

STANDARD RESIDENTIAL RENTAL AGREEMENT
THIS IS A BINDING CONTRACT. PLEASE READ IT CAREFULLY.

_____/_____/_____
Full Name Birth Date Social Security Number
_____/_____/_____
Full Name Birth Date Social Security Number
_____/_____/_____
Full Name Birth Date Social Security Number
_____/_____/_____
Full Name Birth Date Social Security Number

hereinafter called Resident(s), witnesseth: hereby rents from Landlord, those certain premises located at:

Street Address Unit# City State Zip Code

including _____ (appliances, garage, other amenities, etc.).

No ADDITIONAL PERSON SHALL OCCUPY SAID PREMISES, OR ANY PART THEREOF, WITHOUT LANDLORDS' PRIOR WRITTEN CONSENT

Owner/Agent rents to Tenant(s) and Tenant(s) rent(s) from Owner/Agent the real property and improvements as described forthwith ABOVE. This Residential Rental Agreement (hereafter referred to as the "Agreement") is made this ____ day of _____, 20____, between _____, (hereafter called "Owner/Agent"), and _____ (hereafter called "Tenant(s)"). The Owner/Agent and Tenant(s) shall herein after collectively be referred to as the "Parties". Agent is authorized to collect all payments including rents, manage the Premises and Property, receive, and execute all notices as Owner's Agent, and to act for the Owner in any legal proceeding relating to this Agreement. Agent is authorized to represent for any legal proceeding.

1. PROPERTY:

The term "Premises" shall be defined as _____. The Premises (**check only one of the following**): is is not controlled by a local government rent adjustment or just cause for eviction ordinance or law. The Premises shall only be used as the principal residence of the Tenant(s) and for no other purpose.

2. TERM: – The term of this Agreement is (**check only one of the below**):

for a month-to-month tenancy, commencing on _____ 20____, and continuing month-to-month thereon until terminated by either party pursuant to California law.

for a fixed-term tenancy, commencing on _____ 20____, and terminating on _____ 20____

Tenant(s) shall vacate the Premises upon termination of Agreement, unless: (1) Owner/Agent and Tenant(s) have extended this Agreement in writing or signed a new Agreement; (2) mandated by local rent control law; or (3) Owner/Agent accepts Rent from Tenant(s) (other than past due Rent), in which case a month-to-month tenancy shall be created. A month-to-month tenancy may be terminated by either party. All other terms and conditions of this Agreement shall remain in full force and effect. If actual commencement of occupancy of the Premises is delayed because of construction, maintenance, or the holding over of a prior tenant, Owner/Agent shall not be liable to Tenant(s) in any respect for said delay, and this Agreement shall remain in full force, subject to the following: (1) The rent shall be abated on a daily basis during such delay; and (2) Tenant(s) may terminate this Agreement by giving written notice to Owner/Agent no later than the third business day of said delay, whereupon Tenant(s) shall be entitled to a refund only of Tenant('s') Security Deposit and any advanced Rent paid.

3. RENT:

The term "Rent" shall be defined as all monetary obligations under this Agreement and/or supporting documents, except Tenant('s') security deposit. Tenant(s) agree(s) to pay the monthly Rent for Apartment/Unit Number _____, in the amount of \$_____ for the Term of this Agreement pursuant to Paragraph 2. Should the term commence on a day other than the _____, Tenant shall pay a prorated amount of \$_____ for the second month's rent. Payments shall be delivered to: _____

(Owner/Agent's name)

4. NOTICE OF CALIFORNIA STATEWIDE RENT CONTROL:

As of July 1, 2020, Owner/Agent is required by applicable law to provide Tenant(s) with Notice regarding statewide rent control and just cause evictions. Please see the Statewide Rent Control Notice, attached as Addendum.

5. SECURITY DEPOSIT:

On or before _____ Tenant(s) shall deposit with the Owner/Agent the sum of \$_____ as a Security Deposit to secure Tenant(s)' faithful performance of the terms of this Agreement. After all the Tenant(s) have vacated, leaving the Premises vacant, the Owner/Agent may use the Security Deposit for the following purposes: 1) repair of damages to the Premises and/or Property, exclusive of ordinary wear and tear; 2) cleaning of the Premises and/or Property to return it to the condition in which it existed at the inception of Tenant(s)' tenancy; 3) unpaid Rent as outlined in Paragraph 3 or any other Payments outlined in Paragraph 7; and 4) Tenant(s)' failure to restore, replace, or return Owner/Agent's personal property, which includes and is not limited to premises keys and gate and/or garage door transmitters, or appurtenances of Owner/Agent. Tenant(s) may not use the Security Deposit for Rent owed during the Term of this Agreement. Owner/Agent shall not be obligated to pay Tenant(s) interest in connection with the Security Deposit, except where required by law. If all or any portion of the Security Deposit is used during the tenancy, Tenant(s) agree(s) to reinstate the total Security Deposit within three (3) business days following service of written notice to Tenant(s). The Security Deposit is applicable to each Tenant jointly and need not be accounted for until the expiration of the Term of this Agreement and all Tenants and/or guests and invitees have vacated the Premises. The full amount of any refund due at such time may be payable jointly to all Tenants or individually to any Tenant and it shall be the responsibility of all Tenants to divide the refunded Security Deposit. Each Tenant shall be considered the agent of each and every other Tenant for the purpose of payment of any Security Deposit refund. Owner/Agent shall not be liable to any Tenant for the failure of any other Tenant to equitably divide any refund. It shall be the Tenant(s)' responsibility to furnish a forwarding mailing address upon vacating the Premises following the termination of this Agreement. If Tenant(s) fail(s) to furnish a forwarding mailing address to Owner/Agent, Owner/Agent shall mail any statements and/or any Security Deposit refund to the mailing address of the Premises. Use, disposition, and accounting of the Security Deposit is governed by law.

6. ACCOUNTING:

Monies accepted and received by Owner/Agent from Tenant(s) shall be applied first to Late Charges, NSF fees, other charges due, and owing replenishment of Security Deposit, past due Rent and last to current Rent due and owing. Use, disposition, and accounting of the Security Deposit is governed by law.

