

California Residential Lease

(for properties exempt from state and local rent limits and from state and local just cause requirements)

Date: {TodaysDate}

1. **PARTIES.** This California Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The Manager is {PropertyManagerName}, {PropertyManagerPhone}, {PropertyManagerAddress}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **EXEMPTION FROM CAPS ON RENTAL RATES AND FROM TERMINATION WITHOUT JUST CAUSE REQUIREMENTS.**
 - A. **Exemption.** The Premises qualifies for an exception from state and local laws requiring caps on rental rate increases and from state and local laws prohibiting termination without just cause requirements.
 - B. **Notice.** Landlord provides the following notice per law:

This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following:

- (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code;
- (2) a corporation; or
- (3) a limited liability company in which at least one member is a corporation.

4. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.

5. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
6. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per Ca. Civ. Code § 1947.3, Landlord must accept a form of rent payment that is neither cash nor electronic transfer (e.g., money order).
7. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Tenant recognizes and agrees that it would be impracticable or extremely difficult to fix Landlord's actual damages if Tenant does not make payments when due. Accordingly, Landlord and Tenant agree that the charges and fees under this Agreement are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due. In the event of returned payment, Landlord may require that Tenant pay rent in cash for three consecutive months, as long as Landlord complies with the notice requirements of Ca. Civ. Code § 1947.3.
8. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
9. **SECURITY DEPOSIT.** Security deposits are governed by Ca. Civ. Code § 1950.5.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.
 - B. **Limitations on Security Deposit.**
 - i. Tenant is not a Service Member
The amount of the security deposit may not exceed two months' rent for an unfurnished premises or three months' rent for a furnished premises.
 - ii. Tenant is a Service Member
The amount of the security deposit may not exceed one months' rent for an unfurnished premises or two months' rent for a furnished premises, unless
 - a. Tenant has a history of poor credit or of causing damage to the rental property or its furnishings, or
 - b. the Premises is rented to a group of individuals, one or more of whom is not the Service Member's spouse, parent, domestic partner, or dependent.

“Service Member” has the same meaning as in Section 400 of the California Military and Veterans Code.

- C. **Allowable Charges.** Landlord may use the security deposit for any purpose, including, but not limited to, any of the following:
- i. the compensation of Landlord for Tenant's default in the payment of rent;
 - ii. the repair of damages to the Premises, exclusive of ordinary wear and tear, caused by Tenant or by a guest or licensee of the Tenant;
 - iii. the cleaning of the Premises upon termination of the tenancy necessary to return the Premises to the same level of cleanliness it was in at the inception of the tenancy; and
 - iv. to remedy future defaults by Tenant in any obligation under this Agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.
- D. **Return of Security Deposit.** Prior to vacating the Premises, Tenant shall provide Landlord with a forwarding address. Any mailings to Tenant pursuant to this section shall be sent to the address provided by Tenant. If Tenant does not provide an address, mailings pursuant to this section shall be sent to the Premises. **Within 21 calendar days** after Tenant has vacated the Premises, Landlord shall furnish Tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security, and shall return any remaining portion of the security to Tenant. **For charges that exceed \$125**, Landlord shall also include copies of documents showing charges incurred and deducted by Landlord to repair or clean the Premises, along with the itemized statement. If Landlord or Landlord's employee did the work, the itemized statement shall reasonably describe the work performed. The itemized statement shall include the time spent and the reasonable hourly rate charged. If the Landlord or Landlord's employee did not do the work, the Landlord shall provide Tenant a copy of the bill, invoice, or receipt supplied by the person or entity performing the work. The itemized statement shall provide Tenant with the name, address, and telephone number of the person or entity, if the bill, invoice, or receipt does not include that information.
- E. **Repair Delays.** If a repair to be done by the Landlord or the Landlord's employee cannot reasonably be completed within 21 calendar days after Tenant has vacated the Premises, or if the documents from a person or entity providing services, materials, or supplies are not in Landlord's possession within 21 calendar days after Tenant has vacated the Premises, Landlord may deduct the amount of a good faith estimate of the charges that will be incurred and provide that estimate with the itemized statement. If the reason for the estimate is because the documents from a person or entity providing services, materials, or supplies are not in Landlord's

possession, the itemized statement shall include the name, address, and telephone number of the person or entity. Within 14 calendar days of completing the repair or receiving the documentation, Landlord shall complete the return of security deposit requirements specified above.

