payable jointly to all Tenants, and it shall be the responsibility of all Tenants to work out between themselves the manner of dividing said Security Deposit. If Landlord chooses to make the refund to any one of the Tenants individually (which need not be done until the statutory time has elapsed after all Tenants have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Tenants, and Landlord shall have no liability to any one or group of Tenants for failure of any Tenant to divide such refund equitably.
- F. If the Security Deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed, or additional deposit for a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Tenant(s)'s tenancy. Removal of the pet, satellite dish, waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the Security Deposit.

**7. SECURITY DEPOSIT AND FIRST MONTH'S RENT PAYMENT:**

- A. Tenant(s) payment of the Security Deposit and first month's Rent shall be paid by **[INSERT LANDLORD PREFERRED METHOD TO COLLECT SECURITY DEPOSIT AND FIRST MONTH'S RENT]**.
- B. Tenant acknowledges receipt of RECEIPT AND HOLDING DEPOSIT AGREEMENT, addendum marketed Attachment 2. Tenant(s) confirms the accuracy of the money amounts listed therein. Tenant(s) agrees to pay Security Deposit and first month's Rent (either in whole or prorated), at (or reasonably near) time of signing this Lease Agreement.

**8. RULES AND REGULATIONS:** Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant.

- If checked, Tenant has been provided with, and acknowledges receipt of, an additional, Property specific, list of the Rules and Regulations Agreement addendum, labeled Attachment 4, and attached to and incorporated into this Lease Agreement by reference.

**9. WATERBEDS/LIQUID FURNITURE:** No waterbed, water filled furniture, aquariums over 10 gallons, or other water-filled furniture shall be kept on the premises without Landlord's written consent. In the event Landlord's prior consent is granted, an additional Security Deposit, in the amount of Landlord's discretion, will be added.

- None.
- Landlord grants Tenants permission to keep water-filled furniture on the premises. Attachment 5 Agreement regarding use of Waterbed/Liquid Furniture addendum is attached to and incorporated into

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this Lease Agreement by reference.

**10. ATTACHMENTS/ADDENDA:** Tenant(s) acknowledges receipt of a copy of the attachments/addenda listed and checked in this section, which are incorporated into and made part of this Lease. Tenant(s) agrees to abide by said attachments/addenda in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Lease.

- SECURITY DEPOSIT & FIRST MONTH'S RENT PAYMENT INSTRUCTIONS (Attachment 1)
- RECEIPT & HOLDING DEPOSIT AGREEMENT (Attachment 2)
- PROPERTY OF LANDLORD OR TENANT AGREEMENT (Attachment 3)
- TENANT RULES AND REGULATIONS AGREEMENT (Attachment 4)
- WATERBEDS/LIQUID FURNITURE AGREEMENT (Attachment 5)

**11. RENT PAYMENT LATE CHARGES:** Rent is due on the 1<sup>st</sup> day of each month and will be considered late if not received by midnight on the 3rd day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. The late charge shall be \$25, plus \$25 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed \$150. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**12. RETURNED CHECK AND OTHER BANK CHARGES:** In the event any check offered by Tenant(s) to Landlord in payment of rent or any other amount due under this Lease Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$75.

**13. UTILITIES:** Tenants shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: \_\_\_\_\_  
\_\_\_\_\_. With respect to the utilities charges listed above to be paid by Landlord, Tenant(s) shall not make excessive or unreasonable use of such utilities. If Tenant(s) does make excessive or unreasonable use of such utilities, Landlord reserves the right to bill Tenant(s) for such excessive or unreasonable use and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. Tenant(s) shall not use any utilities in the common areas of the Property for their own personal use without written consent of Landlord.

- Tenants' gas or electric meter serves area(s) outside of their premises, and there are not separate gas and electric meters for Tenant(s) unit and the area(s) outside their unit. Tenant(s) and Landlord agree as follows: \_\_\_\_\_  
\_\_\_\_\_

**14. LIMITS ON OCCUPANCY:** Occupancy by guests for more than 10 Days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Lease Agreement.