7. PAYMENTS:

a) Tenant shall pay the first month's Rent of \$_____ and the Security Deposit in the amount of \$_____ for a total of \$_____, which shall be paid in the form of money order or cashier's check and is due prior to taking possession of the Premises.

b) The monthly Rent and any other charges due shall be paid by Tenant(s) and received by Owner/Agent on the ____ of each calendar month Rent is due according to the Term of this agreement. Rent in the form of good funds must be received by Owner/Agent on or before the date stated above in order to be considered in compliance with the terms of this Agreement and is delinquent the following day.

c) Owner/Agent may require Rent to be paid in cash for three (3) consecutive months and all future Rent to be paid by cash, Money Order, or Certified Cashier's check (hereafter referred to as "Certified Funds") if any check is returned for non-sufficient funds ("NSF") or because Tenant(s) stop(s) payment.

d) If the Commencement Date falls on any day other than the day Rent is payable under Paragraph 7b, and Tenant(s) has/have paid one (1) full month's Rent prior to the Commencement Date, Rent for the second calendar month of the Term shall be prorated based on the number of days in the month pursuant to the Commencement Date.

e) All payments shall be delivered by Tenant(s) to Owner/Agent at the following location: _____, from the hours of _____ to _____ and days of the week of _____.

f) Tenant(s) acknowledge(s) and agree(s) that Owner/Agent may apply any payment made by Tenant(s) to any monetary obligation owed by Tenant(s) to Owner/Agent, notwithstanding any specific obligation, date, or other direction or directive accompanying any such payment, whether written on the form of payment or in any other communication. Tenant(s) also acknowledges and agrees that any attempt by Tenant(s) or anyone on Tenant(s)' behalf to allocate a payment in any way contrary to Owner/Agent's intended allocation of said payment shall be null and void and of no effect, including the use or application of a restrictive endorsement on the face or any other part of the check or payment.

8. LATE CHARGE:

Any Rent paid after the _____ day of each month in which it is due is considered Late. Any Late Rent must be tendered in Certified Funds. If Owner/Agent serves a "Notice to Pay Rent or Quit" on Tenant(s) at any time, including prior to the _____ day of the month, Tenant(s) must tender Rent in Certified Funds. No personal checks will be accepted for Late Rent. Tenant(s) acknowledge(s) that late payment of Rent may cause Owner/Agent to incur costs and expenses. These costs may include, but are not limited to, processing, accounting expenses, lost opportunity, late charges that may be imposed on Owner/Agent by the terms of any loan secured by the property, costs for additional attempts to collect Rent, and preparation of notices. Therefore, if any installment of Rent due from Tenant(s) is not received by Owner/Agent by the ___ day of the month in which it is due, then Tenant(s) shall pay to Owner/Agent a Late Charge equal to 6% or _____ of the monthly Rent, which may be deducted from Tenant(s)' security deposit, as determined by Owner/Agent. Owner/Agent and Tenant(s) agree(s) that this Late Charge represents a fair and reasonable estimate of the costs that Owner/Agent may incur by reason of Tenant(s)' late payment. Any Late Charge due shall be paid with the current installment of Rent. Owner/Agent's acceptance of any Late Charge shall not constitute a waiver as to any default of Tenant(s), nor shall it prevent Owner/Agent from exercising any other applicable rights and/or remedies as provided by law in connection with this Agreement.

9. RETURNED CHECK CHARGE/NON-SUFFICIENT FUNDS:

Tenant(s) agree(s) to pay to the Owner/Agent \$_____ as a Non-Sufficient Fund ("NSF") fee for the first returned check and \$_____ as an NSF fee for each additional returned check, either or both of which shall compensate the Owner/Agent for handling and bank costs of any returned Rent check and to reimburse the Owner/Agent for the amount due immediately upon demand by Certified Funds. Any Rent payment check returned may be subject to a Late Charge as described in Paragraph 8. Owner/Agent may require Tenant(s) tender payment for NSF fees in Certified Funds.

10. OCCUPANTS:

The Premises is rented for residential purposes only and shall not be occupied by any person other than those designated in this Agreement as a Tenant, with the exception of the following named persons:

OCCUPANTS

_____	_____	____/____/____
Occupant 1:	Relationship	Birthdate
_____	_____	____/____/____
Occupant 2:	Relationship	Birthdate
_____	_____	____/____/____
Occupant 3:	Relationship	Birthdate
_____	_____	____/____/____
Occupant 4:	Relationship	Birthdate

No other person may occupy the Premises or any part thereof without Owner/Agent's prior written consent. If Owner/Agent, with prior written consent, permits additional persons to occupy the Premises, the Rent shall be increased by % for each additional Occupant. Any person staying fourteen (14) cumulative days or longer, without the Owner/Agent's written consent, shall be considered an Occupant of the Premises, and constitute a material breach of this Agreement.

Any Occupant, including minor children of the Tenant(s), has/have no independent right(s) of tenancy separate from the rights of the Tenant(s). Upon the last Tenant vacating the Premises, all other Occupants and guests must contemporaneously vacate the Premises even if the Tenant(s)' minor child(ren) has/have reached the age of maturity. Upon the vacating of the Premises by the last Tenant in possession, Owner/Agent may adjust the rent pursuant to law.

11. PARKING:

Tenant(s) (check only one of the following): is are not assigned a parking space number _____, and it may be moved at the sole discretion of the Owner/Agent at any time during the Term of this Agreement. Parking (check only one of the following): is is not included in the Rent, pursuant to Paragraph 3. If parking is not included in the Rent, the parking space fee shall be an additional \$_____ per month. A change in an assigned parking space shall not constitute a reduction in services. Tenant(s) may only park an operational vehicle that is registered in the Tenant(s)' name(s) with the exception of trailers, boats, campers, buses, and commercial trucks. Tenant(s) shall park in the assigned parking space only and shall keep it clean during the Term of this Agreement. Tenant(s) is/are prohibited from permitting any other person to use parking spaces on the Property. No vehicle or item may

be stored in Tenant(s)' assigned parking space without prior written consent of Owner/Agent. Tenant(s) may not wash, maintain, repair, conduct mechanical work, or paint his/her/their vehicle anywhere on the Property. Any vehicle that is leaking any substance must not be parked anywhere on the Property. Any vehicle belonging to Tenant(s); Occupants; and/or their guests; invitees; or licensees that is parked on the Property may be towed away at Tenant(s) expense if it is illegally parked; is not registered and non-operational; is parked in a manner that causes an unsafe or hazardous condition; or is parked in any unauthorized area.