10. **MOVE-OUT INSPECTION.** Per Ca. Civ. Code § 1950.5(f), within a reasonable time after notification of either party's intention to terminate this Agreement, or before the end of the Agreement Term, Landlord shall notify Tenant in writing of Tenant's option to request an initial inspection of the Premises. Tenant's option is as follows. No earlier than **two weeks** before the end of the Agreement Term, Tenant may request that Landlord make an initial inspection of the Premises prior to any final inspection Landlord makes after Tenant vacates. The purpose of the initial inspection is to allow Tenant an opportunity to remedy deficiencies in order to avoid deductions from Tenant's security deposit. If Tenant does not request an initial inspection, Landlord shall have no duty to provide one. If Tenant does request an initial inspection, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. Unless Tenant and Landlord agree otherwise in writing, Landlord shall give Tenant at least 48 hours' prior written notice of the date and time of the inspection. Landlord shall proceed with the inspection whether or not Tenant is present, unless Tenant withdraws the request for the initial inspection. Landlord's written notice shall include the following statement:

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Based on the inspection, Landlord shall give Tenant an itemized statement specifying repairs or cleanings that are proposed to be the basis of any deductions from the security deposit the landlord intends to make pursuant to this Agreement. Landlord shall give the statement to Tenant, if Tenant is present for the inspection, or Landlord shall leave it inside the Premises.

11. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
12. **UTILITIES.**
- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly

to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. Per Ca. Civ. Code § 1942.2, if Tenant makes a utility payment for residential electrical, gas, heat, or water service that is an obligation of the Landlord under this Agreement, then Tenant may deduct the cost of such utility payment from the rent payment.

B. Notice To Tenant When Meter Serves Area Outside Premises. Per Ca. Civ. Code § 1940.9,

- i. If Landlord does not provide separate gas and electric meters for each tenant's dwelling unit so that each tenant's meter measures only the electric or gas service to that tenant's dwelling unit and Landlord or his or her agent has knowledge that gas or electric service provided through a Tenant's meter serves an area outside Tenant's Premises, Landlord, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to Tenant and shall do either of the following:
 - a. execute a mutual written agreement with Tenant for payment by Tenant of the cost of the gas or electric service provided through the Tenant's meter to serve areas outside Tenant's Premises; or
 - b. make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through Tenant's meter to serve areas outside Tenant's Premises. These arrangements may include, but are not limited to, Landlord becoming the customer of record for Tenant's meter, or Landlord separately metering and becoming the customer of record for the area outside Tenant's Premises.
- ii. If Landlord fails to comply with subsection (i), the aggrieved Tenant may bring an action in a court of competent jurisdiction. The remedies the court may order shall include, but are not limited to, the following:
 - a. requiring Landlord to be made the customer of record with the utility for Tenant's meter.
 - b. ordering Landlord to reimburse Tenant for payments made by Tenant to the utility for service to areas outside of Tenant's Premises. Payments to be reimbursed pursuant to this paragraph shall commence from the date the obligation to disclose arose under subsection (i).
- iii. Nothing in this section limits any remedies available to a Landlord or Tenant under other provisions of this Agreement or law.

13. **SMOKING.** Smoking of any kind {Smoking} permitted in the Premises.

14. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

15. **NOTICE TO QUIT AND HOLDOVER.**

A. **Tenant's Notice And Automatic Extension.** (Per Ca. Civ. Code § 1945.5)

At least 30 days prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

{SignatureBlock_ALL_Initials}

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

- i. **Notice by Landlord.** Per Ca. Civ. Code § 1946.1, Landlord may terminate a month-to-month tenancy by providing **60 days'** written notice to Tenant. If Tenant has resided in the Premises for less than one year (or Ca. Civ. Code § 1946.1(d) applies regarding the sale of the Premises), Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant. Landlord's written notice shall include the following statement:

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

- ii. **Notice by Tenant.** Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.**

- i. If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of \${MonthlyRent}** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible

for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.

- ii. **Per Ca. Civ. Code § 1943, if Tenant continues in possession of the Premises after the expiration of the Agreement Term and Landlord accepts a rent payment from Tenant, then the Agreement Term shall be extended for one month.**

16. RENT CHANGES.

A. **Fixed Term Lease.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.

B. **Month-to-Month Rent Increases.** If the fixed term of the Agreement Term expires and this Agreement becomes a month-to-month lease, then the following shall apply, per Ca. Civ. Code § 827.

