

EMPLOYER-EMPLOYEE RENTAL AGREEMENT – DRAFT

This Rental Agreement (“Agreement”) is entered into as of _____, 20_(the “Effective Date”) by and between the following Parties:

EMPLOYER-LANDLORD: _____

EMPLOYEE-TENANT(S): _____

RENTAL PROPERTY ADDRESS:
 (“Premises”)

1. **Rental Amount.** Tenant agrees to pay Landlord the sum of \$___per month as rent for the Premises.

CHOOSE ONE:

[Tenant shall deliver rent to Landlord or to Landlord’s designated Agent _____ at the following location: _____ by the following means: _____check / _____cash / _____other: _____ by the _____ day of the month. If rent is paid directly by the Tenant to the Landlord for the housing, then it cannot affect the minimum wage that Tenant is required to be paid under state law for work performed.]

OR

[Monthly rental amount shall be automatically deducted from Tenant’s monthly wages in the amount of: _____ per _____ week _____ month.]

The monthly rent deducted from Tenant’s monthly wages cannot be more than the maximum allowable amounts defined in Order Number 14-2001 of the California Industrial Welfare Commission, as updated. As of January 1, 2023, the maximum allowable amounts are as follows:

Room Occupied Alone	\$72.88/week
Room Shared	\$60.16/week
Apartment—2/3 of the ordinary rental value and in no event more than:	\$875.33/month
Where a couple are both employed by the employer—2/3 of the ordinary rental value, and in no event more than:	\$1,294.83/month

Attached to this Agreement is the most recent version of Order Number 14-2001 of the California Industrial Welfare Commission in both English and Spanish, which provides further information on allowable amounts that can be deducted from Employee-Tenants’ wages as rent for lodging under California state and federal law.]

A landlord may increase rent every 12 months. The amount of new rent increase shall not exceed the allowed amount of rent permitted under the most updated ICW order.

2. **Rental Receipt.** Landlord shall provide Tenant with a written receipt signed by Landlord or Landlord's Agent memorializing payment of Rent at the time Tenant makes the payment. The receipt shall include the amount of rent paid by Tenant or the amount of rent deducted from Tenant's monthly wages and the date the payment was made.

[If Tenant's rent is automatically deducted from wages] Landlord shall provide Tenant with a written receipt signed by Landlord or Landlord's Agent memorializing payment of rent at the time Landlord furnishes wages to Tenant. The receipt shall specify the amount deducted as rental payment and the date the rental payment was deducted.

3. **Pro Rata Rent.** Rent for any period that is less than one month or week (depending on how rent is deducted in Paragraph 1) shall be a pro rata portion of the monthly or weekly Rent Payment or deduction.

4. **Late Fee.** No late fee will be charged for the first late payment by Tenant if the rental payment is made within ten (10) days from the due date. If rental payment has not been delivered within this period, Tenant agrees to pay a late fee charge of \$20.

5. **Term.** The Premises are leased to Tenant for as long as Tenant is employed by Landlord. However, if Tenant's employment with Landlord is terminated for any reason, with or without cause,

[Landlord shall permit Tenant to remain on the Premises for at least one hundred and twenty (120) days from the date of termination of employment ("120-Day Transition Period"), subject to compliance with all other terms of the Lease, in order to provide Tenant with time to find alternative housing. During the 120-Day Transition Period, Tenant shall make rental payments to Landlord under the terms of Paragraphs 1 through 4 of this Agreement. If rental payments were previously deducted directly from Tenant's paychecks, Tenant's monthly rental payments due shall equal the amount that had been previously deducted from Tenant's paycheck in the month preceding termination of the employment relationship.]

Upon expiration of the Transition Period, unless otherwise agreed to, Landlord may initiate any legal proceedings available to facilitate termination of the residential relationship.

6. **Security Deposit.** Tenant shall deliver to Landlord the sum of \$__ as a security deposit to secure Tenant's performance of Tenant's obligations under this Agreement. The security deposit shall not exceed two times the monthly rental amount, in accordance with California state law. After all Tenants have vacated the Premises, Landlord may use the security deposit for cleaning or other uses allowed pursuant to California Civil Code Section 1950.5. If Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted, Tenant shall be entitled to a full refund of the entire security deposit. Landlord shall return any and all unused balance of the security deposit to Tenant within twenty-one (21) calendar days of Tenant's vacating the Premises. Landlord shall furnish to Tenant a written itemized statement detailing any deductions from the security deposit. Tenant shall pay the security deposit in a six month installments plan.