12. STORAGE and PERSONAL PROPERTY:

Tenant(s) (**check only one of the following**): is are not assigned a storage space number _____, and it may be moved at the sole discretion of the Owner/Agent at any time during the Term of this Agreement. Storage (**check only one of the following**) is is not included in the Rent, pursuant to Paragraph 3. If storage is not included in the Rent, the storage space fee shall be an additional \$_____per month. A change in an assigned storage space shall not constitute a reduction in services. Any of Tenant(s)' personal property stored in any storage space shall be removed immediately upon termination of this Agreement. In the event said property is not removed, Owner/Agent may dispose of the personal property in the manner prescribed by law. In no event shall Tenant(s) store any hazardous, flammable, toxic, or inherently dangerous materials, other than those incidental to ordinary household use in anywhere in the Premises or on the Property.

Other than prescribed by law, the Owner/Agent assumes no responsibility for loss or damage to Tenant(s)' personal property, whether in the Premises, on the Property, or in an assigned storage space. Further, Tenant(s) agree(s) to accept this Agreement and it shall serve as Notice that any personal property left anywhere in the Premises or on the Property, other than storage space specifically assigned to the Tenant(s), shall be removed and/or discarded without further notice. Owner/Agent shall be under no obligation to determine the ownership of personal property prior to removal.

13. UTILITIES:

Tenant(s) shall pay for **all utilities except** the following Utilities and Utility related items, if checked:

WATER GAS ELECTRICITY WASTEWATER TRASH _____

Payment of Utilities that are identified in this Paragraph and any related charges shall be the sole responsibility of Tenant(s), which shall be placed and maintained in his/her/their own name(s) with the applicable utility provider(s) within three (3) business days of taking possession of the Premises. Tenant(s); Occupants; and/or their guests; invitees; or licensees shall comply with government and utility company requirements to limit, restrict and conserve the use or consumption of water; gas; electricity; garbage; or recyclable products or services. Any changes that become necessary to comply with requirements shall not constitute a decrease in housing services or entitle Resident(s) to a reduced rent or value of the Premises. Tenant(s) shall pay any increase in utility rates, fees, charges, and fee/charges/finances/assessments imposed for the use, excessive or misuse of the utility by Tenant(s) as required by government or utility provider; and shall be in accordance with the terms of this Agreement. Tenant(s) shall only use Utilities for normal household purposes and shall not make excessive or unreasonable use of Utilities. In the event that Tenant(s) make(s) excessive or unreasonable use of Utilities paid for by Owner/Agent, Owner/Agent may charge Tenant(s) for such use and said billing shall become due and payable, in full, as additional rent together as permitted by law with the regular monthly Rent on the first day of the next month following the date of such billing. Tenant(s) shall not allow Utilities to be disconnected (including disconnection for failure to pay bills) until Tenant(s) has/have given proper written notice, Tenant(s) has/have returned possession of the Premises to the Owner/Agent, and the Term of this Agreement has expired. If Tenant(s) fail(s) to pay any Utility charges, Owner/Agent may, at an option, pay said charges to retain continuing Utilities service and may bill Tenant(s) for any said charges paid by Owner/Agent. To the extent lawful and legally permissible Owner/Agent reserves the sole right to select the utility service providers permitted to provide services in the Premises and to Tenants, and to make administrative and other changes to the nature and scope of all Utilities paid for by Owner/Agent including but not limited to, changing service providers, changing cable TV channels (where provided), etc. Tenant(s) shall also pay for any cost for conversion by any utility provider.

If any Utility is not separately metered, Tenant(s) shall pay his/her/their proportional share, as reasonably determined, and directed by the Owner/Agent. Owner/Agent is only responsible for installing and maintaining one (1) useable telephone jack and telephone line in the Premise.

14. CONDITION OF PREMISES:

Tenant(s) acknowledge(s) that the Premises has been inspected by Tenant(s). Tenant(s) acknowledge(s) that the Premises has been cleaned and that all furniture; furnishings; items; fixtures (**including smoke alarm(s) and carbon monoxide detector(s)**); appliances; appurtenances; and landscaping is/are in complete working order, appearance is acceptable, and the Premises is in habitable condition as described in the Move-In/Move-Out Form, attached to

this Agreement. Tenant(s) agree(s) to keep the Premises in a neat and sanitary condition and to immediately reimburse Owner/Agent for any sums reasonably necessary to repair any item, fixture or appurtenance that requires service due to misuse or negligence by Tenant(s); Occupants; and/or their guests; invitees; or licensees.

15. GARBAGE DISPOSAL, TRASH and DRAINS:

Tenant(s) shall not put in the disposal celery, rice, grease, onion skins, potato skins, animal bones, produce rinds, oil, produce pits, seeds, or anything else that might stop up and cause unnecessary stoppage of the garbage disposal or pipes connected to it. Hot water is recommended when using the disposal. Tenants shall attempt to not allow hair or other foreign objects to go down any drain, as this will also create a stoppage. Cost of repairs or stoppage of waste pipes or drains, water pipes, plumbing fixtures or overflow caused by the negligent, improper usage, or introduction of foreign articles or materials shall be the responsibility of and must be paid for by the Tenant(s). Further, Tenant(s) agree that no trash or other material shall be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance, or regulation. Premises must be kept clean and sanitary and free from objectionable odor.

16. MAINTENANCE:

Tenant(s) shall properly use, operate, and safeguard the Premises including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant(s) shall be responsible for checking and maintaining all smoke detectors and carbon monoxide devices and phone lines beyond the one (1) useable telephone jack and telephone line that Owner/Agent has provided in good working order in the Premises. Tenant(s) shall immediately notify Owner/Agent, in writing, of any problem, malfunction, or damage to any portion of the Premises. Failure to do so shall be deemed a substantial material breach of this Agreement. Tenant(s) shall be liable for any and all repairs or replacements needed due to Tenant(s)' misuse or negligence. Tenant(s) shall also be liable for damage done by pets of Tenant(s); Occupants; and/or their guests; invitees; or licensees. Tenant(s) shall be liable for any and all damage to Premises as a result of Tenant(s)' failure to report a problem within three (3) business days. Tenant(s) shall be charged for repair of garbage disposal, drain blockages or stoppages due to misuse or negligence by Tenant(s); Occupants; and/or their guests; invitees; or licensees.

Tenant(s) may also be responsible for repair or replacement of the garbage disposal where the cause of damage has been determined to be a result of bones, grease, pits, or any other item which may cause blockage of the mechanism. Tenant(s) is/are responsible for immediately notifying Owner/Agent, in writing, of any conditions that may require repair, replacement, or service or which could be a threat to other Tenant(s); Occupants; and/or their guests; invitees health or which could lead to a substandard or uninhabitable condition of the premises. Tenant(s) shall immediately pay Owner/Agent for all damage caused by Tenant(s), Occupants, guests, invitees, and licensees. Tenant(s) shall also pay for any damage and costs associated with the failure to report said conditions to Owner/Agent in a timely manner. Among other things, the failure to notify the Owner/Agent in a timely manner shall constitute a material breach of this Agreement.

