



**MONTH TO MONTH
RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into on, by and between, , “Owner”, herein known as Landlord and, herein known as Tenant.

1. **AGENT:** Tenant understands Alliance Property Management is the acting agent of the “Owner”, Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the “Landlord” or any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as.
3. **TERM OF TENANCY.** This lease/agreement will be a month-to-month tenancy, is based upon the same terms and conditions stated herein, and monthly rent will be \$ per month, unless modified in writing.
4. **NOTICE.** Notice can be served on Landlord and/or Landlord’s Agent at Redwood Residential Property Management, 1611 Fourth Street, Santa Rosa, CA 95404 or any address designated by Landlord or Landlord’s Agent. Notice begins on the day notice is received by Landlord or Landlord’s agent and must be in writing. Tenant can give notice by postal service, personal delivery and/or facsimile. Except as prohibited by law, either party may cancel this Agreement by service upon the other, with a written 30-day Notice of Termination of Tenancy. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damage" at the fair rental value of \$ per day. Tenant is responsible for payment of rent during the 30-day notice period.
5. **JOINT AND SEVERAL LIABILITY.** The undersigned Tenant, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord’s “duty of care” to prevent personal injury or property damage where that duty is imposed by law.
6. **RENT.** Rent is due in advance, on the first (1st) day of each and every month, *no exceptions*.
7. **PAYMENT OF RENT.** Rent is payable to Redwood Residential Property Management, 1611 Fourth Street, Santa Rosa, CA 95404 or any address designated by Landlord. Rents are to be paid by check, cashier’s check, or money order, to any agent or address designated by Landlord. No cash is to be paid. Post dated checks, two party checks and third party checks shall not be accepted. If payment is by check, the check must be from one of the Tenant(s) signed on this Rental/Lease Agreement. If the Tenant(s) submits a Non Sufficient Fund check, the Landlord, and or Landlord’s Agent, has the option to require Tenant to pay all future payments in cashier’s check or money order.
8. **LATE RENTS & FEES.** Rents are due on the first (1st) day of each month and is not deemed to be paid unless **RECEIVED** by the office of Redwood Residential Property Management, or any other agent assigned by Landlord. This includes any prorated rents, which are due during any time of tenancy. Depositing rent in the mail after the second (2nd) of the month is not considered timely payment, nor are postage delays and delays due to holidays which are still considered the Tenant’s responsibility. Rent paid after the 5th of the month must be paid by cashier’s check or money order. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Late rent can incur the following fees:
 - **Late fee.** If rent is not received by the 3rd of the month, a late fee equal to 5% of the monthly rent is due.
 - **NSF Fee.** If the rent, or any funds, which are received by the tenant, does not clear the bank, the Tenant shall be required to reimburse the funds in cashier’s check or money order. There shall be a \$25.00 Non-Sufficient Fund fee as well as a late fee. If the Tenant does not reimburse the funds within one business day, the tenant shall be served a 3-Day Notice to Pay or Quit. The non-sufficient funds check shall not be re-deposited and all funds must be reimbursed in cashier’s check or money order to the Landlord, or Landlord’s Agent’s office. Another personal check shall not be accepted for a non-sufficient funds check; there are no exceptions to this rule.
9. **SECURITY DEPOSIT.** The Tenant(s) shall deposit with Landlord as a security deposit, the sum of \$, payable prior to occupancy. Tenant cannot use the security deposit during the occupancy, or term of the lease for rent. Rent must be paid in full during the occupancy and lease of the property. The Landlord, or Landlord’s Agent, shall furnish, no later than 21 days after the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall

The following Tenant initials acknowledge receipt and review of this page: _____

contain the amount of any security deposit received, the disposition of such security deposit, and shall return any remaining portion of such security deposit to the tenant(s). Landlord may use (withhold) of the security deposit only such amounts as are reasonably necessary to remedy tenant defaults. This can include property damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in Rental/lease agreement, loss of rents, late fees, non-sufficient fund fees, tenant caused billings, photographs of damage, pest control foggers, change of locks if keys issued are not returned or if tenant provides an unauthorized person with any key to the property.

10. **TENANT ACKNOWLEDGES** the Landlord or Owner of the property holds the security deposit, listed in this Rental/Lease Agreement. Tenant acknowledges & agrees the security deposit is not to be used at any time for rent. Tenant understands that if the security deposit was increased at any time during tenancy, due to permission to have a pet on the property, the increase in the deposit is NOT a pet deposit, but is added into the security deposit previously defined in this Rental/Lease Agreement. Tenant also acknowledges the security deposit shall not be refunded until *after vacancy* and the security deposit shall be endorsed to all *current* tenants on the Rental/Lease Agreement. No portion of the security deposit shall be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Rental/Lease Agreement. The security deposit shall only be refunded after the property is completely vacated.

