

LEASE RENEWAL ADDENDUM

Resident(s): _____
(All Adult Occupants and all others in Possession)

Resident's current fixed-term agreement, for the premises located at: _____

(Address, Apt #, City, State, Zip Code)

Commenced on _____ 20____, and terminates on _____ 20____.

Notifying Landlord of Fixed Term Renewal

Pursuant to California Civil Code §1946.2 the landlord will enter into a renewal Lease Agreement with the tenant(s) as described in the attached Lease Renewal Addendum **provided that** you sign, and return the attached Lease Renewal Addendum to the Landlord by _____ [date]

Notifying Landlord

If you do not wish to enter into a renewal Lease Agreement, you may complete the attached Notice of Resident(s) Non-Renewal of Lease by the same date. If you do not sign and return the attached Lease Renewal Addendum by that date, the Landlord will conclusively presume that you have no interest in renewing your Lease Agreement. If you are not renewing the Lease Agreement, please provide your forwarding address as soon as it is known – a space for that information is provided in the attached ***Notice of Resident(s) Non-Renewal of Lease***.

NOTE: failure to execute a written renewal of a Lease Agreement as provided here may constitute a cause for termination of your tenancy under California Civil Code Section 1946.2.

Deadline to Return Lease Renewal Addendum or Resident(s) Non-Renewal of Lease

If this Lease Renewal Addendum is not signed and returned by the above deadline, resident(s) must vacate the premises and remove all personal property upon the expiration of the current fixed term lease. Your rent shall be due and payable to and including the date of termination of your tenancy under this Notice. Your present rent is \$_____ per month, due on the ____ day of the month with the daily rental amount of \$_____.

YOU ARE FURTHER NOTIFIED that you may request an optional move-out inspection and to be present at the inspection. The inspection must be performed no earlier than two (2) weeks prior to move out. Call to schedule an appointment. _____.

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities
Approved Form #F59 – 2/22



DECLARATION OF SERVICE OF NOTICE TO RESIDENT(S)

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) eighteen years of age, and that I served the following checked notice: NOTICE OF EXPIRATION OF FIXED TERM LEASE AND RENEWAL OFFER (TENANCIES SUBJECT TO CALIFORNIA CIVIL CODE §1947.12 AND §1946.2)

on the _____ day of _____, _____ in one of the manners checked and set forth below:

(1) PERSONAL SERVICE

_____ By DELIVERING a copy of the Notice **PERSONALLY** to:

(2) SUBSTITUTE SERVICE AND MAILING

(To be used only in the event that Personal service cannot be completed and the Tenant's place of employment is unknown or unascertainable)

_____ By **LEAVING** a copy of the Notice with _____ a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof, and **MAILING** by first class mail on said date a copy to each resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the resident(s) at their place of residence:

(Street Address) _____
Apt. no. _____ City _____ State _____ Zip _____

(3) POSTING SERVICE AND MAILING

(To be used only in the event that Personal and Substitute service cannot be completed and the Tenant's place of employment is unknown or unascertainable)

_____ By **POSTING** a copy of the Notice in a conspicuous place on the property therein described, there being no person of suitable age and discretion to be found at any known place of residence or business of said resident(s), and **MAILING** by first class mail on the same day as posted, a copy to each said resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the resident(s) at their place of residence:

(Street Address) _____
Apt. no. _____ City _____ State _____ Zip _____

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and if called as a witness to testify thereto, I could do so competently.

Executed this _____ day of _____, _____ at _____, California.

Print Name

Signature

LEASE RENEWAL ADDENDUM

THIS document is an Addendum to and part of the Rental Agreement dated _____ between
Landlord _____ and Resident _____
for the property located at: _____

1. Landlord and Resident(s) agree to renew the fixed term lease agreement for a similar duration as the attached current agreement, the term of which began on _____ [date] and will expire on _____ [date]. The renewed Lease Agreement will begin on the _____ day of _____, 20____ and end on the _____ day of _____, 20____.
2. Landlord and Resident(s) agree that all terms and conditions of the original Agreement shall remain in effect during the lease renewal period in paragraph 1, except the rent, which shall be adjusted as described in paragraph 5.
3. Resident(s) acknowledge receipt of the following addenda, copies of which are attached hereto and incorporated as part of the renewed Lease Agreement:
☐ Proposition 65 Warning Notice ☐ Notice for Properties - California Civil Code §1947.12 and §1946.2
☐ Bed Bug Addendum ☐ Other: _____
☐ Flood Disclosure
4. Resident(s) has inspected the premises, furnishings, equipment, and plumbing, heating, and electrical systems, and has notified the Landlord of any defect prior to signing this addendum. With the exception of those defects, Resident(s) acknowledge that the condition of the premises, furnishings, equipment and plumbing, heating, and electrical systems is satisfactory.
5. The monthly rent, which is payable on or before the _____ day of each month, will be the sum of \$_____, instead of \$_____, the current monthly rent. Your rent is being increased by \$_____, which is a _____ percent increase from your current rent.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Landlord		_____ Landlord's Agent	_____ Date

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NOTICE OF RESIDENT(S) NON-RENEWAL OF LEASE

TO LANDLORD:

PLEASE TAKE NOTE

that _____

_____ [Resident(s)] will not renew ~~their current~~ lease and will deliver vacant premises, and keys for those premises located at:

_____ [premises]

_____ [Address, Apt #, City, State, Zip Code]

On or before the date the current lease expires.

Forwarding Address: _____

_____ [Address, Apt #, City, State, Zip Code]

_____ [Phone Number]

Tenant(s) have the right request an optional move-out inspection and to be present at the inspection. The inspection must be performed no earlier than two (2) weeks prior to move out.

(Check only one option below)

- ☐ I/We decline the initial inspection.
- ☐ I/We request the initial inspection of my unit, and I wish to be present.
- ☐ I/We request the initial inspection of my unit, but I will not be present.

Contact me/us to arrange for the inspection.: _____ [Resident's phone]

(If requesting initial inspection, check only one option below)

- ☐ I/We waive my right to 48-hours' notice by the Landlord prior to his/her entry of the unit to perform the initial inspection, pursuant to Civil Code section 1950.5(f)(1)
- ☐ I/We want Landlord to provide 48-hours' notice prior to his/her entry of the unit to perform the initial inspection

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Landlord		_____ Landlord's Agent	_____ Date

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