17. NEIGHBORHOOD CONDITIONS and SECURITY:

Tenant(s) is/are solely responsible for determining if the Property's neighborhood and area are satisfactory. This includes proximity to schools, public transportation, parks, law enforcement, crime, felons, registered sex offenders, fire protection, public safety, noise, traffic, commercial or industrial properties, construction, electromagnetic fields ("EMF"), animals, common area facilities, personal needs facilities, personal preferences or requirements, technology, hazards, location and impact of culture, religious or other needs of Tenant(s).

Owner/Agent makes no representation that the Property or Premises is "secure" or that the Property is safe from theft, injury, or damage. The Property may have gates; fences; and locks, which are not a warranty of protection, nor are they provided for the protection of the Tenant(s); Occupants; and/or their guests; invitees; or licensees. Tenant(s) shall protect his/her/their own personal property and contact police of suspicious activities, persons, or events on or about the Property or Premises.

18. NOISE and DISRUPTIVE ACTIVITIES:

Tenant(s); Occupants; and/or their guests; invitees; or licensees shall not disturb; annoy; endanger; and/or inconvenience other tenants of the Property; neighbors; Owner/Agent; or workmen, nor violate any federal; state; or local law, nor commit and/or permit waste and/or nuisance in the Premises or on the Property. Further, Tenant(s); Occupants; and/or their guests; invitees; or licensees shall not do or keep anything in the Premises or on the Property that will obstruct spaces available to other tenants. Lounging or unnecessary loitering on public balconies or common hallways that interfere with the convenience of other tenants is prohibited. Tenant(s); Occupants; and/or their guests; invitees; or licensees' acknowledge that said violation of the aforementioned Tenant(s); Occupants; and/or their guests; invitees; or licensees' acknowledge that said violation of the aforementioned shall be deemed a material breach of this Agreement by Tenant(s).

19. ANIMAL/PET:

Unless otherwise required or permitted by law, no animals/pets shall be kept in the Premises or on the Property without Owner/Agent’s prior written consent. Tenant(s) shall not feed, house, or care for any animals/pets not permitted by Owner/Agent. Tenant(s) shall refer to the Pet Addendum for a list of permitted animals/pets, if any, and information about Companion Animals is attached to this Agreement as Addendum, and all Tenants shall comply with the terms of that Addendum.

20. SMOKING:

Smoking of any substance by Tenant(s), Occupants, guests, invitees, and licensees is strictly prohibited in or outside the Premises or Property.

Resident(s) is/are responsible for all damage caused by smoking, including the cost of cleaning the Premises, repainting, and replacement of floor coverings or other real or personal property regardless of when last cleaned or replaced.

21. RULES AND REGULATIONS:

Tenant(s) agree(s) to comply with all Owner/Agent rules and regulations that are at any time posted on the Property or delivered to Tenant(s). Tenant(s), Occupants, guests, invitees, and licensees shall not disturb, annoy, endanger, or interfere with other Tenant(s), or use the Property or Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises. Tenant(s), Occupants, guests, invitees, and licensees shall comply with all homeowner association (“HOA”) covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. Decisions of the HOA that limit or restrict in any manner use or access to Property common areas due to the conduct of Tenant(s), Occupants, guests, invitees, and licensees shall be binding. Any fee, fine, or charge imposed by the HOA including the failure of Tenant(s), Occupants, guests, invitees, and licensees to comply with the requirements of the HOA shall be paid by Tenant(s) on or before the due date. Tenant(s) shall also comply with all Rules and Regulations, attached to this Agreement as an Addendum).

22. ALTERATIONS/REPAIRS:

Unless otherwise specified by law, Tenant(s) shall not make any alterations, repairs, or improvements in the Premises or on the Property, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), or using screws, fastening devices, nails, adhesive materials or other items without Owner/Agent’s prior written consent. Tenant(s) shall use Owner/Agent approved vendors. If Tenant(s) re-keys existing locks or other opening devices, Tenant(s) shall immediately deliver copies of all keys to Owner/Agent. Tenant(s) shall pay all costs and charges related to loss of any keys or opening devices. Tenant(s) may not remove locks, even if installed by Tenant(s). Tenant(s) shall not store any personal property on the property outside his/her/their Premises. Tenant(s) shall surrender the Premises, upon expiration or termination of this Agreement, in the same condition as received, except for ordinary wear and tear, and shall clean the Premises to Owner/Agent’s reasonable satisfaction. Owner/Agent shall not be liable for the costs of alterations, repairs, or improvements made by Tenant(s). Tenant(s) shall not deduct from Rent the costs of any alterations, repairs, or improvements. Any deduction made by Tenant(s) shall be considered unpaid Rent and a material breach of this Agreement. Where a repair is the responsibility of the Owner/Agent, Tenant(s) shall notify Owner/Agent, in writing. Tenant(s) failure to comply with the Paragraph shall be deemed a material breach of this Agreement.

23. OWNER/AGENT RIGHT OF ENTRY/ KEYS, TRANSMITTER, ACCESS CODES:

Tenant(s) shall not rekey the Premises without the written consent of Owner/Agent. Tenant(s) shall not remove, change or disable any lock within the Premises or Property.

___Keys have been provided to the Premises. (___ door ___mail box)

___As applicable, keys and/or access codes have been provided for Common Areas.

___Laundry room keys___)

___As applicable, access codes and/or transmitters have been provided to the Entry Gate. (_____))

___As applicable, access codes and/or transmitters have been provided to the garage.

24. OWNER/AGENT RIGHT OF ENTRY:

Tenant(s) shall make Premises available to Owner/Agent for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors, **or as**

otherwise deemed necessary by Owner/Agent to determine need for or adequacy of maintenance, repairs or improvements and Tenant(s) agree that twenty-four (24)-hour written notice shall be reasonable notice, except as follows. Forty-eight (48)-hour written notice is required to conduct an inspection of the Premises prior to the Tenant(s) moving out unless the Tenant(s) waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers, pursuant to law.

No notice is required to enter in case of an emergency, or where Tenant(s) is present and consents at the time of entry, or where Tenant(s) appears to have abandoned or surrendered the Premises. Additionally, no written notice is required if Owner/Agent and Tenant(s) orally agree to an entry for agreed services or repairs if the date and time of entry are within one (1) week of the oral agreement.

