



# California Room Rental Agreement

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This Contract (hereby known as the "Lease Agreement") dated \_\_\_\_\_, is by and between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant").

The Landlord and Tenant (collectively known as the "Parties") agree as follows:

## 1. Lease Description

The Landlord shall rent the room at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, California, \_\_\_\_\_ (the "Property"), to the Tenant.

## 2. Occupants

The Tenant shall use the Property for single-family use only and only the Tenant's immediate family members are allowed to live in the Property. Should there be more occupants other than the Tenant's immediate family members, the Tenant shall be required to secure a prior written consent from the Landlord.

### 3. Term of the Agreement

The Tenant shall live in the Property;

\_\_ for the period set forth in the Rental Agreement with the landlord, beginning on \_\_\_\_\_  
and ending on \_\_\_\_\_.

\_\_ on a month-to month basis.

### 4. Rent Amount

The total monthly rent for the Apartment is \$\_\_\_\_\_. Each Tenant will pay the following amount(s):

Rent shall be payable on the \_\_\_\_\_ day of each month directly to the Landlord. The Roommates understand that they are jointly and severally liable for the full amount of the rent, which means that each roommate is responsible to the landlord for the full amount of the Apartment's rent if the other roommates fail to pay their share.

### 5. Rent Payment

The Tenant shall pay the Rent on or before the \_\_\_\_\_ of every month to the Landlord via \_\_\_\_\_.

### 6. Deposit

The Tenant shall pay a 1-month rent equivalent amount to the Landlord as security deposit (the "Deposit") upon execution of this Lease Agreement. The Tenant shall not use the Deposit to pay rent.

The Landlord shall return any remaining Deposit to the Tenant at the end of his Tenancy Agreement within the period of \_\_\_\_\_ days. Any delay in the return of the return deposit not caused by the Landlord shall not bear any liability upon the latter.

The Landlord shall make deductions from the Deposit for any of the following:

1. Financial losses by the Landlord as a result of the breach of this Lease Agreement;
2. Tenant defaults on rent payment;
3. Negligent cause of damage in excess of normal wear and tear, such as those mentioned in the "Damage to Property" clause.

## **7. Rent Payment Increase**

The Landlord may increase the Rent for the Property upon providing to the Tenant at least 30-days prior notice as required by the laws of the State, unless the Parties specify a different notice period.

## **8. Damage to Property**

The Tenant is responsible for any damage by the Tenant or visitors due to improper or excessive use of the property such as walls, toilet and sink, doors, windows, mirrors or light fixtures, burns, stains, carpet damage, including damage caused by pets, among others.

In such case, the Landlord shall invoice the tenant and/or make deductions from the Deposit for the cost of the damage. The Tenant shall pay the invoice promptly or replenish the deducted amount from the Deposit.

## **9. Furniture**

The Property shall have the following furniture and fixtures available for Tenant's use:

The Tenant shall be responsible in maintaining the furnishings in the best possible condition as how it was provided. However, the Landlord likewise understands that the said furnishings provided shall go through the normal wear and tear to the continued use of the said furnishings.

## 10. Household Rules

### Smoking:

Allowed       Not Allowed

### Pets:

Allowed       Not Allowed

### Overnight Guests:

Allowed       Not Allowed

### Mold and Moisture:

The Tenant shall notify the Landlord as soon as possible for any significant moisture accumulation or appearance of molds in the Property.

### Noise and Nuisance:

The Tenant shall not make or permit any noise or nuisance that disturbs or injurious to the comfort of other tenants in the premises.

### Signage and Posters:

The Tenant shall not place any signs or posters on or near the Property without the prior written consent of the Landlord, except those which is an exercise of Tenant's political right and which does not constitute damage to the Property.

### Access to Walkways:

Tenant shall keep the walkways and stairs within the premises free from any obstruction making the flow of passage difficult or impossible. The walkways, passages and stairs around the Property shall not be used in any way other than to access the Property.

**Prohibited Activities:**

The Tenant shall not perform any activity in the Leased Property that shall risk or may concern hazardous or which may significantly increase the use of any utility on the Property or might impose any increased security risk on the Property.