11. **UTILITIES:** Tenant shall pay for all utilities such as electric, gas, cable, telephone, or any other services desired by tenant except for which is paid for by Landlord. **TENANT IS TO IMMEDIATELY NOTIFY ALL UTILITY COMPANIES FOR WHICH THEY ARE RESPONSIBLE, OF THEIR OCCUPANCY AND RESPONSIBILITY FOR PAYMENT.** Landlord is not responsible for food spoilage or other damage due to power outages and/or appliance failure, regardless of the cause.

12. **PAYMENTS PRIOR TO OCCUPANCY:**

First Month's Rent	\$	To		Paid on
Security Deposit	\$			Paid on
Prorated Rent:	\$	To		Due on
Total:	\$			

13. **OCCUPANTS.** The premises shall be occupied by only the following named persons:

14. **OTHER OCCUPANTS.** Occupancy by anyone other than the persons named in Paragraph 13, for more than 14 nights shall constitute a breach of this Agreement, unless, prior consent is obtained in writing by Landlord.

15. **CONDITION.** The tenant has examined the premises including any fixtures, furnishing and appliances, if any, and accepts the premises as being in acceptable and operative condition.

16. **VERIFICATION OF DRIVERS LICENSE OR ID, write in or verify at time of signing:**

DL#	State of		For	
DL#	State of		For	
DL#	State of		For	
DL#	State of		For	
DL#	State of		For	

17. **ASSIGNMENT AND SUBLETTING.** The undersigned Tenant agrees and understands they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:

- They must first contact the Landlord or Agent for the Landlord, and submit in "writing" any request for another person or persons to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application. This shall then be submitted to the Landlord for approval.
- The Tenant(s) must abide by the decision of the Landlord whether another person or persons can be added to the Rental/Lease Agreement.
- If the proposed person(s) are approved, they must then complete the necessary forms to be added to the Rental/Lease Agreement. The original walk through inspection of this Rental/Lease Agreement shall prevail.
- The Landlord or Agent of the Landlord can request a walk through inspection of the property.

18. **APPLICATION OF FUNDS.** Monies paid by Tenant shall be applied in the following order: 1) Tenant caused billings, 2) Non sufficient fund fees and/or late fees, 3) Past Due Utilities, 4) Tenant caused property damage, 5) Past due rent, oldest month to newest, and as set forth in Paragraph 8 of this Rental/Lease Agreement.

19. **KEYS AND CONTROLS.** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys or the cost of the lock change. The locks within the property must be re-keyed with the same type of lock set. If the tenant does not furnish the keys on vacancy, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. Landlord and/or Landlord's Agent is NOT responsible for lockout service under any condition. The tenant upon occupancy has been given the following keys and controls:

The following Tenant initials acknowledge receipt and review of this page: _____

	House keys		Laundry key	Other:	
1	Mailbox key		Garage Openers:		

20. **VEHICLES.** Tenant shall not perform any business connected with vehicles on the property in the garage, property and/or carport. Trailers, boats, campers and inoperable vehicles are not allowed without the written consent of Landlord or Landlord’s Agent. Vehicles of any kind shall not be parked on any area other than the driveway, designated RV access, if applicable, or the street. Vehicles leaking oil or gasoline must be removed from premises until repaired. Inoperative or unregistered vehicles may not be parked on or in front of the property. All vehicles not listed below must have the approval of Redwood Residential Property Management or agent of the Landlord. The vehicles which are permitted on this property are the following:

21. **PARKING.**

_____ Vehicles are not to be parked in any areas that may restrict the movement of vehicles to and from the property. Any vehicles parked illegally in designated fire lanes or no parking zones may be towed without notice and at owner’s expense. Parking permit # _____ is supplied to tenant and must be displayed when vehicles are parked on the property. Any vehicle parked on the property without a permit may be towed without notice.

22. **PETS.** The Tenant shall not have any animals, birds or pet of any nature on or about the premises with the exception of _____. This also includes the animals, birds or pets of any nature of any guests, relatives or invited parties to the premises. There is to be “no baby-sitting or care taking” of any other person(s) animals, birds or pets of any nature. The following dog breeds are not allowed on the premises at any time: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chos Chows, American Staffordshire Terriers, American Bulldogs, Doberman Pinschers, Boxers, German Shepards, Great Danes, Siberian Huskies, Wolf-hybrids, Perro de Presa Canarios, Bull Mastiff and any dog that has any of the above breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.

_____ Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to sign an additional “Pet Addendum” (under attachments in this agreement) and pay any additional increase to the security deposit required by agent or Landlord. Tenant understands any additional funds paid are an “increase” to the deposit and NOT a pet deposit

23. **INSURANCE.** Tenant is to provide their own insurance for their possessions both inside and outside of the residence.