Landlord ___ shall / ___ shall not hold the security deposit in an interest-bearing account in accordance with applicable local laws. Landlord ___ shall / ___ shall not furnish to Tenant interest

on the security deposit by ___ check / ___ cash / ___ other: _____ by or before the ___ day of _____ each calendar year.

7. **Occupants.** The Premises shall be occupied by Employee-Tenants designated at the beginning of this lease and their immediate family, subject to applicable local, state, or federal law. If Tenant's family exceeds relevant occupancy limits, Tenant shall engage with Landlord about relocating to other suitable accommodations on the property.
8. **Guest/Visitor Policy.** Tenant shall have the right to have up to five (5) guests at the Premises at any given time. Tenants and guests shall comply with the Premises' Quiet Hours, which are from 10:00 p.m. to 7:00 a.m. Tenants shall be liable for damages caused by guests.
9. **Subletting and Assignment.** Tenant ___ shall be allowed to / ___ shall not be allowed to sublet or assign the Premises or any part thereof without first obtaining written permission from Landlord.
10. **Utilities.** Tenant shall pay for the following listed utilities and/or services supplied to the Premises. All utilities not listed herein are to be paid for and/or be supplied by Landlord.

Utilities paid by Tenant: _____.

[For shared utilities] If utilities are shared, the exact amount of payment to be furnished by Tenant for utilities is to be calculated as follows:

Shared Utility Amount and Calculation: _____.

11. **Parking.**

CHOOSE ONE:

Tenant ___ is / ___ is not assigned the following parking space(s): _____
_____. Landlord is not liable for loss or damage to Tenant's vehicle(s) resulting from acts outside of Landlord's control.

OR

Tenant ___ is / ___ is not allowed to park vehicles on the property. Tenant may park at any of the following areas: _____.
Landlord is not liable for loss or damage to Tenant's vehicle(s) resulting from acts outside of Landlord's control.

12. **Storage.** The Premises ___ do / ___ do not include the following storage space(s): _____
_____.

13. **Inventory, Furnishings.** The following inventory or furnishings are included with the base rental amount for the rental unit: ___bed, ___refrigerator, ___microwave, ___desk, ___table, chair, ___air conditioning, fan, or other climate control device, and _____.

Any further inventory or furnishings shall be provided by Tenant and are the personal property of Tenant.

Tenant shall not keep liquid-filled furniture on the Premises. If the structure was built in 1973 or later, Tenant may possess a waterbed if he, she, they, or it maintains waterbed insurance valued at \$100,000 or higher in compliance with California Civil Code Section 1940.5.

14. **Condition of Premises.** Tenant acknowledges that Tenant received an opportunity to inspect the Premises prior to signing this Agreement. Tenant acknowledges that the Premises have been delivered to Tenant in clean and habitable condition, and that all items, fixtures, appliances, appurtenances, furnishings, or other inventory are in good working condition.

All items, fixtures, appliances, appurtenances, furnishings, or other inventory that are not delivered to Tenant in good working condition are listed as follows: _____.

15. **Maintenance, Repairs.** Landlord is generally responsible for making repairs to the Premises. Tenant shall notify Landlord by written notice to the contact information listed in Paragraph 31 of the need for maintenance, repair, or remediation at the Premises.

If, after a reasonable time, Landlord has not completed the requested maintenance, repair, or remediation, or with Landlord's consent, Tenant may personally undertake such maintenance, repair, or remediation. Tenant shall be entitled to reimbursement for the reasonable costs of such maintenance, repair, or remediation in the form of monetary reimbursement or a reduction on future rental payment(s). Landlord may request that Tenant provide to Landlord receipts or an accounting of expenses incurred as a consequence of Tenant personally undertaking such maintenance, repair, or remediation.

16. **Alterations.** Tenant shall not make any substantial alterations to the Premises without first obtaining permission from the Landlord.

17. **Landlord's Right of Entry for Repairs or Inspection.** Landlord may enter the Premises for the purpose of requested maintenance, repair, or remediation, or any other lawful reason, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. and upon reasonable advance written notice of at least 24 hours to Tenant, or with Tenant's consent. Written notice shall be provided by personal service and be written in both English and Tenant's native language.