- i. Notice. Landlord may increase the rent provided in this Agreement, upon giving written notice to Tenant, as follows, by either of the following procedures:
 - a. by delivering a copy to Tenant personally, or
 - b. by serving a copy by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure (i.e., notice extended five calendar days if mailed in California, ten calendar days if mailed in the U.S. outside of California, and 20 calendar days if mailed outside of the U.S.).
- ii. Ten Percent or Less. If Landlord's proposed rent increase is 10 percent or less of the monthly rental amount charged to Tenant at any time during the 12 months prior to the effective date of the increase, either in and of itself or when combined with any other rent increases for the 12 months prior to the effective date of the increase, the notice shall be delivered at least **30 days** prior to the effective date of the increase.
- iii. Greater Than 10 Percent. For an increase in the monthly rental amount greater than 10 percent, the minimum notice period shall be **60 days**. If the notice is served by mail, the notice is subject to Section 1013 of the Code of Civil Procedure. This paragraph does not apply to an increase in rent caused by a change in Tenant's income or family composition as determined by a recertification required by statute or regulation.
- iv. Extended Notice. If a state or federal statute, state or federal regulation, recorded regulatory agreement, or contract provides for a longer period of notice regarding a rent increase than that provided in subsection (ii) or (iii), the personal service or mailing of the notice shall be in accordance with the longer period.

17. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
18. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
19. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
20. **BUILDING REQUIREMENTS.**
 - A. **Landlord's Responsibilities.** Per Ca. Civ. Code § 1941.3 and § 1941.4, Landlord shall do all of the following:
 - i. install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit;
 - ii. install and maintain operable window security or locking devices for windows that are designed to be opened;
 - iii. install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments; and
 - iv. install at least one usable telephone jack and place and maintain the inside telephone wiring in good working order according to applicable building code requirements.

Landlord, or Landlord's authorized agent, shall not be liable for a violation of this section unless Landlord fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

- B. **Tenant's Responsibilities.** Tenant shall be responsible for notifying Landlord when Tenant becomes aware of an inoperable dead bolt lock or window security or locking device in the Premises.
21. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Landlord warrants that the Premises is fit for human habitation. If any breach of the following is caused by Tenant, such defective condition shall not constitute a breach of Landlord's obligations under this section. Landlord shall comply with all applicable building and housing codes materially affecting health

and safety, and shall make repairs as necessary to keep the Premises in a fit and habitable condition. Unless otherwise provided under California law, the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics, per Ca. Civ. Code § 1941.1:

- i. effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors;
- ii. plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order;
- iii. a water supply approved under applicable law that is under the control of Tenant, capable of producing hot and cold running water, or a system that is under the control of Landlord that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law;
- iv. heating facilities that conformed with applicable law at the time of installation, maintained in good working order;
- v. electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order;
- vi. building, grounds, and appurtenances at the time of the commencement of this Agreement, and all areas under Landlord's control, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
- vii. an adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of this Agreement, with Landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under Landlord's control; or
- viii. floors, stairways, and railings maintained in good repair.

B. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Per Ca. Civ. Code § 1942.2, Tenant shall:

- i. keep the Premises clean and sanitary as the condition of the Premises permits;
- ii. dispose of all rubbish, garbage, and other waste from the Premises in a clean and sanitary manner;
- iii. properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- iv. notify Landlord immediately of any defects, maintenance

issues, or dangerous conditions of which Tenant becomes aware; and

- v. occupy the Premises as Tenant's abode, utilizing portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such occupancies.

22. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on an inspection checklist, if any.

23. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Repairs by Tenant; Rent Deduction.** If within a reasonable time after written or oral notice to Landlord or Landlord's agent, as defined in Ca. Civ. Code § 1962, of dilapidations rendering the Premises untenable which Landlord ought to repair and Landlord neglects to do so; per Ca. Civ. Code § 1942, Tenant may repair the same where the cost of such repairs does not require an expenditure more than one month's rent of the Premises and deduct the expenses of such repairs from the rent when due, or Tenant may vacate the Premises, in which case Tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the Premises. This remedy shall not be available to Tenant more than twice in any 12-month period. For the purposes of this section, if Tenant acts to repair and deduct after the 30th day following notice, he or she is presumed to have acted after a reasonable time.

C. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system. Per Ca. Civ. Code § 1941.5 and § 1941.6, Landlord shall change the locks of the Premises for Tenant if Tenant is protected by a restraining order from another person. Landlord shall change the locks upon written request of the protected Tenant no later than 24 hours after the protected Tenant gives Landlord a copy of a

court order or police report, and Landlord shall give the protected Tenant a key to the new locks.

D. Repair of Dilapidation Relating to Mold.

- i. An obligation shall not arise under Ca. Civ. Code § 1941 or § 1942 to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code until Landlord has notice of the dilapidation or if Tenant is in violation of Ca. Civ. Code 1941.2.
- ii. Landlord may enter the Premises to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code provided Landlord complies with the provisions of Ca. Civ. Code § 1954.

24. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

25. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given

to Tenant and it does not work a substantial modification of this Agreement.

26. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days.

27. **ABANDONMENT.**

A. **Damages.** If Tenant abandons the Premises before the end of the Agreement Term, Landlord may recover unpaid rent up to the time of the judgment and future rent owed under this Agreement, subject to the Landlord's duty to mitigate damages. Per Ca. Civ. Code § 1951.2(c)(1), the damages Landlord may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the Agreement Term after the time of award, or for any shorter period of time specified in this Agreement, exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.

B. **Notice By Landlord.** Per Ca. Civ. Code § 1951.3, the Premises shall be deemed abandoned by Tenant and this Agreement shall terminate if Landlord gives written notice of Landlord's belief of abandonment in compliance with the form described by Ca. Civ. Code § 1951.3 and Tenant fails to give the Landlord written notice (prior to the date of termination specified in Landlord's notice) stating that Tenant does not intend to abandon the Premises and stating an address at which Tenant may be served by certified mail in any action for unlawful detainer of the real property. Landlord may give a notice of belief of abandonment to Tenant pursuant to this section only where the rent on the property has been due and unpaid for at least **14 consecutive days** and the Landlord reasonably believes that the Tenant has abandoned the Premises. The date of termination of this Agreement shall be specified in the Landlord's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail.

C. **Form Of Notice.** Per Ca. Civ. Code § 1951.3(e), the notice of belief of abandonment shall be in substantially the following form:

Notice of Belief of Abandonment

To: _____ (Name of lessee/tenant) _____

_____ (Address of lessee/tenant) _____

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at

_____ (state location of the property by address or

other sufficient description). The rent on this property has

been due and unpaid for 14 consecutive days and the

lessor/landlord believes that you have abandoned the

property. The real property will be deemed abandoned

within the meaning of Section 1951.2 of the Civil Code and

your lease will terminate on _____ (here insert a date

not less than 15 days after this notice is served personally

or, if mailed, not less than 18 days after this notice is

deposited in the mail) unless before that date the lessor/landlord receives at the address indicated below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property.*
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.*

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

Dated: _____ (Signature of lessor/landlord)
(Type or print name of lessor/landlord)
(Address to which lessee/tenant is to send notice)

- D. **Continuation Of Lease.** Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations).

28. **PERSONAL PROPERTY.**

A. **Abandoned Personal Property.**

- i. Notice. Per Ca. Civ. Code § 1983, where personal property remains on the Premises after a tenancy has terminated and Tenant has vacated the Premises, Landlord shall give written notice to Tenant and to any other person Landlord reasonably believes to be the owner of the property. If the property consists of records, Tenant shall be presumed to be the owner of the records. The notice (see forms provided in Ca. Civ. Code §§ 1984-5) shall describe the property in a manner reasonably adequate to permit the owner of the property to identify it. The notice may describe all or a portion of the property and advise the person to be notified that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The date specified in the notice shall be a date not less than 15 days after the notice is personally delivered or, if mailed, not less than 18 days after the notice is deposited in the mail. The notice shall be personally delivered to the person to be notified or sent by first-class mail, postage prepaid, to the person to be notified at Tenant's last known address and, if there is reason to believe that the notice sent to that address will not be received by that person, also to any other address known to Landlord where the person may reasonably be expected to receive the notice. If the notice is sent by mail, one copy shall be sent to the Premises vacated by Tenant. If Tenant provided Landlord with Tenant's email address, Landlord may also send the notice by email.
- ii. Storage. Per Ca. Civ. Code § 1986, the personal property described in the notice shall either be left on the vacated Premises or be stored by Landlord in a place of safekeeping

until Landlord either releases the property pursuant to subsection (iii) below or disposes of the property pursuant to subsection (iv) below. Landlord shall exercise reasonable care in storing the property, but Landlord is not liable to Tenant or any other owner for any loss not caused by Landlord's deliberate or negligent act.