_____ Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord’s insurance shall not cover their possessions or vehicles. Tenant is also aware the Agent’s insurance shall not cover their possessions or vehicles. This includes flood, fire, and any other cause. Tenant is responsible for purchasing phone line repair insurance through the local carrier. Tenant agrees to be responsible for all costs incurred if insurance is not acquired.

24. **USE OF PREMISES.** Premises shall be used as a residence only. Operating a business from this property is prohibited. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R’s).

25. **DAMAGE TO PREMISES.** If the premises are damaged by fire, earthquake or other casualty which renders the premises totally or partially uninhabitable, either party will have the right to terminate this agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Landlord will have the right to terminate. Should this right be exercised by either Landlord or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this agreement is not terminated, Landlord will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant’s occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant’s reasonable use of the premises.

26. **ENTRY AND INSPECTION.** Landlord or Landlord’s Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords, and to inspect the premises with a 24-hour notice. The Landlord/Agent reserves the right to visit the property on a semi-annual basis (every six months) to determine any needed maintenance or review any issues related to the property and/or it’s Tenant. The Landlord/Agent shall notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty-days of occupancy, Tenant authorizes Landlord to place a FOR RENT sign on the property and to show property to prospective tenants.

27. **TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord, or Landlord’s Agent, a home telephone number within two weeks of occupancy and any change in employment, home and employment telephone numbers.

28. **BREACH OF CONTRACT.** In the event the Tenant moves out without proper notice, or is evicted due to a violation of the lease, Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach.

29. **WATER FILLED FURNITURE**

_____ Tenant shall not have water filled furniture.

The following Tenant initials acknowledge receipt and review of this page: _____

_____ Tenant shall have water filled furniture. The water filled furniture is _____. The Tenant shall supply Landlord or Landlord's Agent, an insurance policy for any water filled furniture in the Premises within two weeks of occupancy. Failure to do so shall be a breach of contract. Tenant is to report immediately to Landlord or Landlord's agent, any leakage or damage caused by the water filled furniture.

30. **RULES AND REGULATIONS.** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords' association or Landlord, which are at anytime posted on the Premises or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords' association or other authorities due to any violation by tenant, or the guests of Tenant. The Tenant and their guests shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises. Tenant is obligated to follow all local, state, and federal laws and regulations. Lessor does not allow or condone activities that violate these laws and regulations, including the cultivation of marijuana at rental properties. Cultivation of marijuana is a violation of federal law, and brings with it significant risk to properties, as well as to the tenants who live in them. Cultivation of marijuana is not tolerated; it is a breach of the rental agreement and grounds for immediate termination of tenancy.

31. **HOMEOWNER ASSOCIATIONS.**

_____ Tenant agrees to abide by the Homeowners Association,. The Rules & Regulations for this Association are specified in the Attachment of this Rental/Lease Agreement and tenant acknowledges a copy of these Rules & Regulations.

_____ Tenant is not supplied with Homeowners Association Rules & Regulations because there is not a formal association available to this property, however, all CC&R's regulating the property in the County still apply.

32. **OUTSIDE AND YARD MAINTENANCE.** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and/or any other unsightly items. Tenant is also responsible for maintaining watering of outside of property at all times, unless an area of watering falls under a Homeowner's Association responsibility. If the property contains an irrigation/watering system, Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

_____ Tenant is responsible for maintenance of none landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord/Agent. If tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord's Agent reserves the right to contract yard maintenance and the Tenant shall incur the cost of the landscape maintenance.

_____ Landlord is responsible for maintenance of Landscape. Tenant is still required to keep area free of debris, watering of landscape, setting of any automatic timers for irrigation/sprinkler system and reporting problems to Landlord/Agent.

_____ The Homeowner's Association is responsible for maintenance of Landscape

33. **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.**

34. **POOL MAINTENANCE.** If a pool is provided, the pool service is maintained by:

_____ The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.

_____ The Homeowner's Association provides pool service.

_____ The property does not have a pool.

35. **SMOKE DETECTORS**

_____ Tenant acknowledges that the premises are equipped with a smoke detection device(s). Tenant shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly. If the smoke detector is a plug-in device, Tenant agrees to not disturb or remove the device. If the smoke detector(s) are battery operated, Tenant agrees to replace the batteries as needed. If after replacing the battery, or at any time, the detector does not work, Tenant agrees to notify Owner/Manager in writing immediately. Tenant shall allow Owner/Manager access to the premises for the purpose of repairing detector(s).

