

Resident Lease Agreement
(Sample form)

THIS RESIDENT LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this
_____ day of _____, 20_____, by and between
_____ (hereinafter referred to as "Landlord") and
_____/_____/_____
_____/_____/_____ (hereinafter referred to as "Resident").

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Sacramento County,
California, such real property having a street address of _____
(hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Resident upon the terms and conditions as contained herein;
and Resident desires to lease the Premises from Landlord on the terms and conditions as contained herein;

THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree
as follows:

1) TERM. This Agreement shall commence on _____ ("Commencement Date") and continue
as a lease for a one (1) year term. The termination date shall be on (date) _____ at 11:59 PM. Upon
termination date, Rent shall continue at the rate specified in this Agreement, or as allowed by the Multifamily
Housing Program Rent Limits and Guidelines published by Sacramento Housing and Redevelopment Agency
(SHRA). All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2) RENT PAYMENT AND LATE FEE. Under the terms of this Agreement, "Rent" shall consist of all monetary
obligations owed to Landlord by Resident in accordance with this Agreement. However, the Damage Deposit
shall not be considered Rent. Resident shall pay to Landlord
_____ DOLLARS \$ _____ per month as Rent
for the Term of the Agreement. Due date for Rent payment shall be the first (1st) day of each calendar month. In
the event that the Commencement Date is not the first (1st) of the calendar month, Rent payment remitted on the
Commencement Date shall be prorated based on a thirty (30)-day period.

If Rent payment is not remitted on the first (1st), Rent shall be considered overdue and delinquent on the fifth (5th)
day of each calendar month. In the event that Rent is overdue and delinquent, the Resident shall pay the Landlord
a late fee of _____ DOLLARS \$ _____.

Acceptable forms of payment of Rent to Landlord shall be [check all that apply]: ___ personal check, ___ money
order, ___ cashier's check, or ___ other _____. Payment shall be made to
Landlord under the following name _____ and address:



In the event that any payment by Resident is returned for insufficient funds ("NSF") or if Resident stops payment, Landlord may require in writing that Resident pay Rent in cash for three months, and that all future Rent payments shall be remitted by Resident to Landlord by money order or cashier's check.

3) UTILITIES. Resident shall be responsible for arranging for and paying for the following utility services required on the Premises: _____

4) DEPOSIT. Upon the due execution of this Agreement, Resident shall deposit with Landlord the sum of _____ DOLLARS \$ _____ receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Resident, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

5) SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) ASSISTED UNITS ANNUAL RECERTIFICATION REQUIREMENTS AND PROVISIONS: The Resident shall complete an income and household composition recertification annually as required under the Multifamily Housing Program Guidelines by SHRA. Any material misstatement in such income and household certification and supporting information supplied by the resident in determining qualification for occupancy of the SHRA assisted unit (whether or not intentional) may be cause for immediate termination of such lease. Failure to cooperate with the annual recertification process may disqualify the unit as an SHRA assisted unit and may be grounds to terminate the lease agreement.

6) USE OF PREMISES. The Premises shall be used and occupied by the Resident as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Resident for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Resident shall not allow any other person, other than those listed above and friends who are guests of Resident, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Resident and guests of Resident shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

7) ASSIGNMENT AND SUB-LETTING. Resident shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof.

8) ALTERATIONS AND IMPROVEMENTS. Resident shall not construct any building alterations, build or make any improvements on the Premises without the Landlord's written consent.

9) HAZARDOUS MATERIALS. Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10) MAINTENANCE AND REPAIR RULES. Resident will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Resident shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;



- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air vents and fan covers clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and shall use same only for the purposes for which they were constructed. Resident shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein.
- (i) Resident's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, etc., to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Landlord; and
- (m) Comply with the property standards as outlined in 24 CFR 92.251 of the code, including Federal, State and local housing quality standards and code requirements as mandated by SHRA.

11) INSPECTION OF PREMISES. Upon a 24-hour minimum written notice to the Resident, the Landlord and Landlord's representative(s) shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building.

12) SURRENDER OF PREMISES. Upon termination of this Agreement of the term hereof, Resident shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

13) PETS. Unless otherwise provided in California Civil Code § 54.2, Resident shall keep no animal or pet on or about the Premises without Landlord's prior written consent, with the exception of the following:

_____.

14) ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Resident understands that they may be obligated to pay costs if the Resident loses in a court proceeding by the Landlord against the Resident.

15) GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California, City of Sacramento and/or County of Sacramento.



16) MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

17) NOTICE. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

If to Resident:

[Landlord's Name]

[Resident's Name]

[Landlord's Address]

[Resident's Address]

Landlord and Resident shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18) ADDITIONAL PROVISIONS AND/OR DISCLOSURES. By initialing as provided, Resident acknowledges receipt of the following applicable addendum/addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

Adult member(s) initials

Addendum/Addenda (specify):

_____ Visitation Policy _____;

_____;

19) SIGNATURES. The parties hereby agree to the provisions in this Agreement.

LANDLORD:

Sign: _____ Print: _____ Date: _____

RESIDENT ("Resident"):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

