

Month-to-Month Residential Rental Agreement

1. **Identification of Landlord and Tenants:** This Agreement is made and entered into on _____ [DATE], between _____ (Tenants") and _____ [ORGANIZATION NAME] ("Landlord/Master Tenant"), whose address and phone number are _____ [ORGANIZATION ADDRESS AND PHONE].
2. **Identification of Premises and Occupants:** Subject to the terms and conditions of this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at: _____ on a month- to-month term. The premises shall be occupied by the undersigned Tenant and the following minor children:

3. **Limits on Use and Occupancy:** The premises are to be used only as a private residence for Tenants and any minors listed above in this Agreement, and for no other purpose without Landlord's prior written consent.
4. **Termination:** Except as prohibited by law, This Agreement may be terminated by Landlord or Tenants and may be modified by Landlord, by giving 30-days' written notice to the other. Any holding over thereafter shall result in Tenant being liable to Landlord for prorated daily rental damages. _____ [ORGANIZATION NAME] is a state funded temporary (24-month) housing program, and therefore this tenancy may be terminated anytime on or after _____ [SAME DATE AS ABOVE], by _____ [ORGANIZATION NAME] by giving the Tenant a written 60 day notice of termination of tenancy.
5. **Rent:** See Attachment A for rent amounts, schedule, and payment policies and procedures.
6. **Amount and Payment of Deposits.** On signing this Agreement, _____ [ORGANIZATION NAME] will loan Tenants the security deposit that was previously paid by _____ [ORGANIZATION NAME] directly to the property owner in the sum of \$ _____. See attached Promissory Note for monthly loan payment amount and procedures. Tenants may not apply this security deposit to the last month's rent or to any other sum due under this Agreement. If, upon vacating the premises, Tenant's loan has been paid in full to _____ [ORGANIZATION NAME], _____ [ORGANIZATION NAME] will furnish Tenant 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, Landlord may withhold only that portion of Tenants' security deposit necessary to: (1) remedy any default by Tenants in the payment of rent; (2) repair damages to the premises or appliances; and (3) clean the premises if necessary exclusive of ordinary wear and tear.
7. **Utilities:** Tenants shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: water and garbage
8. **Quiet Enjoyment:** Tenants shall be entitled to quiet enjoyment of the premises. Tenants 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. Any such action may result in the immediate termination of this agreement as provided herein and by law.

- 9. Repairs and Alterations:** Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs, alterations or decorations to the unit. Repairs, alterations include re-keying or installing any locks to the premises or installing or altering any burglar alarm system. Decorations include, but are not limited to, painting and wallpapering. Tenants 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. Tenant also agrees to pay all costs resulting from the alteration.
- 10. Acceptance of Premises:** Tenant has inspected the premises, furnishings, equipment, and appliances and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory, except as noted on the attached Move-In Move-Out Itemization.
- 11. Care, Cleaning, and Maintenance:** Tenants agree to: (1) keep the premises, furniture, and appliances 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 Tenants 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 they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises or appliances damaged by Tenants or their guests or invitees through misuse or neglect. *This includes misuse that can lead to plumbing issues (i.e. clogged toilet or sinks), broken appliances such as garbage disposals, or damaged window fixtures.*
- 12. Landlord's Access for Inspection and Emergency:** Landlord (i.e. the property owner/ manager or _____ [ORGANIZATION NAME] staff) may enter the premises in the event of an emergency, to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, violations of the housing rules outlined in Attachment A, or Tenants' abandonment of the premises or court order, Landlord shall give Tenants reasonable notice of intent to enter. Tenant's non-compliance with the Landlord's lawful request for entry is material breach of this Agreement that may be cause for immediate termination as provided herein and by the law.
- 13. Prohibition of Assignment and Subletting:** Tenants shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.
- 14. Possession of the Premises:** If, after signing this Agreement, Tenants fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Agreement by delivering a 30-day written notice for termination of tenancy to _____ [ORGANIZATION NAME AND ADDRESS]. In the event Landlord is unable to deliver possession of the premises to Tenants 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, Tenants shall have the right to terminate this Agreement.