- iii. Release. Per Ca. Civ. Code § 1987, the personal property described in the notice shall be released by Landlord to the former Tenant or, at Landlord's option, to any person reasonably believed by Landlord to be its owner if Tenant or other person pays the reasonable cost of storage and takes possession of the property not later than the date specified in the notice for taking possession. Where personal property is not released and the notice stated that the personal property would be sold at a public sale, Landlord shall release the personal property to the former Tenant if he or she claims it prior to the time it is sold and pays the reasonable cost of storage, advertising, and sale incurred prior to the time the property is withdrawn from sale. Notwithstanding, Landlord shall release the personal property described in the notice to the former Tenant and shall not require the former Tenant to pay the cost of storage if the property remained in the Premises and the former Tenant or other person reasonably believed by the Landlord to be its owner reclaims the property within two days of vacating the Premises.
- iv. Sale. Per Ca. Civ. Code § 1988, if the personal property described in the notice is not released pursuant to subsection (iii) above, it shall be sold at public sale by competitive bidding. However, if Landlord reasonably believes that the total resale value of the property not released is less than seven hundred dollars (\$700), Landlord may retain the property for Landlord's own use or dispose of it in any manner. Nothing in this subsection shall be construed to preclude Landlord or Tenant from bidding on the property at the public sale. Notice of the time and place of the public sale shall be given by publication pursuant to Cal.Gov.Code §6066 in a newspaper of general circulation published in the county where the sale is to be held once a week for two consecutive weeks. The last publication shall be not less than five days before the sale is to be held. The notice of the sale shall not be published before the last of the dates specified for taking possession of the property in any notice given pursuant to Ca. Civ. Code § 1983. The notice of the sale shall describe the property to be sold in a manner reasonably adequate to permit the owner of the property to identify it. The notice may describe all or a portion of the property, but the limitation of liability provided by Ca. Civ. Code § 1989 does not protect Landlord from any liability arising from the disposition of property not described in the notice, except that a trunk, valise, box, or other container which is locked,

fastened, or tied in a manner which deters immediate access to its contents may be described as such without describing its contents. After deduction of the costs of storage, advertising, and sale, any balance of the proceeds of the sale which is not claimed by the former Tenant or an owner other than such Tenant shall be paid into the treasury of the county in which the sale took place not later than 30 days after the date of sale. The former Tenant or other owner may claim the balance within one year from the date of payment to the county by making application to the county treasurer or other official designated by the county. If the county pays the balance or any part thereof to a claimant, neither the county nor any officer or employee thereof is liable to any other claimant as to the amount paid.

B. Surrender of Personal Property From Eviction Or Foreclosure.

Per Ca. Civ. Code § 1965, Landlord shall not refuse to surrender to Tenant any personal property not owned by the Landlord which has been left on the Premises after Tenant has vacated the Premises and the return of which has been requested by Tenant if all of the following occur:

- i. Tenant requests, in writing, within 18 days of vacating the Premises, the surrender of the personal property and the request includes a description of the personal property held by Landlord and specifies the mailing address of Tenant;
- ii. Landlord or Landlord's agent has control or possession of Tenant's personal property at the time the request is received;
- iii. Tenant, prior to the surrender of the personal property by the Landlord and upon written demand by the Landlord, tenders payment of all reasonable costs associated with the Landlord's removal and storage of the personal property. Landlord's demand for payment of reasonable costs associated with the removal and storage of personal property shall be in writing and shall either be mailed to the Tenant at the address provided by Tenant pursuant to subsection (i) above or shall be personally presented to Tenant, within five days after the actual receipt of the Tenant's request for surrender of the personal property, unless the property is returned first. The demand shall itemize all charges, specifying the nature and amount of each item of cost; and
- iv. Tenant agrees to claim and remove the personal property at a reasonable time mutually agreed upon by Landlord and Tenant but not later than 72 hours after the tender provided for under subsection (iii) above.