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- 15. RESIDENTIAL USE OF PREMISES:** Tenant(s) agrees that the Premises is rented for residential use only and for no other purpose without Landlord's prior written consent. Tenant(s) shall not use the Premises as a business address, nor shall Tenant(s) conduct business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Tenant(s) at the Premises, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Tenant(s) may, however, insofar as it is consistent with the restrictions set forth in this section, and with the written consent of Landlord, use a portion of the Premises as a "home office".
- 16. PROHIBITION OF ASSIGNMENT AND SUBLETTING:** Tenant(s) shall not sublet any part of the premises or assign this Lease Agreement without the prior written consent of Landlord. Any attempted subletting or assignment in violation of this provision shall be void and null. Any proposed assignee, transferee, or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Lease Agreement.
- 17. ADDING A ROOMMATE:** No roommate may be allowed to take up residence in the Premises without prior written consent of the Landlord. Doing so without consent is in violation of this Lease Agreement. If Landlord consent is granted, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease Agreement.
- 18. JOINT AND SEVERAL LIABILITY (CO-TENANT):** If more than one Tenant (roommate, family member, or other) enters into this Lease Agreement, either now at lease commencement, or in the future as an addendum to this Lease Agreement, the obligations are joint and several; each such Tenant is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Tenants remain in possession of the Premises. Any breach or abandonment by any one or more of the Tenants shall not terminate the Lease Agreement nor shall it relieve the remaining Tenant from fulfilling the terms of this Lease Agreement. Should one or more of the Tenants terminate their residency apart and separately from other Tenant, no right to have another person substituted in their stead shall exist. **(a)** Tenant(s) agree to inform Landlord if any Tenant, or residing minor, vacates residency of the premises. **(b)** Written permission from Landlord must be granted before an additional Tenant, or minor, may be added to this Lease Agreement in order to take up residency of the premises.
- 19. MILITARY TRANSFER:** If Tenant(s) is or becomes a member of the Armed Forces on extended active duty, a member of the State National Guard serving on full-time duty, or a civil service technician with a National Guard unit, and receives change-of-duty orders to depart from the local area for longer than 90 days, or is relieved from such duty, Tenant(s) may terminate this Lease by giving 30 days prior written

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Tenant(s) Initials (____)(____)(____)(____)

notice to Landlord, provided Tenant(s) is not otherwise in default. As a condition to such termination, Tenant(s) will furnish Landlord with a certified copy of the official orders which warrant termination of this Lease. Military orders authorizing base housing in the local area in which the Premises is located do not constitute change-of-duty under this paragraph.

**20. MAINTENANCE:** Tenant(s) shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant(s) shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant(s) shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant(s) shall be charged for all repairs or replacements caused by Tenant(s), pets, guests or licensees of Tenant(s), excluding ordinary wear and tear. Tenant(s) shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant(s) shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

A.  Landlord  Tenant(s) shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_  
\_\_\_\_\_

B.  Landlord  Tenant(s) shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_  
\_\_\_\_\_

C.  Landlord  Tenant(s) shall maintain: \_\_\_\_\_  
\_\_\_\_\_

D. Tenant's failure to maintain any item for which Tenant(s) is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant(s) to cover the cost of such maintenance.

E. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them during Residents' tenancy. However, these items must stay on the premises in the working, or otherwise, condition in which they were at the time of Tenant(s) move in date. Removal or disposal of items is prohibited. Any such actions will warrant the Landlord to make an estimate as to the fair market value of said items, and their cost for replacing will be deducted from Tenant(s) security deposit: \_\_\_\_\_  
\_\_\_\_\_

**21. CONDITION OF THE PREMISES:** Tenant(s) agree to: **(1)** keep the premises clean and sanitary and in good repair, and upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant(s) took occupancy, except for ordinary wear and tear; **(2)** immediately notify Landlord of any defects or dangerous conditions in and about the premises of which

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they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damage by Tenant(s) or their guests or invitees through misuse or neglect.

A. Tenant(s) acknowledge that when Landlord and Tenant(s) meet at the premises to transfer possession of the keys and property, on or before the agreed upon move in date, with the Landlord furnished "move-in inspection checklist" in hand, both Landlord and Tenant will inspect the property, and make note of any notable defects, problems, or issues. Furthermore, Tenant(s) acknowledges that they have 3 days (72 hours) to contact Landlord in order to make record of any additional issues in the premises the Tenant(s) may of discovered.

**22. KEYS, LOCKS, AND REMOTES:**

A. Tenant shall receive the following prior to the move in date. Tenant shall make amenable efforts to schedule a time with Landlord to meet at the Premises in order to transfer possession of the Premises, keys, and remotes.

- \_\_\_ Key(s) to Premises
- \_\_\_ Key(s) to Mailbox
- \_\_\_ Key(s) to Pool
- \_\_\_ Key(s) to Common Areas
- \_\_\_ Remote(s) for Garage Door
- \_\_\_ Remote(s) for Security Gate

B. If Tenant(s) re-key existing locks or opening devices, Tenant(s) shall immediately deliver copies of all keys to Landlord. Tenant(s) shall pay all costs and charges related to loss of any keys or opening devices. Tenant(s) may not remove locks, even if installed by Tenant(s).

**23. PETS:** No pets, including but not limited to any animal, bird, fowl, reptile or amphibian, and no aquariums in excess of 10 gallons (collectively referred to hereafter as "Pets"), are allowed on the Premises without prior written consent of Landlord. Any such consent may be revoked at any time, with or without cause, by giving a 30 Day written notice. Unless written permission has been given, pets may not be brought upon the Premises, whether such pets belong to Tenant(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting," shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a 3 day notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact Landlord, before bringing the animal onto the Premises, and request an accommodation to this Lease provision. All accommodation requests will be processed in accordance with applicable laws.