Owner/Agent is permitted to make all alterations, repairs and maintenance that in Owner/Agent's judgment is necessary to perform. Additionally, Owner/Agent have the right to enter pursuant to Civil Code section 1954.

If the work performed requires that Tenant(s) temporarily vacate the unit, then Tenant(s) shall vacate for this temporary period upon being served a seven (7)-day notice by Owner/Agent. Tenant(s) agrees that in such event that Tenant(s) will be compensated solely by a corresponding abatement of rent for the number of days Tenant(s) were temporarily displaced. No other compensation shall be offered to the Tenant(s). If the work to be performed requires the cooperation of Tenant(s) to perform certain tasks, then those tasks shall be performed upon serving twenty-four (24) hours written notice by Owner/Agent. (Example: removing food items from cabinets so that the unit may be treated for pests)

25. SIGNS:

Tenant(s) authorize(s) Owner/Agent to enter, place and display for sale, lease or exchange signs on the Property or the Premises that is in plain view of the public. Tenant(s) shall not post or display any signs except political signs where they can be viewed by other tenants or by the general public, in violation of the law.

26. SUBLETTING or ASSIGNING:

Tenant(s) shall not sublet any part of Premises, assign, or transfer this Agreement or any interest in it, including but not limited to Parking Spaces and Storage Spaces, without Owner/Agent's prior written consent. Unless such consent is obtained, any assignment, transfer, or subletting of Premises or any other part of this Agreement, by voluntary act of Tenant(s), operation of law, or otherwise may terminate this Agreement, as determined by Owner/Agent. Any proposed assignee, transferee, or sublease shall submit to Owner/Agent an application and credit information for Owner/Agent's approval; and, if approved, sign a separate written Residential Lease Agreement with Owner/Agent and Tenant(s) of the Premises. Owner/Agent's consent to any one assignment, transfer, or sublease shall not be construed as consent to any subsequent assignment, transfer, or sublease and does not release Tenant(s) of his/her/their obligations under this Agreement.

27. JOINT and SEVERAL LIABILITY:

Whether or not Tenant(s) is/are in possession of the Premises, the Tenant(s) shall be jointly and severally liable for all Rent incurred during the Term of this Agreement and for all damages caused or permitted by the Tenant(s), Occupants, guests, invitees, and licensees. A breach or abandonment by one or more Tenant shall not terminate this Agreement and shall not relieve the remaining Tenant(s) from completing and fulfilling the terms of this Agreement.

28. TENANT(S) OBLIGATIONS UPON VACATING PREMISES:

Upon termination of this Agreement, Tenant(s) shall: (1) give Owner/Agent all copies of all premises keys and gate and/or garage door transmitters to the Premises and Property, which includes any common areas; (2) vacate and surrender Premises to Owner/Agent, and remove personal property; (3) vacate any/all parking and/or storage spaces; (4) clean and deliver Premises, as required by this Agreement and law; (5) remove all debris; (6) give written notice to Owner/Agent of Tenant(s)' forwarding mailing address. All alterations and/or improvements made by or caused to be made by Tenant(s), with or without Owner/Agent's consent, becomes Owner/Agent's property upon termination, pursuant to law. Owner/Agent may charge Tenant(s) for restoration of the Premises to the condition it was in prior to the Term of this Agreement.

29. PRE-MOVE OUT INSPECTION:

Within a reasonable time after written notification of either Party's intention to terminate this Agreement, Tenant(s) may request an initial inspection with the right to be present at the inspection. If a Tenant(s) request(s) an initial inspection in writing, then Owner/Agent shall make an initial inspection at a reasonable time, but no earlier than two (2) weeks before the termination of the Agreement date and prior to any final inspection that Owner/Agent makes after Tenant(s) have vacated the Premises. Owner/Agent and Tenant(s) agree(s) to forgo and hereby waive the requirement of at least forty-eight (48) hours' prior written notice by Owner/Agent to Tenant(s) of the date and time for the inspection. The inspection shall proceed whether Tenant(s) are present or not, unless Tenant(s) previously

withdrew his/her/their request in writing, for the inspection. Based on the initial inspection, Owner/Agent shall leave a copy of a preliminary itemized statement in the Premises specifying repairs, replacements, or cleaning for which Owner/Agent intends to make deductions from the Security Deposit. Tenant(s) shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy the specified deficiencies in a manner consistent with the rights and obligations of the Parties under this Agreement, in order to avoid deductions from the Security Deposit, if Owner/Agent provides written consent. If Tenant(s) chooses to do so, Tenant(s) may hire a licensed and insured professional to return the Premises to its condition prior to the Term of this Agreement. This provision concerning an initial inspection does not apply when the tenancy is terminated pursuant to California Civil Code section 1161, subdivisions (2), (3), or (4).

30. EARLY TERMINATION:

In the event Tenant(s) terminate this Agreement prior to the completion of its Term, Tenant(s) shall be liable for lost Rent, rental commissions, advertising expenses, and painting costs necessary to prepare the Premises for re-rental. Owner/Agent may withhold any said loss from Tenant(s)' Security Deposit, consistent with law.

Tenant(s) performance of, and compliance with, each of the terms of this Agreement constitute a condition on Tenant(s) right to occupy the Premises and any failure of compliance or performance by Resident(s) shall allow Owner/Agent to forfeit this Agreement and terminate Tenant(s)' right to possession of the Premises.

Should Owner/Agent terminate this Agreement prior to expiration of the Term, Tenant(s) shall be responsible for lost Rent, rental commissions, advertising expenses, repairs, replacements, restoration, and costs necessary to ready Premises for re-rental of the Premises. These amounts may be deducted from the Tenant(s) Security Deposit in addition to all other remedies available to Owner/Agent.

31. ABANDONMENT:

Within the meaning of Civil Code section 1951.2, where the Rent has been unpaid for fourteen (14) consecutive days and Tenant(s) are absent from the Premises for fourteen (14) consecutive days, Owner/Agent may serve written notice of Owner/Agent's belief that Tenant(s) have abandoned the Premises. If Tenant(s) do(es) not comply with the requirements of Owner/Agent's notice, the Owner/Agent shall take possession of Premises.

32. TEMPORARY RELOCATION:

Tenant(s) shall, upon demand of Owner/Agent, temporarily vacate Premises for a reasonable period of time to allow for fumigation or repairs to the Premises. Tenant(s) shall comply with all requirements necessary to prepare the Premises for fumigation or repairs including storage or preparing to store food, medicine, plants, and valuables. Tenant(s) shall be credited Rent equal to the per diem Rent for the period of time that Tenant(s) was/were required to vacate the Premises.

