

MONTH-TO-MONTH RENTAL AGREEMENT

CAUTION: This is a legally binding agreement. READ IT CAREFULLY. It is intended to help promote harmony by clarifying the rights, duties, and responsibilities of property owners, managers, and renters. Additions and/or deletions may be made by having all parties initial each change; however, **it cannot be changed into a lease.**

Verbal agreements often lead to misunderstanding and confusion. MAKE SURE THAT ALL AGREEMENTS ARE MADE IN WRITING.

Both the Owner/Agent and the Renter(s) agree to fulfill the conditions listed below:

This Agreement is a Month-to Month Rental Agreement and shall begin (date) _____

The OWNER/AGENT is: _____

The RENTER(S) is/are: _____

ADDRESS of the RENTAL _____

1. RENT

Rent shall be \$_____ per month, payable in advance on the _____ day of each month. Rent includes the following: (check each item included)

- | | |
|-----------------------|----------------|
| _____ Gas | _____ Garbage |
| _____ Electric | _____ Water |
| _____ Dishwasher | _____ Range |
| _____ Refrigerator | _____ Washer |
| _____ Furnishings | _____ Dryer |
| _____ Cable TV | _____ Internet |
| _____ Other (Specify) | _____ Parking |

The Renter(s) will pay rent at the following address:

2. FAILURE TO PAY RENT

If rent is not paid within five (5) days after due date, the Renter agrees to pay a charge of \$ _____ (not more than one day's rent) for late rent and/or each dishonored bank check, unless waived by written agreement. If the Renter is unable to pay rent when due, the Owner has the legal right to serve notice to pay rent or vacate within three (3) days, as provided by California Code of Civil Procedures Section 1161.

3. OCCUPANCY AND SUBLETTING

A) The rental is for the residential use of the signers of this Agreement and is limited to _____ (#) occupants.

B) The Renter(s) will not sublet, assign, share or rent space, or maintain guests beyond _____ days

a month without the prior written consent of the Owner.

C) This Agreement is between the Owner/Agent and each renter individually. IN THE EVENT OF DEFAULT BY ANY ONE SIGNER, EACH AND EVERY REMAINING SIGNER SHALL BE RESPONSIBLE FOR ALL PROVISIONS OF THIS AGREEMENT.

4. PERMITTED ITEMS

Renter(s) may have the following items on the property:

Animals _____

Vehicles _____

Other _____

All vehicles are to be parked in the following designated areas:

5. DEPOSITS

A) The Renter shall pay the Owner/Agent the following refundable security deposit:

\$ _____ which shall not exceed two months rent for unfurnished property and three months rent for furnished.

1. When the Renter moves out the Owner may use the deposit solely for the purpose of:

i. Repairing damages for which the Renter is responsible,

ii. Cleaning beyond normal wear and tear,

iii. Paying due and unpaid rent and/or utilities

INTEREST:

B) The Owner shall pay the tenant interest on all security deposits, usually paid 21 days after tenant vacates (annual rate, simple interest.) This is mandatory in all areas of Santa Cruz County, with the exception of Scotts Valley.

C) The Owner and the Renter shall conduct a pre-move out inspection of the rental BEFORE the Renter moves out at which time the Owner shall inform the Renter of needed cleaning and/or repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his or her expense before the move out date without deduction from the security deposit. Within 21 days after the Tenant moves out, the Owner shall return the deposit to the Renter with accrued interest, less any deductions the owner is entitled to under this agreement. If any deductions are made, the owner shall provide the Renter with a written itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from the deposit.

Renters with pets shall pay the Owner an additional refundable pet deposit of:

\$_____.

Total deposit may not exceed legal limit.

No deposit may be charged for any pet which is a service animal necessary for the management or treatment of a disability.

6. MAINTENANCE OF THE RENTAL PROPERTY

A) COST

The cost of repairing or replacing items damaged beyond wear and tear will be paid by the Owner/Agent unless the Renter willfully or through lack of due care caused or permitted the damage.

B) OWNER'S/AGENT'S DUTIES

The Owner shall keep the rental property tenantable, safe, sanitary and in compliance with all state and local housing, building, and health requirements applicable to the rental property; shall have all required inspections and certifications, if any, made; shall maintain the mechanical equipment and utilities in good operating condition; and shall maintain the following in good repair and clean condition:

1. Effective waterproofing and weather protection of room and exterior walls including windows and doors;
2. Plumbing fixtures and gas facilities;
3. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
4. Adequate heating facilities;
5. Electrical lighting;

6. Clean and sanitary building, grounds and appurtenances, free from all accumulations of debris, filth, rubbish, garbage, and infestation by rats, rodents, and vermin at the commencement of the rental agreement;
7. An adequate number of appropriate receptacles for garbage and rubbish;
8. Floors, stairways and railings;
9. Smoke detectors and carbon-monoxide detectors.

The Owner/Agent further agrees to maintain peace and quiet in those areas of the building(s) not subject to the Renter's control.

C) RENTER'S DUTIES

Renter(s) agree to:

1. Keep the premises as clean and sanitary as the condition of the premises permits;
2. Regularly dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;
3. Properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits;
4. Not, nor permit anyone on the premises within her/his control to, willfully or wantonly destroy, deface, damage, impair, alter, or remove any part of the structure, facilities, or equipment;
5. Leave the rental in the same condition as when possession was given to her/him, reasonable use, wear, and damage beyond the control of the Renter(s) excepted; and
6. Not to cause or allow unnecessary noise especially during the quiet times under the city or county noise and/or "party" ordinance(s) (10:00 p.m. to 8:00 a.m.).