36. **CARBON MONOXIDE DETECTORS**

_____ Tenant acknowledges that the premises are equipped with a carbon monoxide detection device(s). Tenant shall perform the manufacturer's recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly. If the carbon monoxide detector is a plug-in device, Tenant agrees to not disturb or remove the device. If the carbon monoxide detector(s) are battery operated, Tenant agrees to replace the batteries as needed. If after replacing the battery, or at any time, the detector does not work, Tenant agrees to notify Owner/Manager in writing immediately. Tenant shall allow Owner/Manager access to the premises for the purpose of repairing detector(s).

The following Tenant initials acknowledge receipt and review of this page: _____

37. **ALTERATIONS.** Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord's Agent's prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.
38. **_____ MOLD: The tenants are to report IMMEDIATELY any evidence of mold to Redwood Residential Property Management and/or any party who assumes management of the property in which the tenant resides.**
39. **_____ BEDBUGS:** Landlord or Landlord's Agent has no information or evidence to support a claim that this residence suffers from any type of bedbug infestation. In the event tenant believes this assertion to be incorrect, tenant is required to notify Landlord or Landlord's Agent of such, in writing no later than seven days after contract execution. Lacking such documentation from tenant, the property will be conclusively deemed free of bedbugs at the time of tenant move-in. Tenant represents that all furnishings and other personal property that will be moved into the unit are free of bedbugs. In the event of an infestation, tenant agrees to cooperate with pest control efforts and comply with recommendations from the pest management professional.
40. **_____ DRUG FREE HOUSING: The tenant agrees to provide drug free housing in and on the property.**
41. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES.** Tenant shall be responsible for the following:
- The complete "Redwood Residential Management Maintenance Instructions" both during occupancy and when vacating which are Attachment A of this Rental/Lease Agreement
 - Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises
 - Reporting to Redwood Residential Property Management, the Landlord or any agent of Landlord items needing repair
 - To pay for damage to property as a result of failure to report a problem in a timely manner.
 - To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
 - To pay for damage to property beyond normal wear and tear, including damage caused by odors that have not been eliminated. Such damages may be caused by, but are not limited to: pet odors, tobacco or other smoking materials, meal preparation, etc.
 - To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless a police report is provided to Landlord/Agent detailing circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
 - Payment of any unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service calls as a result of failure to keep appointments with repairmen.
 - Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
 - Under no circumstances is Tenant to perform any electrical repairs.
42. **LEAD BASED PAINT.**
 _____ Property was built after January 1, 1978 and does not require a lead based paint addendum.
 _____ Property was built prior to 1978 and does require a lead based paint addendum, Attachment D.
43. **MILITARY CLAUSE.**
 _____ The Tenants in this Agreement are NOT members of the military and do not require a military clause
 _____ The Tenants in this Agreement are members of the military and shall be released from this Agreement if military orders command them to live in area base housing or relocate to an assignment farther than Twenty (20) miles from the premises.
44. **POSSESSION.** If tenant abandons or vacates the Premises, Landlord or Landlord's Agent, may terminate this agreement and gain lawful possession.
45. **_____ SPECIAL RENT CONSIDERATION:** In consideration for tenant's execution of a rental contract, tenant has been extended the benefit of \$0.00 discounted from costs at the time of move-in. However, if by any action or decision of tenant, tenant does not remain in possession of premises for a period of at least twelve months, tenant will be liable for the remaining balance of \$0.00 noted as rent obligation for period of _____ .
46. **CREDIT REPORTING.** The tenant understands and acknowledges if the Tenant fails to fulfill the terms of their obligations within this Rental/Lease Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency.
47. **ENTIRE CONTRACT.** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

The following Tenant initials acknowledge receipt and review of this page: _____

48. **INTERPRETATION OF CONTRACT.**

_____ I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.
 _____ I have provided an interpreter for renting the property and interpreting the rental contract. My interpreter's name is _____, ID _____.

49. **ADDITIONAL TERMS AND CONDITIONS.**

50. **ATTACHMENTS.** The undersigned Tenant acknowledges by initialing the following attachments to this Rental/Lease Agreement are incorporated herein.

- | | | |
|-------|---|---------------------------|
| _____ | AB 1482 | Attachment A, one page |
| _____ | Maintenance Instructions | Attachment B, five pages |
| _____ | Check in/Check out Sheet | Attachment C, three pages |
| _____ | Mold Addendum | Attachment D, one page |
| _____ | Lead Based Paint Addendum | Attachment E, one page |
| _____ | Homeowner's Association Rules & Regulations | Attachment F |
| _____ | Pet Addendum | Attachment G, one page |
| _____ | Proposition 65 Warning and Addendum | Attachment H, two pages |
| _____ | Smoke-Free Environment Addendum | Attachment I, two pages |

Tenant	_____	Agreement Dated	_____
Tenant	_____	Interpreter	_____
Tenant	_____		
Tenant	_____	Agent	_____
Tenant	_____		Redwood Residential Property Management

The following Tenant initials acknowledge receipt and review of this page: _____