**Hazardous Materials:**

No Hazardous Materials which may be considered dangerous, flammable, or explosive, shall be stored, used, transported or disposed of by the Tenant on the Leased Premises.

**11. Utilities**

The Tenant shall have the sole responsibility in payment of the utilities for the use of the Property. The utility bills shall be divided equally between the number of tenants.

**12. Property Improvements**

The Tenant shall require prior written consent from the Landlord that might affect the Landlord's original setup, arrangement, configuration, format, or layout before proceeding on the improvements intended or planned by the Tenant.

**13. Damages****Notification of Damage:**

Should there be any damage that may significantly affect the normal use of the Property or any damage to furnishings in said property, the Tenant shall promptly notify the Landlord.

**Untenantable Damages:**

Should any part of the Property is damaged and unfit for occupancy which damage is not due to negligence or willful act of the the Tenant or the Tenant's family, guests, or occupants ("Tenant's Visitors"), the Landlord will promptly repair that damage and the Tenant will receive an abatement of Rent while the Property is untenable.

### **Termination Caused by Untenantable Damages:**

If any part of the Property is damaged other than by the Tenant's negligent or willful act or that of the Tenant's Visitors and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving the appropriate notice.

## **14. Repairs and Maintenance**

### **Repairs by Landlord:**

The Landlord shall repair all damage to structural parts of the Property that will cost more than \$500 per incident and was not caused by the Tenant or the Tenant's Visitors.

### **Tenant's Maintenance:**

The Tenant shall, at its sole expense, maintain the Property and its fixtures in good and tenantable condition.

## **15. Abandonment and Abandoned Property**

The Tenant will be considered to have abandoned the Property in case the Tenant fails to use the Property for at least 30 consecutive days without consent or knowledge of the Landlord.

Should the Tenant be considered to have abandoned the Property, Tenant likewise impliedly declares authorization to the Landlord allowing the latter to enter the Property as Tenant's agent to rent the Property, for the whole, or any part, of the then unexpired Term of this Lease Agreement.

Should the Tenant abandon the Property, any personal property found in the premises to have been owned by the Tenant shall be considered to have been abandoned the same, and the Landlord may dispose of all such personal property in any manner that the Landlord considers appropriate without any liability to the Tenant.

## 16. Miscellaneous

### Notices to Landlord:

The Tenant may contact or serve the Landlord written notices at \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, California, \_\_\_\_\_.

### Legal Fees:

Should any dispute arise to legal proceeding as to any matters relating to this Lease Agreement, the aggrieved party shall be paid damages, other than the actual cost of damages such as, but not limited to Attorney's fees.

### Governing Law:

The laws of the State of California govern all matters arising out of this Lease and the courts of the State of California have exclusive jurisdiction over those matters.

### Incorporated by Act:

Should the Law require certain provisions to this Agreement which, however, is not found in this Lease Agreement, the missing provisions are deemed incorporated into this Lease Agreement.

### Severability:

Should there be conflict between any provision of this Lease Agreement and the applicable laws of the State of California (the "Law"), the provision shall be held invalid and the remaining provisions in compliance with the Law shall prevail.

### Assignment:

The Tenant shall not assign this Lease. The Tenant shall not sublet any part of the Property or grant any concession or license to use any part of the Property.

### Modifications:

Should the parties agree to any amendment or modification of this Lease Agreement, the said amendment or modification shall be made in writing and signed by the Parties, or their authorized representative.

### Currency:

The currency set forth and all monetary amounts referred to herein this Lease Agreement are in the United States Dollar.

**Non-Waiver:**

The failure of the Landlord to insist upon the strict compliance of the performance of any of the terms, conditions, and covenants hereof shall not be deemed as relinquishment or waiver of any rights or remedy that the Landlord may have, nor shall it be construed as waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained. No waiver shall have been deemed waived by the parties unless expressed in writing and duly signed by the waiving party.

