



## RENTAL LEASE AGREEMENT

**1. Identification of Lessee and Lessor.** This Agreement is made and entered into on \_\_, between \_\_("Lessee") and Real Property Management Select ("Lessor"), an agent of \_\_("Owner"). Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms in this agreement.

**2. Identification of Premises and Occupants.** Subject to the terms set forth in this Agreement, Lessor rents to Lessee, and Lessee rents from Lessor, for residential purposes only, The Premises located at: (Street Address) \_\_, (City) \_\_, (State) \_\_, (Zip) \_\_, hereinafter referred to as "The Premises". The Premises shall be occupied by the undersigned Lessee and the following minor children: \_\_.

Limits on Use and Occupancy: The Premises are to be used only as a private residence for Lessee and any minors listed in clause 2 of this Agreement, and for no other purpose without Lessor's written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Lessor's written consent, and shall be considered a breach of this Agreement.

**3. Amount and Schedule for the Payment of Rent.** Lessee shall pay Lessor a monthly rent in the amount of \_\_, payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. All monetary obligations under this lease agreement, including but not limited to payment of utility charges, will be deemed as additional rent. **Failure to pay rent, and any other monetary obligations designated as additional rent, may lead to the filing of an unlawful detainer action based on non-payment of rent.** Any payment from Lessee shall be applied to past due balances, if any, then to the current balance due. Rent shall be paid to Real Property Management Select, at 622 Jackson, Fairfield, CA 94533, or at such other place as Lessor may designate. Forms of accepted payment include personal check, certified funds, money order, or online ([www.norcalpm.com](http://www.norcalpm.com)). **Payment processing fees may apply.**

Category	Total Due	Due Date
Rent From _____ to _____	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
Resident Services Fee (See 20-G)	\$ _____	
Security Deposit	\$ _____	
<b>TOTAL</b>	\$ _____	

**4. Defining the Term of the Tenancy.** The term of the lease shall begin on \_\_("Commencement Date") and shall expire on \_\_. **Lessee's Hold Over:** If Lessee remains in possession of The Premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all of terms and conditions hereof except that rent shall then be due and owing at \_\_ per month. Notice shall not be given. In this event, either Lessor or Lessee may terminate this Lease upon giving either party at least thirty (30) days written notice to either party. Should Lessee vacate before expiration of the lease term, Lessee shall be liable for the balance of the rent for the remainder of the lease term, less any rents Lessor collects or could have collected from a replacement Lessee by reasonably attempting to re-rent.

**5. Late Charges.** Because Lessor and Lessee agrees that actual damages for late rent payments are very difficult or impossible to determine, Lessor and Lessee agrees to the following stated late charge as liquidated damages. A late fee of 5% of the original rent amount shall be assessed after the 5th of the month, with an increase of \$10.00 for each additional day that the rent continues to be unpaid. The total late

charge for any one month shall not exceed 10% of the total amount the original rent. Lessor does not waive the right to insist payment of rent in full on the date it is due. Lessor shall apply payments made by Lessee in the following priority order regardless of any specification made by the Lessee: 1- Outstanding debts owed to the Lessor including but not limited to late fees, service fees, NSF charges, repairs that are deemed to be Lessee responsibility. 2- Outstanding deposit payments. 3- Utilities or other services provided under the rental contract. 4- Back rent. 5- Current rent.

#### 6. Returned Check and Other Bank Charges.

- a) In the event any check or ePayment offered by Lessee to Lessor in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Lessee shall pay Lessor a returned check or ePayment charge in the amount of \$35.00.
- b) Lessee understands that if Lessee pays rent with a check or ePayment that is not honored due to non-sufficient funds, Lessee shall be required to pay rent in certified funds only (money order or cashier's check). In that event, Lessor shall give Lessee proper notice, and Lessee agrees to abide by this change.

**7. Amount and Payment of Deposit(s).** A refundable cleaning and damage/security deposit of \_\_\_ is required and cannot be used in lieu of last month's rent. In the event that Lessee does not move in, security deposit shall be applied to rent due. Within 21 days after Lessee has vacated The Premises, Lessor shall furnish Lessee with an itemized written statement of the reasons for, and the dollar amount of, any security deposit retained by the Lessor, receipts for work done or items purchased, if available, along with a check for any deposit balance. In the event that Owner cancels management contract with Lessor, or if Owner requests to hold security deposit(s), Lessee acknowledges that Lessor shall transfer the security deposit(s) to the Owner. Lessee shall indemnify, defend, and hold harmless Lessor in regards to any issues or conflicts with handling of the security deposit(s). Lessor accepts no responsibility for Owner's actions in regards to security deposit(s).