Landlord is permitted to enter the Premises for routine maintenance or inspections unrelated to

maintenance, repair, or remediation requested by the Tenant not more than once every twelve (12) months, unless additional inspections are requested by the Tenant. Landlord shall provide to Tenant advance written notice of at least 24 hours, delivered by personal service in writing in both English and Tenant's native language.

18. **Pets.** Tenant ___ shall / ___ shall not be allowed to keep dogs, cats, birds, fish, or other domestic pets or animals on the Premises. Landlord shall allow animals on the Premises where required by federal, state, or local law.
19. **Inter-Tenant Disputes.** Landlord does not provide formal dispute mediation services. In the event that Tenant becomes engaged in a dispute with a neighboring tenant that necessitates mediation intervention, Tenant may engage dispute mediation services including, but not limited, to those service organizations provided in Attachment ___ to this Agreement.
20. **Mail.** Tenant ___ shall / ___ shall not have the right to receive mail at the Premises.
21. **Insurance.** Tenant is permitted to maintain a personal insurance policy to cover losses or damage sustained to Tenant's personal property or vehicle.

Reasonable Accommodations. Landlord shall comply with any and all applicable federal, state, or local laws providing equal housing opportunities, including making reasonable accommodations or reasonable modifications to accommodate a Tenant's disability when required by law.

22. **Nondiscrimination.** Landlord shall not discriminate against Tenant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or any other prohibited basis under local, state, and federal law.
23. **Harassment, Retaliation.** Landlord shall not harass or retaliate against Tenant for Tenant's exercising their rights under the lease.
24. **Quiet Enjoyment.** Landlord shall not undertake any action that would infringe upon Tenant's right to quietly hold and enjoy the Premises throughout the term of Tenant's tenancy. Landlord may enter units for lawful reasons delineated in Civil Code 1946.8. Per Civil Code 1946.8(6)(b): Any provision in a rental or lease agreement for a dwelling unit that prohibits or limits, or threatens to prohibit or limit, a tenant's, resident's, or other person's right to summon law enforcement assistance or emergency assistance as, or on behalf of, a victim of abuse, a victim of crime, or an individual in an emergency, if the tenant, resident, or other person believes that the law enforcement assistance or emergency assistance is necessary to prevent or address the perpetration, escalation, or exacerbation of the abuse, crime, or emergency, shall be void as contrary to public policy.

If Landlord is aware or is provided with notice of a regular disturbance or security problems resulting in regular disturbances to Tenant's right to quiet enjoyment of the Premises, Landlord shall attempt to resolve such disturbance by reasonable and lawful means.

25. **Termination of the Lease Agreement** . A landlord may terminate the lease for other reasons in addition to the termination of an employer-employee relationship. In the former case, a landlord must provide at least thirty (30) days' written notice to the tenant. If a landlord terminates a lease due to the termination of an employer-employee relationship, a landlord shall

permit Tenant to remain on the Premises for at least one hundred and twenty (120) days from the date of termination of employment, as stipulated in Section 5. A tenant may terminate tenancy by providing 30 days' written notice to the landlord.

26. **Partial Tenant Surrender of the Premises.** If one or more of the listed Tenant(s), but not all of the listed Tenants, voluntarily surrenders that Tenant's right to reside at the Premises, the remaining Tenants shall continue to reside at the Premises under the terms of this Agreement.
27. **Notice to Owner, Contact Information.** Tenant shall provide notice to Landlord for purposes of repair requests or any other reason by the following method(s) and to the following address(es):

Telephone: _____ Address: _____

E-mail:

Landlord agrees that delivery to any of the aforementioned addresses in this Paragraph constitutes proper notice.

28. **Notice to Tenant, Contact Information.** Landlord shall provide notice to Tenant for any relevant purposes by the following method(s) and to the following address(es):

Telephone: _____ Address: _____

E-mail:

Any and all notices must be provided in both English and Tenant's native language, including this Agreement.

29. **Possession.** Landlord shall deliver to Tenant the Premises on the Effective Date in clean and habitable condition. If Landlord is unable to deliver the Premises to Tenant on the Effective Date, or if Landlord is unable to deliver the Premises in clean and habitable condition on the Effective Date, _____ Tenant (OR) _____ either Party may terminate this Agreement by written notice to _____ Landlord (OR) _____ the other Party. In the event that Landlord terminates this Agreement under this Paragraph, Landlord agrees to immediately refund to Tenant any and all sums paid by Tenant to Landlord.

