

CALIFORNIA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made and entered into on _____ [Date], by and between:

LANDLORD: _____ [Full Legal Name], with a mailing address of _____ [Address] ("Landlord").

TENANT(S): _____ [Full Legal Name(s)], currently residing at _____ [Address] ("Tenant").

1. PREMISES

Landlord leases to Tenant the real property located at _____ [Property Address], in the City of _____ [City], County of _____ [County], State of California (the "Premises").

2. TERM

The term of this Lease shall commence on _____ [Start Date] and end on _____ [End Date], unless terminated earlier as provided herein.

3. RENT

Tenant agrees to pay monthly rent of \$ _____ (_____ Dollars), due on the _____ day of each month. Rent shall be paid by ___ check ___ electronic transfer ___ other: _____, payable to Landlord at the address above.

Late Fee: If rent is not received within _____ days of the due date, Tenant shall pay a late fee of \$ _____ or _____% of monthly rent (whichever applies under applicable state law).

4. SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of \$ _____ as a security deposit. The deposit is subject to the limits and conditions of California Civil Code §§ 1940-1954.05. The deposit will be returned to Tenant within the statutory period after termination of the tenancy, less any lawful deductions, with an itemized accounting.

5. UTILITIES

The following utilities shall be paid by:

Electricity: ___ Landlord ___ Tenant Gas: ___ Landlord ___ Tenant Water/Sewer: ___ Landlord ___ Tenant

Trash: ___ Landlord ___ Tenant Internet: ___ Landlord ___ Tenant Other: _____

6. OCCUPANCY

The Premises shall be occupied solely by Tenant and the following named individuals: _____ . Guests may not stay more than 14 consecutive days without Landlord's written consent.

7. USE OF PREMISES

Tenant shall use the Premises only as a private residence. No commercial activities, illegal activities, or activities that violate local ordinances or HOA rules.

8. MAINTENANCE AND REPAIRS

Landlord shall maintain the Premises in compliance with the implied warranty of habitability under applicable state law. Tenant shall keep the Premises clean and in good condition, and shall promptly notify Landlord of any needed repairs.

9. ENTRY BY LANDLORD

Landlord may enter the Premises with at least 24 hours' notice for inspections, repairs, or showings, except in emergencies. Entry shall be at reasonable hours and consistent with California statutes.

10. PETS

Pets: ___ Not Permitted ___ Permitted with deposit of \$_____. Allowed pets: _____.
Service animals and emotional support animals required by Fair Housing law are not subject to pet restrictions.

11. SUBLETTING AND ASSIGNMENT

Tenant shall not sublet the Premises or assign this Lease without Landlord's prior written consent, which shall not be unreasonably withheld.

12. INSURANCE

Tenant: ___ Required ___ Not required to maintain renter's insurance with minimum liability coverage of \$_____. Proof of insurance shall be provided to Landlord within 14 days of Lease commencement.

13. DEFAULT AND REMEDIES

If Tenant fails to pay rent or breaches any term of this Lease, Landlord may exercise all remedies available under California Civil Code §§ 1940-1954.05, including service of statutory notices and filing for possession.

14. DISCLOSURES

Lead-Based Paint (Federal): If the Premises was built before 1978, the federally required lead-based paint disclosure is attached and incorporated by reference.

California-specific disclosures (as required by state law): ___ Mold history ___ Bedbug history ___ Sex offender registry notice ___ Flood zone status ___ Shared utility notice ___ Other: _____

15. ATTORNEYS' FEES

In any action or proceeding to enforce this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

16. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of California.

17. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

Signature: _____ Date: _____

Printed Name: _____

TENANT:

Signature: _____ Date: _____

Printed Name: _____

TENANT (Co-Tenant):

Signature: _____ Date: _____

Printed Name: _____

DISCLAIMER: This California Residential Lease Agreement template is provided for informational purposes only and does not constitute legal advice. Consult a licensed California attorney for high-value rentals or complex situations.