- 15. Damages to the Premises.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply: In the event that Tenants, or their guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income. Landlord shall not be required to repair or replace any property brought onto the premises by Tenants.
- 16. Tenants' Financial Responsibility and Renters' Insurance.** Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to Tenants and their guests and invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenants obtain a renter's insurance policy from a recognized insurance firm to cover Tenants' liability, personal property damage and damage to the premises.
- 17. Waterbeds.** No waterbed or other item of water-filled furniture shall be kept on the premises without Landlord's written consent.
- 18. Pets:** No pets shall be kept on the premises without Landlord's prior written consent, except for service or companion animals requested for individuals with disabilities.
- 19. Smoke Detector Device:** The premises are equipped with a functioning smoke detector device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to the property's owner/ manager or _____ **[ORGANIZATION NAME]**'s Housing Specialist. If battery operated, Resident is responsible for changing the detector's battery as necessary. The property owner/management or _____ **[ORGANIZATION NAME]** staff shall have the right to enter the premises to check and maintain the smoke detection device as provided by the law.
- 20. Moving Services:** Tenant assumes all responsibility for the moving of items done by _____ **[ORGANIZATION NAME]** hired vendors. Tenant Agrees to inform your case manager/youth advocate of the amount of belongings you will be moving (esp. large items like dressers, entertainment centers, wine racks, armoires, curio cabinets, china cabinets, buffets, big screen TVS, chest of drawers, etc.) before the move, and securely pack their contents in separate boxes.

Tenant also agrees to pack ALL items to be moved securely in boxes or appropriate containers and have any disassembling or reassembling of items done prior to the move. If your belongings are not packed you will NOT move in and your move will be rescheduled.

In the event any item to be moved cannot be moved safely from the area where the item is located or to an area where the item is to be moved or relocated and you wish to have the item moved anyway _____ **[ORGANIZATION NAME]** and / or Moving Service will not be liable for any damages to the item or to the walls, floors, stairs, railings, ceilings, or other structures

- 21. Addenda:** By initialing as provided, Tenant acknowledges that they have received and read copies of the following applicable addenda, which are attached and incorporated as part of this Agreement:

- | | |
|---|---|
| <input type="checkbox"/> Landlord | In Your Home Pamphlet |
| <input type="checkbox"/> Policies and Regulations, Attachment A | <input type="checkbox"/> Mold Addendum |
| <input type="checkbox"/> Move-In Move-Out Itemization | <input type="checkbox"/> Loan Promissory Note |
| <input type="checkbox"/> Smoke Detector Agreement | <input type="checkbox"/> Rent and Loan Calculation Schedule |
| <input type="checkbox"/> Asbestos Agreement | <input type="checkbox"/> Drug-Free Addendum |
| <input type="checkbox"/> Lead Disclosure Addendum | |
| <input type="checkbox"/> Protect Your Family from Lead | |

- 22. Notice:** Pursuant to Section 290.46 of the Penal Code, information about specified sex offenders is made available to the public via an Internet Web site maintained by The California Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.
- 23. Entire Agreement:** This Agreement, which includes all attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenants. Any modifications to this Agreement must be in writing signed by Landlord and Tenants. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.
- 24. Grounds for Termination of Tenancy:** The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.
- 25. Payment of Attorney Fees in a Lawsuit:** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall not/ shall recover reasonable attorney fees and court costs.
- 26. Authority to Receive Legal Papers:** Any person managing the premises, the landlord and anyone designated by the landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:
- a. the manager, at the following address: _____
- b. the Landlord, at the following address: _____
- c. the following: _____

_____ **[ORGANIZATION NAME]**
 Landlord/Master Tenant

 Date

Tenant

Date