33. DAMAGE TO PREMISES:

If by no fault of Tenant(s), the Premises is wholly damaged or destroyed by fire, earthquake, flood, accident, or other casualty that renders the Premises wholly uninhabitable, Tenants(s) or Owner/Agent may terminate this Agreement by giving the other a written notice to terminate. Rent shall be abated on the date the Premises became uninhabitable. If damage was the result of an act of Tenant(s); Occupants; guests; invitees; or licensees, the Owner/Agent may terminate this Agreement and no reduction or abatement of Rent shall be made.

34. INSURANCE:

Tenant(s) shall (**check only one of the following**): obtain at their option maintain their own personal property insurance policy to cover any losses sustained to Tenant(s), Occupants, guests, invitees, or licensees' personal property or vehicle. Tenant(s) acknowledge that Owner/Agent does not maintain insurance covering personal property damage or loss, including, but not limited to, damages or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other cause. Owner/Agent shall not be liable for these occurrences. It is acknowledged that Tenant(s)' insurance policy shall solely indemnify Tenant(s) for any losses sustained. Tenant(s)' failure to maintain said policy shall be a complete waiver of Tenant(s)' right(s) to seek damages against Owner/Agent for the aforementioned losses. The Parties acknowledge that the Premises are not considered a security building that would hold Owner/Agent to a higher degree of care. Tenant(s) shall obtain personal liability insurance with minimum coverage in the amount of **\$100,000.00 or more** to cover any losses sustained to Tenant(s); Occupants; guests; invitees; or licensees' personal property or vehicle.

35. LIQUID FILLED FURNITURE/APPLIANCES/TANKS:

No liquid-filled furniture, appliances, nor aquarium tanks shall be permitted in the Premises, except in compliance with Civil Code section 1940.5. If Tenant(s) elect(s) to have any liquid-filled furniture, appliances, or aquarium tanks of ten (10) gallons or more, Tenant(s) shall obtain written consent from the Owner/Agent. Owner/Agent may deny or condition approval of the installation of the liquid-filled furniture, appliances, or aquarium tanks to preserve and protect the Premises or Property. If the Owner/Agent provides approval, Tenant(s) shall provide any applicable

deposit, obtain applicable insurance pursuant to California law, and provide Owner/Agent with a certificate of renters' insurance.

36. WAIVER:

Tenant('s') acceptance of Rent with the knowledge of any default or violation of any term or condition of this Agreement by the Tenant(s), or waiver by the Owner/Agent of any material breach of this Agreement shall not constitute a waiver of subsequent breaches of the same or different Agreement terms. No waiver by Owner/Agent of any provision of this Agreement will be considered to have been made unless expressed in a writing signed by the Owner/Agent.

37. NOTICES:

With the sole exception of maintenance requests, all notices to the Owner/Agent shall be served by certified mail to the Owner/Agent. Days and hours of operations are Monday – Friday from 8:00 a.m. to 5:00 p.m.

Owner/Agent: _____

Physical Address: _____

Telephone Number: _____

Notices served on one Tenant shall constitute service of the notice on all Tenant(s). Notices shall be in writing and may be served at the following addresses or other location subsequently designated by written notice to the other party: _____

Tenant(s) shall be served:

At the Premises: _____

Other Address: _____

Tenant(s) E-mail Address: _____

38. ESTOPPEL CERTIFICATE:

Within three (3) business days following receipt of written notice, Tenant(s) agree(s) to execute and deliver an estoppel certificate as submitted by Owner/Agent acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified, documenting said modifications. Failure to comply shall be deemed Tenant('s') acknowledgment that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by a lender or purchaser.

39. TENANT REPRESENTATION IN APPLICATION and CREDIT:

Tenant(s) warrant(s) that all statements in Tenant('s') rental application(s) are accurate, including those related to credit, creditworthiness, ownership of animals, employment, prior landlord/tenant relationships and residency, (including whether Tenant(s) has/have been named in an action for unlawful detainer). Tenant(s) authorize(s) Owner/Agent to obtain Tenant(s) credit report(s) periodically during tenancy in connection with the modification or enforcement of this Agreement. Owner/Agent may cancel this Agreement upon the following conditions: (1) before occupancy begins; (2) upon disapproval of the credit report(s); or (3) at any time, upon discovering that information in Tenant(s) application(s) is/are false and/or misleading. A negative credit report reflecting on Tenant(s) record(s) may be submitted to a credit reporting agency if Tenant(s) fail(s) to fulfill the terms of this Agreement.

40. NEGATIVE REPORTS:

Owner/Agent may submit negative credit information about Tenant(s) to credit reporting agencies if Tenants(s) fail(s) to perform the terms this Agreement.

41. OWNER/AGENT'S REPRESENTATIONS:

Owner/Agent warrants that unless otherwise specified in writing, Owner/Agent is unaware of any recorded Notice of Default affecting the Property, any delinquent amount due under any loan secured by the Property, nor any bankruptcy affecting the Property.

42. MEDIATION and ARBITRATION:

Tenant(s) and Owner/Agent (check only one of the following): agree or do not agree to mediate any dispute or claim arising out of this Agreement or any resulting transaction before pursuing arbitration. Mediation fees shall be divided equally between the Parties.

Should any of the Parties commence arbitration remedy without first attempting to mediate or refuse to mediate following a written request to mediate, the refusing Party shall not be entitled to the recovery of attorney's fees and costs under any theory of liability.

If mediation is unsuccessful in resolving any dispute or claim between the Parties, then it shall be resolved through binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. The arbitration shall be held in the County where the Property is located. Any awarded attorney's fees to the prevailing party shall not exceed \$500.00. The decision of the arbitrator shall be final.

Unlawful detainer actions, mechanic's liens, matters involving probate, small claims, and bankruptcy actions are excluded from this Paragraph. Recording an order of attachment, receivership, injunction, pendency of action (lis pendens), or other provisional remedies shall not constitute a waiver of this Paragraph.

43. VENUE:

Tenant(s) agree(s) that any alleged legal disputes arising from a material breach of this Agreement shall be heard in the following jurisdiction: Los Angeles County, unless otherwise stated herein: _____.

44. ATTORNEY'S FEES and COSTS:

In the event Tenant(s) commits a material breach of this Agreement, Owner/Agent shall be entitled to any attorney's fees and costs incurred in the pre-litigation and/or litigation phase(s) in connection to said breach, therewith. If any mediation, arbitration, or legal action is brought by either Party to enforce any part of this Agreement, the prevailing Party shall recover, in addition to all other relief, actual and documented costs and attorney fees. The Parties hereby agree that the maximum amount of recoverable attorney's fees and costs in any single mediation, arbitration, or legal action shall not exceed **\$750.00**. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court.