D) ADDITIONAL DUTIES

The maintenance of the following additional items shall be the responsibility of the Renter(s):

E) DESTRUCTION OF THE RENTAL

If, beyond the control of either party, the rental becomes partially or totally destroyed during the term of this Agreement, either party may thereupon terminate this agreement upon reasonable notice.

F) PRIVACY

As required by law, the landlord/principal tenant may enter only for the following reasons: (a) in case of an emergency; (b) to make necessary or agreed upon repairs, decorations, or improvements, supply necessary or agreed-upon services, or exhibit the

dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; (c) when the tenant has abandoned or surrendered the premises; or (d) pursuant to court order. The landlord must give the tenant written twenty-four (24) hours notice of intent to enter and may enter only during normal business hours, excepting by necessity, cases (a) and (c) above.

G) RETALIATION RESTRICTIONS

The Renter has the right to request repairs from the Landlord without fear of retaliation and, in appropriate circumstances, to withhold rent.

In compliance with the law, the Owner/Agent may not threaten to or actually reduce or terminate any services to the Renter, raise the rent, or evict the Renter if the Owner/Agent's purpose is retaliation against the Renter for seeking the following remedies:

1. Repair and Deduct:

The Renter shall give a dated written notice (duplicated) to the Owner/Agent to repair or correct defects which are the Owner/Agent's responsibility as listed in subparagraph (B) above. After a reasonable time (generally 30 days), if the Renter has fulfilled her/his duties under the law, s/he may repair uncorrected defects or have them repaired and deduct the cost of repair from her/his next month's rent. Repairs must be made in a competent manner at reasonable cost. This remedy cannot be used more than twice in a 12 month period and cannot exceed one month's rent for each, as provided by California Civil Code Section 1942.

2. Reporting Code Violations:

The Renter may report housing, building, or health and safety code violations to the City or County Building Inspection Department, the County Environmental Health Department, and/or other governmental authorities.

3. Tenant Organizing:

The Tenant has the right to organize other tenants, or participate in an organization advocating tenants' rights.

7. NOTICES

Notices and requests shall be made IN WRITING and given to the Owner/Agent at the Owner/Agent's address, or place designated by Owner/Agent, and to the Renter at the rental property.

RENT NOTICES

The Renter shall be given written notice of rent changes or changes in the terms of the tenancy not less than thirty (30) days in advance of the day the rent is due. Some notices require 60 days advance notice.

VACATE NOTICES

Both Renter and Owner/Agent shall give thirty (30) days written notice in the event that the rental is to be vacated. In the event that the tenant has occupied the rental for more than one year, owner/agent shall give the tenant no less than 60 days written notice to terminate the tenancy. This notice period may be lengthened or shortened by written agreement. (Less than 7 days notice to vacate is prohibited by California Civil Code Section 1946.)

OTHER CHANGES

The Owner/Agent shall give written notice within ten (10) days of any change in managers, agents for receipt of rent, and owner (or agents authorized to act for the owner). Such notices shall include the names, addresses, and phone numbers of such persons.

RESPONSIBILITY

Owner/Agent's fire and extended coverage insurance covers the building only. It is suggested that Renter carry a standard renter's insurance policy to cover personal property.

8. DISPUTES AND REMEDIES

If a dispute occurs relating to the rental of this property, either the Owner/Agent or the Renter may seek mediation before filing Small Claims or other civil action. The prevailing party may recover her/his reasonable costs and attorney's fees incurred in a legal action to enforce or interpret the provisions of this agreement or to recover possession of the rental property.

9. CONDITION OF RENTAL PROPERTY CHECKLIST

The Condition of Rental Property Checklist is used to avoid disagreements over the condition of the rental. It is designed to protect equally the Owner/Agent and the Renter from being held responsible for damages they did not cause, and to minimize disputes over the return of deposits (See Checklist for instructions). The Condition of Property Checklist is available online at <http://housing.ucsc.edu/cro/pdf/condition-checklist.pdf>.

The Owner/Agent specifically agrees to complete the following repairs or improvements by the following dates:

Repair or Improvement	Date
_____	_____
_____	_____
_____	_____

ADDITIONAL AGREEMENTS

Megan's Law

Notice: Pursuant To Section 290.46 of the 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.

Lead-Based Paint Disclosure

_____ Tenant(s) acknowledge(s) receipt of "Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards" from landlord/agent. (Required for homes built before 1978.) Available online at http://www.epa.gov/lead/pubs/lesr_eng.pdf

_____ Tenant(s) acknowledge(s) receipt of the pamphlet *Protect Your Family from Lead in Your Home*. (Required for homes built before 1978.) Landlords may call 1-800-424-LEAD or go to <http://www.epa.gov/lead/pubs/leadpdf.pdf> to obtain a copy of the pamphlet.

CAUTION: THIS IS A LEGALLY BINDING AGREEMENT; MAKE SURE YOU UNDERSTAND ALL OF ITS PROVISIONS.

If you do not, talk it over with the other signers of this Agreement and/or seek advice from CRLA listed below.

The signing of this agreement acknowledges the Owner's receipt of \$ _____ from the Renter for:

\$ _____ last month's rent \$ _____ security deposit \$ _____ first month's rent

Both the Owner/Agent and the Renter receive a copy of this Agreement. This Agreement is entered into this _____ day of _____ and will be effective the _____ day of _____

Owner (print)

Renter (print)

Owner's Signature

Renter's Signature

Owner's Agent (print)

Renter (print)

Owner's Agent Signature

Renter's Signature

Renter (print)

Renter (print)

Renter's Signature

Renter's Signature

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1156 High Street
104 Hahn Student Services
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California Rural Legal Assistance
501 D Soquel Drive
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