**Right to Pre-Move-Out Inspection and Repairs.** After giving or receiving notice of termination of a tenancy, or before the end of a lease, Lessee has the right to request that an inspection of The Premises take place prior to termination of the lease or rental. If Lessee requests such an inspection, Lessee shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to The Premises as a result of this inspection (collectively, "Repairs") shall be made at Lessee's expense. Repairs may be performed by Lessee or through others, who have adequate insurance and licenses and are approved by the Lessor. Repairs over \$500 must use a general contractor. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Lessee shall: a) obtain receipts for Repairs performed by others; b) prepare a written statement indicating the Repairs performed by Lessee and the date of such Repairs; and c) provide copies of receipts and statements to Lessor prior to termination. This section does not apply when the tenancy is terminated due to eviction proceedings.

**Under section 1950.5 of the California Civil Code,** Lessor may withhold only that portion of the Lessee's security deposit necessary to (1) Remedy any default by Lessee in payment of rent; (2) repair damages to The Premises exclusive of ordinary wear and tear; (3) clean The Premises if necessary to restore it to the same level of cleanliness it was in the beginning of the tenancy; (4) remedy any default by Lessee, under this Agreement, to restore, replace or return any of Lessor's personal property mentioned in this Agreement, including but not limited to the property referred to in Paragraphs 23 and 24.

Refund of deposit is further subject to:

- a) 30 days advance written notice is given to the Lessor giving the specific date the unit shall be vacant and cleaned.
- b) The unit can be shown to prospective renters within 30 days prior to departure with at least a 24 hours notice to Lessee.
- c) Carpets must be professionally cleaned. Lessee is required to provide receipt to Lessor as proof of cleaning.
- d) If keys are not returned to Lessor due to lost keys or other reasons given by the Lessee, Lessee's security deposit shall be charged for the actual cost or replacing any door locks leading from the exterior of the home.

**8. Utilities.** Lessee must notify utility companies of his/her occupancy and responsibility for payment within two (2) days after lease start date (if not done, Lessee shall be charged actual utility costs plus a \$100 accounting fee) for all utilities, including, but not limited to, gas, electricity, water, sewer, garbage, etc., **EXCEPT** as follows: Owner shall pay

Water: \_\_, Sewer: \_\_, Garbage: \_\_, Electricity: \_\_, Gas: \_\_

Lessee shall reimburse Owner by \_\_. Lessee is responsible to stay current on all utility payments. Utility reimbursement will be adjusted from time to time based on fluctuations in referenced billings. Utility reimbursement amount: \_\_

**9. Prohibition of Assignment and Subletting.** Lessee shall not sublet any part of The Premises or assign this Agreement without the prior written consent of Lessor. All persons must fill out an application and be approved by Lessor prior to tenancy. Any person(s) occupying unit without Lessor approval and permission shall be subject to eviction. Lessee shall be responsible for any damages and rents due to Lessor that result from an unapproved occupancy.

**10. Condition of The Premises.** Lessee agrees to (1.) At their own expense and at all times maintain The Premises in a clean and sanitary manner and in good repair, including all equipment, appliances, furniture and furnishings, and upon termination of the tenancy, to return The Premises to Lessor in a condition identical to that which existed when Lessee took occupancy, except for ordinary wear and tear. (2) Immediately notify Lessor of any defect or dangerous conditions in and about The Premises of which they become aware; and (3) Reimburse Lessor, on demand by Lessor, for the cost of any repair to The Premises, including Lessor's personal property therein, damaged by Lessee or their guests or invitees through misuse or neglect.

**11. Possession of The Premises.** If, after signing this Agreement, Lessee fails to take possession of The Premises, Lessee shall still be responsible for paying rent and complying with all other terms of this agreement. In the event that Lessor is unable to deliver possession of The Premises, to Lessee for any reason not within Lessor's control, including, but not limited to failure of prior occupants to vacate or partial or complete destruction of The Premises, Lessee shall have the right to terminate this Agreement. In such event, Lessor's liability to Lessee shall be limited to the return of all sums previously paid by Lessee to Lessor.