“Reasonable costs associated with the landlord's removal and storage of the personal property” shall include, but not be limited to reasonable costs actually incurred, or the reasonable value of labor actually provided, or both, in removing the personal property from its original

location to the place of storage, including disassembly and transportation; and reasonable storage costs actually incurred, which shall not exceed the fair rental value of the space reasonably required for the storage of the personal property.

29. **PERSONAL AGRICULTURE.** Per Ca. Civ. Code § 1940.10:

A. **Definitions.** For the purposes of this section, the following definitions shall apply:

- i. "Private area" means an outdoor backyard area that is on the ground level of the Premises;
- ii. "Personal agriculture" means a use of land where an individual cultivates edible plant crops for personal use or donation; and
- iii. "Plant crop" means any crop in its raw or natural state, which comes from a plant that will bear edible fruits or vegetables. **It shall not include marijuana or any unlawful crops or substances.**

B. Landlord shall permit Tenant to participate in personal agriculture in portable containers approved by Landlord in Tenant's private area if the following conditions are met:

- i. Tenant regularly removes any dead plant material and weeds, with the exception of straw, mulch, compost, and any other organic materials intended to encourage vegetation and retention of moisture in soil, unless Landlord and Tenant have a preexisting or separate agreement regarding garden maintenance where Tenant is not responsible for removing or maintaining plant crop and weeds;
- ii. The plant crop will not interfere with the maintenance of the rental property;
- iii. The placement of the portable containers does not interfere with any tenant's parking spot; and
- iv. The placement and location of the portable containers may be determined by Landlord. The portable containers may not create a health and safety hazard, block doorways, or interfere with walkways or utility services or equipment.

C. The cultivation of plant crops on the Premises other than that which is contained in portable containers shall be subject to approval from Landlord.

D. Landlord may prohibit the use of synthetic chemical herbicides, pesticides, fungicides, rodenticides, insecticides, or any other synthetic chemical product commonly used in the growing of plant crops.

E. Landlord may require Tenant to enter into a written agreement regarding the payment of any excess water and waste collection bills arising from Tenant's personal agriculture activities.

F. Subject to the notice required by this Agreement or Ca. Civ. Code §

1954, Landlord has a right to periodically inspect any area where Tenant is engaging in personal agriculture to ensure compliance with this section.

- G. This section shall only apply to residential real property that is improved with, or consisting of, a building containing not more than two units that are intended for human habitation.

30. **ELECTRICAL VEHICLE CHARGING STATION.** Per Ca. Civ. Code § 1947.6:

- A. For any lease executed, extended, or renewed on and after July 1, 2015, Landlord shall approve a written request of Tenant to install an electric vehicle charging station at a parking space allotted for Tenant that meets the requirements of this section and complies with the Landlord's procedural approval process for modification to the property.
- B. This section **does not apply** to residential rental properties where:
- i. electric vehicle charging stations already exist for lessees in a ratio that is equal to or greater than 10 percent of the designated parking spaces;
 - ii. parking is not provided as part of the lease agreement;
 - iii. there are fewer than five parking spaces;
 - iv. the Premises is subject to a residential rent control ordinance. This paragraph shall not apply to a lease executed, extended, or renewed on and after January 1, 2019; or
 - v. the Premises is subject to both a residential rent control ordinance and an ordinance, adopted on or before January 1, 2018, that requires Landlord to approve Tenant' written request to install an electric vehicle charging station at a parking space allotted to Tenant.
- C. For purposes of this section, "electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- D. Landlord shall not be obligated to provide an additional parking space to Tenant in order to accommodate an electric vehicle charging station.
- E. If the electric vehicle charging station has the effect of providing Tenant with a reserved parking space, Landlord may charge a monthly rental amount for that parking space.
- F. An electric vehicle charging station and all modifications and improvements to the property shall comply with federal, state, and local law, and all applicable zoning requirements, land use requirements, and covenants, conditions, and restrictions.