If Landlord is late in delivering the Premises to Tenant, Tenant may begin his, her, their, or its tenancy as of the date that Landlord is able to deliver the Premises to Tenant. This date shall be the new Effective Date, and Tenant shall have his, her, their, or its rent pro-rated accordingly. Tenant shall not be liable for any rental payments until Landlord delivers habitable possession of the Premises to Tenant.

30. **Abandonment.** The Premises may be deemed abandoned where Tenant provides written notice to Landlord of intent to surrender the Premises, or where rent is unpaid for a period of not less than ninety (90) days and Tenant is confirmed to be absent from the Premises for a period of not

less than ninety (90) days. In the event that Landlord has a reasonable belief that Tenant has abandoned the Premises, Landlord shall serve written notice to Tenant pursuant to California Civil Code Section 1951.2.

31. **Personal Property of Tenant.** All personal property within, around, or attached to the Premises that is not the sole property of Landlord shall be deemed the personal property of Tenant. Upon Tenant vacating or surrendering the Premises, Landlord shall store any and all personal property left by Tenant for thirty (30) days. Landlord shall provide written notice to Tenant that Tenant's personal property is being stored. Both Parties shall cooperate in allowing Tenant to retrieve Tenant's personal property. If, after the time period in this Paragraph elapses, Tenant fails to claim his, her, their, or its personal property, Landlord may dispose of such personal property _____ by any manner of Landlord's choosing (OR) _____ by surrendering the personal property to the relevant local Police or Sheriff's department.
32. **Default.** In the event of any default by Tenant under this Agreement, Landlord shall provide Tenant notice of default and an opportunity to cure said default. If Tenant fails to cure the default, Landlord may institute an action to terminate the tenancy pursuant to relevant federal, state, and local law. If this Agreement is terminated due to Tenant's default, Landlord may seek any and all remedies available under this Agreement and applicable law, including eviction proceedings or other remedies available in law or equity.
33. **Modification, Amendment, Waiver.** No modification, amendment, or waiver of any of the provisions of this Agreement shall be valid and enforceable unless such modification, amendment, or waiver is in writing and signed by both Parties. Unless otherwise stated herein, no such modification, amendment, or waiver shall constitute a modification, amendment, or waiver of any other provision hereof, whether or not similar, or constitute a continuing waiver.
34. **Severability.** If any provision, condition, or covenant herein contained is held to be invalid, unenforceable, or void by any court of competent jurisdiction for any reason whatsoever, each such provision, condition, or covenant shall be deemed severable from the remainder of this Agreement and shall in no way affect the validity of any other provision, condition, or covenant contained herein. If such provision, condition, or covenant shall be deemed invalid due to scope or breadth, such provision, condition, or covenant shall be deemed valid to the extent of scope or breadth permitted by law.
35. **Voluntary Execution.** Each Party represents that he, she, they, or it has carefully read this Agreement, knows and understand the content and consequences thereof, and signs the same as his, her, their, or its own free will, with full opportunity to seek the guidance of legal counsel, if desired, and without any mistake, duress, or undue influence. In making this Agreement, each Party relies on his, her, their, or its own judgment, belief, and knowledge, and has not been influenced in any way by any representations or statements not set forth herein regarding the contents hereof.
36. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties of this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California.

37. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single Agreement. A facsimile signature or electronic signature of this Agreement shall constitute an original signature.
38. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.
39. **Attorneys' Fees.** In the event action is brought by any Party to enforce any terms of this Agreement, or to recover possession of the Premises, _____ each Party shall be responsible for his, her, their, or its own attorneys' fees (OR) _____ the prevailing party may recover from the other Party reasonable attorneys' fees.
40. **Notices and Disclosures.** Attached to this Agreement are any and all notices and disclosures as required by federal, state, or local law. Such attachments are listed by name as follows:
41. **Additional Terms.** _____
42. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties on the subjects covered and supersedes any and all prior agreements, representations, warranties, promises, undertakings, or covenants of any kind whatsoever, whether expressed orally, in writing, or otherwise.

KEY:

Both "Employee-Tenant" and "Tenant" terms are used interchangeably in this lease.

Green Terms that tenants may remove without substantial loss of rights.

Blue Terms that are tenant-friendly, that have either been specifically requested or that landlords will likely want removed or modified.

Orange Terms that landlords are likely to want included or strengthened.