**12. Breaking of Lease.** Lessee may select one of two options available to them should the Lessee be unable to honor the term of this Lease Agreement.

- a) Lessee may pay remaining rent, and all other monies owed per obligations of your Lease Agreement, upfront. Upon receipt of all funds, this Agreement shall be terminated. OR,
- b) Lessee may pay a re-advertising fee equal to half of one month's rent, but no less than \$750. This fee will be owed in addition to the current month's rent and all other monies owed per obligation of this Lease Agreement. Upon receipt of re-advertising fee, Lessor will market the property and show The Premises to prospective renters with reasonable notice to enter.

All interested parties must apply through Lessor and acceptance will be subject to Lessor's approval. If option B is chosen by Lessee, Lessor will use its best efforts to locate and qualify a new renter, and will execute a lease once a prospective renter has been approved by Lessor. Despite which option is chosen, Lessee will be responsible for the cost to rekey the property. This Lease Agreement shall be terminated the day prior to the new renter's move in date. Lessee understands they will be responsible for all terms of this Lease Agreement up to the day prior of the new renter's move-in date.

**13. Smoking** is not permitted in/on The Premises.

**14. Pet(s).** Pets permitted in or on The Premises: \_\_.

**Pet sitting is not permitted nor covered under these terms. Pet sitting shall require approval from Owner before bringing the pet(s) on The Premises. Additional pet(s) that will reside in/on The Premises shall require Owner approval.** This clause does not apply to doctor certified companion or service animals. If this lease states "No Pets", having pets on The Premises shall be cause for eviction. If this lease states "Pets Allowed", not cleaning up your pet feces and allowing the pet to damage the property shall be cause for eviction.

**15. Lessor's Access to Inspection.** Lessor may enter The Premises in the event of an emergency or to make repairs or improvements, supply agreed services, show The Premises to prospective buyers or renters, and conduct an initial move-out inspection requested by Lessee. Except in cases of emergency, Lessee's abandonment of The Premises or court order, Lessor shall give Lessee reasonable notice of intent to enter. This notice shall include the purpose, date and approximate time of entry. If Lessor, or Lessor's representatives are not able to access the property for any reason (e.g. Lessee changed locks, pets, Lessee or Lessee's guests refuse access, etc.), Lessee shall be charged \$100 trip charge.

**16. Prohibition Against Violating Laws and Causing Disturbances.** Lessee is entitled to quiet enjoyment of the premise. Lessee and their guests or invitees shall not use The Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste or nuisance; (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other Lessee, neighbor, or nearby resident.

**17. Condominium; Planned Unit Development.** The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by the following Homeowner's Association ("HOA"): \_\_. Lessee agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Lessor shall provide Lessee a copy of the HOA Rules, if any. Lessee shall reimburse Lessor for any fines or charges imposed by HOA or other authorities, due to any violation by

Lessee, or the guests or licensees of Lessee.

Lessor shall provide Lessee with a copy of the HOA Rules \_\_.

**18. Keys; Locks.** Lessee shall receive keys upon move in date.

\_\_ key(s) to Premises.

\_\_ Remote Control Device(s) for garage door/gate opener(s).

\_\_ key(s) to Mailbox, # \_\_.

Other key(s): \_\_.

- a) Lessee is responsible for the return of all keys, passes, remotes, etc., upon move out. If any are lost or not returned, Lessee will be held accountable for cost of replacement.

**Lessee's Acknowledgment** (initial)

- b) \_\_\_\_\_ Lessee acknowledges any additions or changes made to Section 18 after initial lease signing.

**Agent's Acknowledgment** (initial)

- c) \_\_\_\_\_ Agent has informed the Lessor of any additions or changes made to Section 18 after initial lease signing.
- d) The Premises \_\_ been re-keyed.