- G. Tenant's written request to make a modification to the property in order to install and use an electric vehicle charging station shall include, but is not limited to, Tenant's consent to enter into a written agreement that includes, but is not limited to, the following:
- i. compliance with the Landlord's requirements for the installation, use, maintenance, and removal of the charging station and installation, use, and maintenance of the infrastructure for the charging station;
 - ii. compliance with the Landlord's requirements for Tenant to provide a complete financial analysis and scope of work regarding the installation of the charging station and its infrastructure;
 - iii. a written description of how, when, and where the modifications and improvements to the property are proposed to be made consistent with those items specified in the "Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research;
 - iv. obligation of Tenant to pay Landlord all costs associated with the Landlord's installation of the charging station and its infrastructure prior to any modification or improvement being made to the Premises. The costs associated with modifications and improvements shall include, but are not limited to, the cost of permits, supervision, construction, and, solely if required by the contractor, consistent with its past performance of work for the Landlord, performance bonds;
 - v. obligation of Tenant to pay as part of rent for the costs associated with the electrical usage of the charging station, and cost for damage, maintenance, repair, removal, and replacement of the charging station, and modifications or improvements made to the property associated with the charging station; and
 - vi. Tenant and each successor Tenant shall obtain personal liability coverage, as described in Section 108 of the Insurance Code, in an amount not to exceed 10 times the annual rent charged for the Premises, covering property damage and personal injury proximately caused by the installation or operation of the electric vehicle charging station. The policy shall be maintained in full force and effect from the time of installation of the electric vehicle charging station until the electric vehicle charging station is removed or Tenant forfeits possession of the Premises to Landlord. Notwithstanding, no insurance shall be required of Tenant installing an electric vehicle charging station if both of the following are satisfied:
 - a. The electric vehicle charging station has been certified by a Nationally Recognized Testing Laboratory that is approved by the Occupational Safety and Health

Administration of the United States Department of Labor.

- b. The electric vehicle charging station and any associated alterations to the Premises' electrical system are performed by a licensed electrician.

31. **TENANT'S OBLIGATION TO DELIVER CERTAIN NOTICES TO**

LANDLORD. Per Ca. Civ. Code § 1949, if Tenant receives notice of any proceeding to recover the real property occupied by Tenant, or the possession of the real property, Tenant shall immediately inform Landlord of the proceeding, and also deliver to Landlord the notice, if in writing, and Tenant is responsible to Landlord for all damages which Landlord may sustain by reason of any omission to inform Landlord of the notice, or to deliver it to Landlord if in writing.

32. **PEST CONTROL.**

A. **Pest Control By A Registered Structural Pest Control Company.**

Per Ca. Civ. Code § 1940.8, Landlord shall provide Tenant with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed.

B. **Pest Control By Landlord.** Landlord shall comply with the notice requirements of Ca. Civ. Code § 1940.8.5.

33. **POSTING OR DISPLAYING POLITICAL SIGNS BY TENANT.**

A. Per Ca. Civ. Code § 1940.4, Landlord shall not prohibit Tenant from posting or displaying political signs relating to any of the following:

- i. an election or legislative vote, including an election of a candidate to public office;
- ii. the initiative, referendum, or recall process; or
- iii. issues that are before a public commission, public board, or elected local body for a vote.

B. Political signs may be posted or displayed in the window or on the door of the premises leased by tenant in a multifamily dwelling, or from the yard, window, door, balcony, or outside wall of the premises leased by a tenant of a single-family dwelling.

C. Landlord may prohibit a tenant from posting or displaying political signs in the following circumstances:

- i. the political sign is more than six square feet in size;
- ii. the posting or displaying would violate a local, state, or federal law; or
- iii. the posting or displaying would violate a lawful provision in a common interest development governing a document that satisfies the criteria of Section 1353.6.

D. Tenant shall post and remove political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises

are located. Tenant shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, Landlord may establish a reasonable time period for the posting and removal of political signs. A reasonable time period for this purpose shall begin at least 90 days prior to the date of the election or vote to which the sign relates and end at least 15 days following the date of the election or vote.

E. Notwithstanding any other provision of law, any changes in the terms of a tenancy that are made to implement the provisions of this section and are noticed pursuant to Section 827 shall not be deemed to cause a diminution in housing services, and may be enforced in accordance with Section 1161 of the Code of Civil Procedure.

34. **MEGAN'S LAW.** Notice: Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the 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.

35. **DISPLAY OF RELIGIOUS ITEMS.** Per Ca. Civ. Code § 1940.45 and except as otherwise provided by law, Landlord shall not enforce or adopt a restrictive covenant or any other restriction that prohibits one or more religious items from being displayed or affixed on any entry door or entry door frame of a dwelling. To the extent permitted by Article 1, Section 4, of the California Constitution and the First Amendment to the United States Constitution, this section does not prohibit the enforcement or adoption of a restrictive covenant or other restriction prohibiting the display or affixing of a religious item on any entry door or entry door frame to a dwelling that:

A. threatens the public health or safety;

B. hinders the opening or closing of any entry door;

C. violates any federal, state, or local law;

D. contains graphics, language or any display that is obscene or otherwise illegal; or

E. individually or in combination with any other religious item displayed or affixed on any entry door or door frame that has a total size greater than 36 by 12 square inches, provided it does not exceed the size of the door.

36. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Ca. Civ. Code § 1954:

A. **Entry.** Landlord may enter the Premises only in the following cases:

i. in case of emergency;

ii. to make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or

exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; or to make an inspection pursuant to subdivision (f) of Ca. Civ. Code § 1950.5;

- iii. when Tenant has abandoned or surrendered the Premises;
- iv. pursuant to court order;
- v. for the purposes set forth in Ca. Civ. Code § 1954.201 et seq;
or
- vi. to comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

B. Emergency or Abandonment. Except in cases of emergency or when Tenant has abandoned or surrendered the Premises, entry may not be made during other than normal business hours unless Tenant consents to an entry during other than normal business hours at the time of entry.

C. Harassment. Landlord may not abuse the right of access or use it to harass Tenant.

D. Notice Requirement.

- i. Required Notice. Except as provided in subsection (E) below, or as provided in paragraphs (ii) or (iii) of this subsection, Landlord shall give Tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to Tenant, left with someone of a suitable age and discretion at the Premises, or, left on, near, or under the usual entry door of the Premises in a manner in which a reasonable person would discover the notice. **Twenty-four hours** shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to Tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
- ii. Prospective Purchaser. If the purpose of the entry is to exhibit the Premises to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if Landlord or his or her agent has notified Tenant in writing within 120 days of the oral notice that the property is for sale and that Landlord or agent may contact Tenant orally for the purpose described above. **Twenty-four hours** is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, Landlord or agent shall leave written evidence of the entry inside the unit.
- iii. Oral Agreement. Tenant and Landlord may agree orally to an

entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, Landlord is not required to provide Tenant a written notice.

E. **When Notice Is Not Required.** No notice of entry is required:

- i. to respond to an emergency;
- ii. if Tenant is present and consents to the entry at the time of entry; or
- iii. after Tenant has abandoned or surrendered the Premises;

37. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

38. **ASSIGNMENT, SUBLETTING, AND RELEASE.** Per Ca. Civ. Code § 1951.4(b)(3), **with the prior written consent of Landlord**, Tenant may sublet any part of the Premises or assign this Agreement, and Landlord's consent shall not be unreasonably withheld. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

39. **GROUND FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application; or
- iii. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord breaches the warranty of habitability described in this Agreement above;
- iii. Tenant, a household member, or an immediate family member was the victim of an act that constitutes any of the following per

Ca. Civ. Code § 1946.7:

- a. domestic violence as defined in Section 6211 of the Family Code,
- b. sexual assault as defined in Section 261, 261.5, 262, 286, 287, or 289 of the Penal Code,
- c. stalking as defined in Section 1708.7
- d. human trafficking as defined in Section 236.1 of the Penal Code,
- e. abuse of an elder or a dependent adult as defined in Section 15610.07 of the Welfare and Institutions Code,
- f. a crime that caused bodily injury or death,
- g. a crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument,
- h. a crime that included the use of force against the victim or a threat of force against the victim.

or

iv. otherwise provided by law.

40. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
41. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
42. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
43. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
44. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below.

- A. **To Tenant.** Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered by Landlord to Tenant as follows or by sending a copy by certified or registered mail:
- i. by delivering a copy to Tenant personally;
 - ii. if Tenant is absent from Tenant's place of residence, and from Tenant's usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to Tenant at Tenant's place of residence; or
 - iii. if such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on Premises, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to Tenant at the Premises.

- B. **To Landlord.** Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered by Tenant to Landlord personally or by sending a copy by certified or registered mail as follows:
To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

45. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
46. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
47. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
48. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
49. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
50. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
51. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide an executed copy of this Agreement to Tenant within 15 days after its execution.

Notice per Ca. Civ. Code § 1945.5: Section 15(A) of this Agreement contains an automatic renewal or extension if Tenant remains in possession after the expiration of the Agreement Term or if Tenant fails to give notice of Tenant's intent not to renew or extend before the expiration of the Agreement Term.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}