45. LEAD DISCLOSURES: (check only one of the below):

The Premises was _____ was not built prior to 1978.
If built before 1978, the following must be completed by the Owner/Agent:

Lead Warning Statement

LEAD BASED PAINT/ASBESTOS**

Notice: Tenant(s) are aware that the Premises may contain lead based paint, asbestos, or other toxins which may cause serious injury or death if consumed or ingested into the human body, and Tenant(s) acknowledge that the "Protect Your Family From Lead in Your Home" pamphlet has been called to their attention with respect to notice and information of lead base paint. Having knowledge of these facts, Tenant(s) agree to maintain the premises in a reasonably safe condition, to report to Owner/Agent in writing any condition which may lead to damage or injury because of lead, asbestos or other toxins, and Tenant(s) further agrees to assume the use and occupancy of the herein leased Premises at his own risk and hereby releases Owner/Agent, his agents and/or representative from any claims relating to or sustained as a consequence thereof, and further agrees to hold harmless, defend and indemnify Owner/Agent, his agents and/or representatives from any claims made by Tenant(s), Occupants, guests, invitees, and licensees.

Tenant 1 Initials _____ Tenant 2 Initials _____ Tenant 3 Initials _____ Tenant 4 Initials _____

Owner/Agent's Disclosure (Initial where appropriate)

_____ Owner/Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

_____ Owner/Agent has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.

_____ Owner/Agent knows that lead-based paint and/or lead-based paint hazards are present in the Premises (explain). _____

_____ Owner/Agent has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Tenant(s) with all available records and reports, which are attached to and made a part of this Agreement (list documents). _____

Tenant's Acknowledgement (Initial where appropriate)

**I agree to promptly notify Owner/Agent in writing of any deteriorated and/or peeling paint.

Tenant 1 Initials _____ Tenant 2 Initials _____ Tenant 3 Initials _____ Tenant 4 Initials _____

Real Estate Agent's Acknowledgement (initial, if agent involved)

_____ Owner/Agent has informed the Tenant(s) of the Tenant(s) obligations under 42 U.S.C.4852d and is aware of his/her/their responsibility(ies) to ensure compliance.

46. MOLD NOTICE AND DISCLOSURES:

Owner/Agent has inspected the Apartment/Unit prior to the execution of this Agreement and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant(s) is/are hereby notified that mold can grow if premises are not properly maintained or ventilated. Tenant(s) agree(s) to promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth. Tenant(s) must provide climate control, keep the Premises clean, and take other measures to prevent mold and mildew from accumulating in the Premises. Tenant(s) shall clean and dust the Premises on a regular basis and shall remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant(s) shall not block or cover any of the heating, ventilation, or air conditioning ducts in the Premises. Tenant(s) shall immediately report to the Owner/Agent the following: (1) any evidence of leak or excessive moisture in the Premises; (2) any evidence of mold or mildew-like growth that cannot be removed by Tenant(s) simply wiping the growth with a common household cleaner; (3) any failure or malfunction in the heating, ventilation, air conditioner, or laundry system in the Premises; and (4) any inoperable doors or windows. Tenant(s) shall be responsible for damage to the Premises and Tenant('s') property, as well as injury to Tenant or Tenant('s') invitees resulting from Tenant(s') failure to comply with the above terms.

47. MILITARY ORDINANCE DISCLOSURES:

The Property (**check only one of the following**): is is not located within one (1) mile of an area once used for military training which may contain potentially explosive.

48. ENVIRONMENTAL HAZARDS DISCLOSURES:

A copy of the *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords, And Tenants* (**check only one of the below**):

is is not attached as an Addendum.

49. MEGAN'S LAW DISCLOSURES:

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website 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 the residence and the ZIP CODE in which he or she resides.

50. METHAMPHETAMINE CONTAMINATION:

Owner/Agent (**check only one of the following**): has has not received an order from a health official that prohibits occupancy of the property due to methamphetamine contamination.

51. PERIODIC PEST CONTROL AND USE OF PESTICIDES:

Owner/Agent (**check only one of the following**): has has not entered into a contract for periodic pest control treatment of the Premises. Tenant(s) acknowledge(s) that attached to this Agreement is a copy of the information required to be provided to Tenant(s) under California law pertaining to pest control services and chemicals. Please see the California - *Tenants A Guide to Residential Tenants' And Landlords' Rights And Responsibilities Disclosure*, attached as an Addendum.

52. BED BUG DISCLOSURE:

Owner/Agent has no knowledge of any infestation in the Premises by bed bugs. Tenant(s) shall report suspected bed bug infestation to Owner/Agent, or, if applicable, to the property manager and cooperate with any inspection for any treatment of bed bugs. Owner/Agent shall notify Tenant(s) of any Apartment/Unit inspected by a pest control operator of the findings by such and pertain within two (2) business days of the receipt of the findings. Tenant(s) shall be notified of confirmed infestations within common areas.

a) **Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper in color. Young bed bugs are very small, and their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and

becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

- b) **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about twenty-one (21) days.
- c) **Survival:** Bed bugs can survive for months without feeding.
- d) **Bites:** Because bed bugs usually feed at night, most people are bitten while sleeping and do not realize they were bitten. A person's reaction to insect bites is an immune response, so reactions to a bite varies from person to person. Sometimes it can take days for a person to notice he/she/they were bit, if the bite is noticed at all.
- e) **Common Symptoms:**
 - I. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls
 - II. Molted bed bug skins; white sticky eggs; or empty eggshells.
 - III. Very heavily infested areas may have a characteristically sweet odor.
 - IV. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bugs lesions on their bodies even though bed bugs may have fed on them.
- f) For additional information, see the Internet Website of the United States Environmental Protection Agency and the National Pest Management Association.

53. FLOOD HAZARD DISCLOSURE:

The Property (**check only one of the following**) is is not located in a Special Flood Hazard area. Flooding has the potential to cause significant damage to personal property owned by Tenant(s). The Property is considered to be in a Special Flood Hazard area under the following circumstances:

- a) The Owner/Agent has actual knowledge of the fact.
- b) The Owner/Agent has received written notice from any public agency stating that the Property is located in a Special Flood Hazard area or an area of potential flooding.
- c) The Property is located in an area in which the Owner/Agent's mortgage holder requires the Owner/Agent to carry flood insurance.
- d) The Owner/Agent currently carries flood insurance.

