

## Rental Agreement/Lease

### Parties & Premises:

This rental Agreement/Lease is made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between

“Landlord”) \_\_\_\_\_ and (“Tenant”) \_\_\_\_\_

for the premises located at \_\_\_\_\_

\_\_\_\_\_ with the following furniture and appliances \_\_\_\_\_

### Terms:

The term of this Agreement/Lease shall be for \_\_\_\_\_

beginning on \_\_\_\_\_ and ending on \_\_\_\_\_

### Rent:

Tenant agrees to pay \$ \_\_\_\_\_ per month to Landlord as rent for the Premises due on or before the \_\_\_\_\_ day of each month

### Utilities:

Tenant agrees to pay all utilities except \_\_\_\_\_ which shall be paid for by the landlord.

### Tenant’s Duty to Maintain Premises:

Tenant shall keep the Premises in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the Premises is caused through negligence or misuse by the Tenant or his/her invitee, Tenant will pay for any repairs.

### Alterations and Additions:

Tenant shall not, without the Landlord’s written consent make any alterations, improvements, or additions in or about the premises.

### Assignment and Subletting:

Tenant shall not sublet all or any part of the Premises, nor assign this agreement or any interest in it without the Landlord’s prior written consent.

### Landlord’s Obligation to Maintain Premises:

(A) Landlord shall maintain the building and grounds belonging to the Premises in a decent, safe and sanitary condition, in accordance with all state and local laws, regulations, and ordinances. Landlord shall pay for all repairs not caused by tenants negligence or misuse or that of Tenant’s invitee.

(B) Landlord shall take reasonable reassurances to maintain security on the Premises and grounds to protect the Tenant from burglary, robbery and other crimes.

(C) As repairs are now needed to comply with this paragraph, Landlord specifically agrees to complete the following repairs by the following dates:

Repair	Date
_____	_____
_____	_____
_____	_____

(D) If Landlord substantially fails to comply with any duty imposed by this paragraph, Tenant’s duty to pay rent shall abate until such failure is remedied. This shall apply to defects within Tenant’s Premises only if Tenant has notified Landlord of such defects and has given the Landlord reasonable time to make repairs

### Pets:

No animal or pet except \_\_\_\_\_ shall be kept on the Premises.

**Deposits:**

Tenant will pay the following deposits and/or fees and the terms of refund are:

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**Inspection by Landlord:**

Unless Tenant has moved out, Landlord may enter the Premises only: to deal with an emergency (such as fire); to make repairs; or to show the Premises to prospective purchasers or tenants. Landlord must give at least 24 hours notice of his/her intent to enter the Premises, and where feasible, attempt to arrange a convenient time for the Tenant. In an emergency, Landlord may enter the Premises without prior Tenant permission, but shall give Tenant notice of such entry immediately thereafter. Landlord's entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the Premises or to harass the Tenant.

**Failure to Pay Rent:**

If Tenant is unable to pay rent when due, but on or before such due date he/she gives Landlord written notice that he/she is unable to pay said rent on time and the reasons, Landlord shall attempt to work out a procedure for paying such rent. If after 10 days, Landlord and Tenant are unable to work out such a procedure, Landlord may serve notice to pay rent or vacate within 3 days, as provided by California Code of Civil Procedures 1161.

**In Addition It Is Agreed:**

Tenant shall, upon termination of the Agreement, vacate and return the dwelling in the same condition that it was received less reasonable wear and tear, and other damages beyond the Tenant's control.

Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of the other tenants in the building. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.

In a dispute between Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

Any waiver or modification of the conditions of this Agreement shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed to the following:

**Landlord**

**Tenant:**

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Either party may terminate this Lease in the event of a violation of any provision of this Lease by the other party.

**The Parties hereto have executed and agreed to this Rental Agreement/Lease.**

**Landlord:**

**Tenant:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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