- None.
- \_\_\_\_\_, under the following conditions:

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Tenant(s) Initials (___)(___)(___)(___)



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**24. LANDLORD'S ACCESS TO PREMISES:**

- A. The Parties agree that upon advance reasonable notice of at least 24 hours to Tenant(s), and at least 48 hours notice to conduct an inspection of the premises, Landlord or Landlord's agents shall have the right to enter the Premises during normal business hours of Monday through Saturday from 9:00 AM to 6:00 PM for the purpose of: **(1)** making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; **(2)** supplying necessary or agreed services; **(3)** showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or **(4)** for any other purposes permitted by California Civil Code Section 1954 (**REPLACE BEFORE MENTIONED WITH YOUR STATE CIVIL CODE**) (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease).
- B. Tenant(s) also agrees that if Tenant(s) denies Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a 3 Day Notice To Quit.
- C. In the event of an **emergency** (such as a fire, plumbing leak, etc), or Tenant(s)'s abandonment or surrender of the Premises, Landlord or its agents may enter the Premises at any time without consent or prior notice.
- D. With at least 48 hour notice, Tenant hereby grants Landlord, or Landlord agents, interior and exterior access to the premises, for the purpose of Periodic Maintenance Inspections. Upon lease signing, Tenant grants willful consent for the following periodic inspections. 3 months from Tenant(s)'s move-in date, an interior and exterior inspection of the premises will be performed. After which, Landlord will perform an interior inspection at 12 month intervals, and an exterior inspection at 6 month intervals. If at anytime it appears Tenant(s) is not taking good care of the property, then Landlord reserves the right to increase, both interior and exterior, inspection interval to every 3 months until such time as the Premises upkeep is brought back up to an acceptable standard. If the minimum standard of care for the property is not continually met, even after necessary written warnings, then a subsequent 30 Day Notice will be given to the residing Tenant(s). Refusal of these terms, either now at lease signing, or in the future during tenancy, is in direct violation of this Lease, and if currently residing in the premises will result in a **3 Day Notice to Perform Covenant**. Additionally, if these terms are not agreeable to you at time of signing, then it is encouraged that you do not sign this Lease. Tenant(s) will be given the option to be present for inspections, but do not have to be.
- Tenant does NOT wish to be present for periodic inspections. 48 hour notice will still be given, but Landlord's estimated time of arrival will not be given.
- Tenant WISHES to be present for periodic inspections. If Tenant(s) prefer to be present, then

Landlord will make every reasonable attempt to make it so, by giving Tenant(s) an agreed upon expected window time of Landlord's arrival. If Tenant(s) is a no-show during the window time, then Landlord may enter without Tenant(s) presence.

**25. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

**26. PARKING AND GARAGES:**

- A. Parking space(s) are to be used for parking properly licensed and operable motor vehicles. Parking spaces are not to be used for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant(s) shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.
- B. Garages are primarily to be used for means of parking cars and storage. Garages are not to be used as additional living, job related work, or frequent social gathering spaces.
- C. Landlord shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Tenant(s) and/or Tenant(s)'s guests or invitees. Failure of Tenant(s) or Tenant(s)'s guests or invitees to follow Rules and/or posted signs relating to parking and operation of vehicles may result in the towing of the offending vehicle at the cost of the vehicle owner.

Additional Property specific provisions regarding parking, garages, and Tenant(s) car(s) are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**27. EXTENDED ABSENCES BY TENANTS:** Tenants agree to notify Landlord in the event that they will be away from the premises for 10 consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

**28. PROHIBITIONS AGAINST VIOLATING LAWS AND CAUSING DISTURBANCES:** Tenant(s) shall be entitled to quiet enjoyment of the premises. Tenant(s) and their guests or invitees shall not use the Premises or adjacent areas in such a way as to: **(1)** violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; **(2)** commit waste or nuisance; or **(3)** annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident, including but not limited to having loud or late parties or playing loud music. Tenant(s) shall ensure that their guests also comply with this provision. Violations constitute a breach of the Lease Agreement.

**29. CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** The Premises is a unit in a condominium,

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Tenant(s) Initials (____)(____)(____)(____)

planned unit development, common interest subdivision, or other development governed by a homeowner association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant(s) agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant(s) copies of HOA Rules, if any. Tenant(s) shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant(s), or the guests or licensees of Tenant(s).

- Not Applicable (N/A).
- Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days, or \_\_\_\_\_.
- Tenant(s) has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

**30. REPAIRS AND ALTERATIONS:** Except as provided by law or as authorized by the prior written consent of Landlord, **(a)** Tenant(s) shall not make any repairs or alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(b)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant(s); **(c)** Tenant(s) shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(d)** any deduction made by Tenant(s) shall be considered unpaid Rent. **(e)** Tenant(s) shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant(s) shall provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

- None.
  - Landlord and Tenants agree to the following: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)