**Joint and Several Liability:**

Should there be more than one party undersigned for the Tenant in this Lease Agreement and that the Tenant(s) result to failure on the performance of their duties found herein, the Landlord may elect to recover from any of the Tenants undersigned for any loss or damages due to the Tenant's act or omission, and the Landlord may bring one or more separate actions against any one or more individual Tenant regarding any such liability.

**Entire Agreement:**

Except as provided in this Lease Agreement, all herein constitutes the consented and agreed covenants and provisions by the parties. Any prior understanding or representation not set forth herein shall not bind either of the Parties.

**Indemnification:**

To the maximum extent permitted by applicable law, the Tenant shall indemnify the Landlord from all liabilities or proceedings that the Landlord becomes liable for due to the breach of any provision of this Lease, or any other action, by the Tenant or the Tenant's Visitors. Such indemnification survives the termination of this Lease.

The parties herein agree and sign this Lease agreement on \_\_\_\_\_.

**Landlord****Tenant**

# Asbestos Disclosure

The Landlord CERTIFIES THAT:

The subject room lease agreement dated \_\_\_\_\_, between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant"), is located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, California, \_\_\_\_\_, (hereinafter referred to as the "Property");

The Landlord has made thorough inspections and affirms that there is no asbestos on or about the Property.

The Landlord has no records or reports of complaints or concerns with respect to evidence of asbestos within or around the Property.

The Tenant likewise ACKNOWLEDGES receipt of the information contained herein by the Landlord's Disclosure including any reports and records.

Signed on this: \_\_\_\_\_.

**Landlord**

**Tenant**

# Lead Paint Disclosure

The Landlord CERTIFIES THAT:

The subject room lease agreement dated \_\_\_\_\_, between \_\_\_\_\_ (the "Landlord") and \_\_\_\_\_ (the "Tenant"), is located at \_\_\_\_\_, California, \_\_\_\_\_, (hereinafter referred to as the "Property");

The Landlord is not aware of any lead-based paint nor lead-based paint hazards on or about the Property.

The Landlord has no records or report concerns or complaints relating to lead-based paint or lead-based paint hazards on or about the Property.

The Tenant ACKNOWLEDGES the following:

The receipt of the information contained herein by the Landlord's Disclosure including any reports and records.

The receipt of the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Signed on this: \_\_\_\_\_.

**Landlord**

**Tenant**



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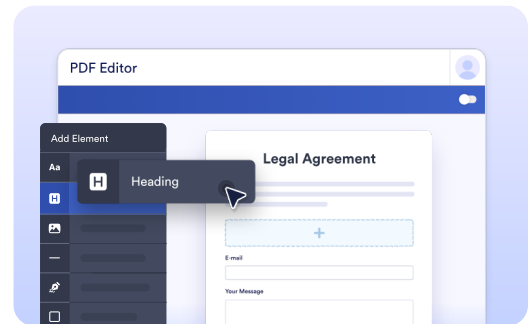
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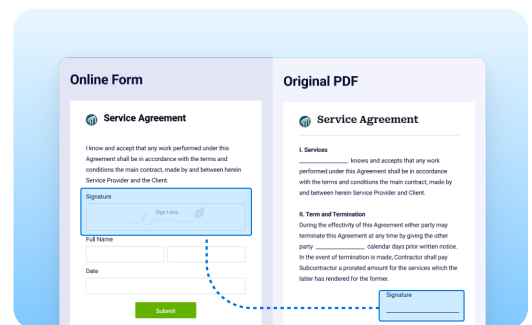
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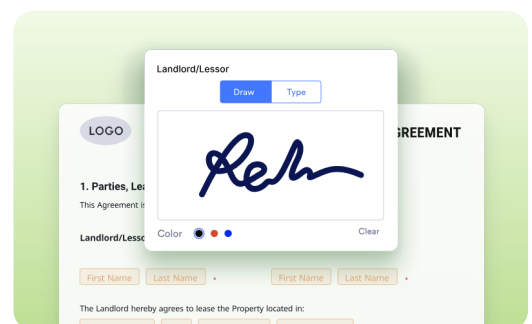
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