**19. Repairs and Alterations.**

- a) Lessee shall not, without Lessor's prior written consent, alter, re-key, or install any locks to The Premises or install or alter any burglar alarm system. Lessee shall provide Lessor with a key or keys capable of unlocking all such re-keyed or new locks, as well as any instructions on how to disarm any altered or new burglar alarm system.
- b) Except as provided by law or as authorized by prior written consent of Lessor, Lessee shall not make any repairs or alterations to The Premises. Lessor shall not unreasonably withhold consent for any repairs, but shall not authorize repairs that require advanced skill or workmanship or that would be dangerous to undertake. Lessor shall not authorize repairs unless such repairs are likely to return the item or element of the rental to its pre-damaged state of usefulness and attractiveness.
- c) Lessee shall be charged a \$100 trip fee when Lessee has agreed to a mutually scheduled appointment with Lessor's Maintenance Staff, Property Lessor, and/or Representative at said property, and the appointment is not honored.

**20. Maintenance.**

- a) Lessee shall properly use, operate, and safeguard The Premises, including if applicable, any landscaping, sprinklers, irrigation, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and The Premises clean, sanitary, and well ventilated. Lessee shall be responsible for checking and maintaining all smoke detectors, carbon monoxide detectors, and any additional phone lines beyond the one line and jack that Lessor shall provide and maintain. Lessee shall immediately notify Lessor, in writing, of any problem, malfunction or damage. Lessee shall be charged for all repairs or replacements caused by Lessee, pets, guests or invitees, or licensees of Lessee, excluding ordinary wear and tear. Lessee shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- b) Smoke Alarm and Carbon Monoxide Detector: The Premises are equipped with battery-operated smoke detection device(s) and carbon monoxide detection device(s). Lessee shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) and carbon monoxide detector(s) is (are) operating properly. Lessee understands that said smoke detector(s) and carbon monoxide detector(s) are a battery-operated unit and it shall be the Lessee's responsibility to: Ensure that the battery(s) is (are) in operating condition at all times; Replace the battery(s) as needed (unless otherwise provided by law); If the smoke detector(s) and carbon monoxide detector(s) is (are) missing, or if after replacing the battery(s), the smoke detector(s) and carbon monoxide detector(s) does not work, Lessee must inform the Lessor immediately in writing of any defect, malfunction or failure of any detector(s).
- c) Furnace Filters: If applicable, Lessee is responsible for cleaning and/or replacing the furnace filters. If there is a spring hook the filter is permanent and should be removed, cleaned, and reinstalled. Resident shall be held liable for missing or damaged permanent filters. If the filter has a cardboard frame it is disposable. Replace with the exact same size filter. Proper filter size is essential in preventing damage to the furnace.
- d) \_\_ shall water the garden, landscaping, trees and shrubs, except \_\_.
- e) \_\_ shall maintain the garden, landscaping, trees and shrubs, except \_\_.
- f) Lessor\_\_ provide a gardening service (performed \_\_).

Lessee's failure to maintain any item for which Lessee is responsible shall give Lessor the right to hire someone to perform such maintenance and charge Lessee to cover the cost of such maintenance.

g) **Resident Services Fee.** Lessor shall provide to Lessee the following:

- Toll free maintenance hotline (888.924.8952) in which Lessee can call 24 hours a day for all maintenance concerns.
- Lessor shall create and maintain during tenancy an online portal, and can be accessed 24 hours a day at [norcalpm.com/tenant-portal](http://norcalpm.com/tenant-portal).
- Lessor shall perform a move-in and move-out inspection, and shall provide a copy of the move-in and/or move-out inspection reports to Lessee upon request.
- For these services provided, Lessee shall pay to Lessor \$150 upon move-in (does not apply to lease renewals). This fee is non-refundable. Terms are subject to change.

**21. Pest Control.** Lessor \_\_ entered into a contract for periodic pest control treatment of The Premises. If Lessor does not contract for periodic pest control of The Premises, pest control is the Lessee's responsibility after the first thirty (30) days of tenancy.