Tenant(s) may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Website of the Office of Emergency Services, My Hazards Tool www.myhazards.caloes.ca.gov.

The Owner/Agent's insurance policy does not cover the loss of the Tenant(s)' personal property. Owner/Agent recommended that the Tenant(s) consider purchasing renter's insurance and flood insurance to insure personal property from loss due to flood, fire, or any other risk of loss.

The Owner/Agent is not required to provide additional information concerning the flood hazards to the Premises or Property and that the information provided is intended to inform the Tenant(s) of said hazard, pursuant to Government Code section 8589.45.

54. FIRE CODE REMINDER:

Pursuant to the International Fire Code, including: Sections 308.3.1 and 308.3.1.1, ban the use of open-flame cooking devices on combustible decks. Open-flame cooking devices are considered to be charcoal burners and other open-flame cooking devices, which shall not be operated on combustible balconies or within ten (10) feet of combustible construction. Liquefied-petroleum-gas-fueled cooking devices are LP-gas burners having an LP-gas container with a capacity greater than two and one half (2.5) pounds [nominal one (1) pound LP-gas capacity], and shall not be located on combustible balconies or within ten (10) feet of combustible construction. No open flame BBQ's are permitted on balconies, no charcoal BBQ's are permitted anywhere on the property, and propane grills must be at least ten (10) feet from any and all buildings on the Property.

55. VALIDITY/SEVERABILITY:

If any Paragraph of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforcement of any other Paragraphs of this Agreement.

56. SATELLITE DISH/ANTENNAS:

Master dish is installed at this property; all installations are to be connected to the master dish. Please call the office _____ to schedule your installation. Unauthorized installations will be removed at the Resident's expense.

No master dish is installed. If Tenant(s) elect to use a satellite dish and/or antenna, Tenant(s) shall first receive written authorization from Owner/Agent to install, maintain, remove, or replace the use of any satellite dish and/or antenna.

57. UPDATES TO PERSONAL INFORMATION:

Tenant(s) agree(s) to complete and provide Owner/Agent with a completed Annual Tenant Personal Information Update form for every Tenant listed on this Agreement. Tenant(s) will be required to provide information including, but limited to emergency numbers, place of employment, vehicle information, and alternate emergency contacts for each Tenant. Failure to provide this information completely and accurately will be considered a violation and/or breach of this Agreement.

58. SMOKE DETECTOR(S) and CARBON MONOXIDE DEVICE(S):

Tenant(s) acknowledge(s) that the Premises had operable smoke detector(s) and carbon monoxide device(s) at the time of initial occupancy. Tenant(s) agree(s) to not interfere with the presence or operability of said smoke detector(s) or carbon monoxide device(s) and to immediately report to the Owner/Agent, in writing, any defects in the condition of any smoke detector(s) and carbon monoxide device(s). Tenant(s) further agree(s) that, if the smoke detector(s) and carbon monoxide device(s) are battery operated, then Tenant(s) shall be responsible for the following: (1) ensuring that the batteries are in operating condition at all times; and (2) replacing the batteries as needed (unless otherwise provided by law). Tenant(s) shall be liable to Owner/Agent for any fire or smoke related damages caused by Tenant(s)' failure to comply with this Paragraph. Owner/Agent shall have no responsibility to monitor the operability of smoke detector(s) and carbon monoxide device(s) during the Term of this Agreement, except where required by law.

59. DEATH IN PREMISES:

A death (**check only one of the following**) has has not occurred in the Premises within the previous three (3) years. If death has occurred within this time period, the death was caused by _____. Pursuant to state law any death caused by HIV is not required to be disclosed.

60. DRUG FREE HOUSING:

Tenant(s), Occupants, guests, invitees, and licensees shall not engage in criminal activity, including drug-related criminal activity, on or near the Property, or in the Premises.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 803). Tenant(s), Occupants, guests, invitees, and licensees shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaged in such activity is/are Tenant(s), any member of Tenant(s), Occupants, guests, invitees, and licensees. Tenant(s), any member of Tenant(s), Occupants, guests, invitees, and licensees shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project Premises, or otherwise. Tenant(s), Occupants, guests, invitees, and licensees shall not engage in acts of violence. Tenant(s), Occupants, guests, invitees, and licensees **shall not use, possess, or grow marijuana on the Property or in the Premises, regardless of the legality or illegality of the same.**

61. PROPOSITION 65 WARNING:

The Property contains at least one of the following chemicals known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to tobacco, smoke, lead and lead components, asbestos, carbon monoxide, and gasoline components. If applicable, please see attached Addendum.

62. POOL/SPA/HOT TUB RULES:

The Premises (**check only one of the following**) does does not include a swimming pool, spa, and/or hot tub ("Pool Area"). Use of the Pool Area is a privilege and not a right. Use of the Pool Area may be restricted or revoked by Owner/Agent if Pool Area rules are not followed, sanitary conditions prohibit use, or maintenance is required or being performed. Owner/Agent may deny or limit access and use of the Pool Area to Tenant(s), Occupants, guests, invitees, and licensees at Owner/Agent's discretion. Pool Area rules may be modified at Owner/Agent's discretion. If applicable, Pool Area rules are attached hereto and incorporated herein as an Addendum.

63. FEDERAL AND STATE LAW COMPLIANCE:

Tenant(s), Occupants, guests, invitees, and licensees shall comply with federal, state, and local laws. Should the Owner/Agent be required to modify, reduce, or eliminate any service or real property improvement due to a requirement of government, it shall not constitute a diminution of value.

64. TENANT(S) RECEIPT OF AGREEMENT:

Tenants(s) shall rent the Premises as described herein subject to the terms and conditions of this Agreement and attached Addenda.

65. TIME OF ESSENCE, ENTIRETY OF CONTRACT:

This Agreement, including all addenda, incorporates all obligations of the Parties. If a paragraph or sentence is invalid, or ineffective, the remaining paragraphs shall be in full force and effect. This Agreement may not be amended, altered, or extended unless in writing and signed by the Parties.

66. OWNER MOVE-IN:

Tenant(s) agree(s) that the Owner/Agent may terminate this Agreement if the owner, elects to occupy or have their spouse, domestic partner, children, grandchildren, parents, or grandparents occupy the Premises.

67. ADDITIONS:

In addition to all sections above, the following terms are added to this agreement:

Executed Agreement Between Owner/Agent and Tenant(s)

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

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities
Approved Form #F11 – 12/20