**22. Bed Bugs.** Lessee(s) acknowledge that the Lessor has inspected The Premises and knows of no bedbug infestation. Lessee(s) claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs. Lessee(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

- a) Check for current infestation and/or hitch-hiking bugs prior to occupancy of The Premises.
- b) Lessee(s) shall report any problems and/or notice of infestation immediately to Lessor.
- c) Lessee(s) shall cooperate with pest control efforts and must comply with recommendations and requests from the pest control specialist.
- d) Lessee(s) agree to indemnify and hold the Lessor harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Lessor may incur as a result of the negligence of the Lessee(s) or any guest occupying or using the premises.
- e) Lessor shall not be liable for any loss of Lessee's personal property as a result of an infestation.
- f) For information about bedbug identification and infestation, please visit: [norcalpm.com/bedbugs](http://norcalpm.com/bedbugs)

**23. Personal Property.** The following items of personal property are included in The Premises:

Washer: \_\_, Dryer: \_\_, Dishwasher: \_\_  
Stove/Oven: \_\_, Microwave: \_\_, Refrigerator\*: \_\_  
Other Personal Property: \_\_ : \_\_

\*If refrigerator is provided with or without warranty, Lessee agrees that any food lost as a result of refrigerator or freezer failing will not be reimbursed by Lessor/Owner.

**24. Damage to Premises.**

- a) If, by no fault of Lessee, Premises are totally or partially damaged or destroyed by fire, earthquake, accident, or other casualty that render Premises totally or partially uninhabitable, Lessor shall have the option to: (1) repair such damage and restore Premises, with this Agreement continuing in full force and effect with the exception of Lessee's rent, which shall be abated while repairs are being made; or (2) give written notice to Lessee terminating this agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Lessor gives such notice, this Agreement shall expire and all of Lessee's rights pursuant to this Agreement shall cease.
- b) In the event that Lessee, or their guests or invitees, in any way caused or contributed to the damage of The Premises, Lessor shall have the right to terminate this Agreement at any time, and Lessee shall be responsible for all losses, including but not limited to, damage and repair costs as well as loss of rental income.

**25. Lessee's Financial Responsibility and Insurance.** Lessee acknowledges that Lessor insurance does not cover Lessee's possessions. Lessee agrees to accept financial responsibility for any loss or damage to personal property belonging to Lessee and Lessee's guests and invitees caused by theft, fire, or any other cause. Lessor assumes no responsibility for such loss. Lessor recommends that Lessee obtain a renters' insurance policy from a recognized insurance firm to cover Lessee's liability, personal property damage, and damage to premises. Lessee is required to provide proof of property damage liability insurance coverage in the form of an HO4 insurance policy, including a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup and listing the property Lessor (Real Property Management Select) as an "Interested Party."



**26. Waterbeds.** No Waterbed or other item of water-filled furniture may be kept on The Premises without Lessor's written consent.

**27. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessee(s) must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

a) Presence of lead-based paint and/or lead-based paint hazards:

Lessor    knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain).   

b) Records and reports available to the Lessor:

Lessor has    available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents).   

**Lessee's Acknowledgment (initial)**

c)          Lessee acknowledges that the federally approved pamphlet stated in this Agreement (titled "Protect Your Family From Lead In Your Home") can be accessed from the following websites:

**English:** [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12337.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12337.pdf)

**Spanish:** [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12338.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12338.pdf)

d) Please advise Real Property Management Select if you require a printed copy of this pamphlet, otherwise Lessee acknowledges that the electronic version of the Pamphlet is available at any time for review.

**Agent's Acknowledgment (initial)**

e)          Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**28. Disclosure of Information on Proposition 65.** Proposition 65 requires businesses to notify Californians about significant amounts of chemicals in the products they purchase, in their homes or workplaces, or that are released into the environment. By providing this information, Proposition 65 enables Californians to make informed decisions about protecting themselves from exposure to these chemicals.

a)          Lessee acknowledges that information about Proposition 65 can be accessed from the following website:

<http://oehha.ca.gov/prop65/background/p65plain.html>.

b) Please advise Real Property Management Select if you require a printed copy of this information, otherwise Lessee acknowledges that the electronic version of the information is available at any time for review.

**29. Military.** Lessee shall notify Lessor immediately in writing, if he/she joins the military, active/reserve. If Lessee is a member of the military and receives a permanent change of station orders, then Lessor agrees to release Lessee from this lease, if Lessee complies with all other terms of this lease.

**30. Parking. Parking is permitted by city code and as follows:**   ,   ,   . Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses, or trucks (other than pick-up trucks). Parking spaces are to be kept clean. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on The Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on The Premises. Assigned parking number:   .

**31. Payment of Legal Fees.** If Lessee is found in default of paying rent or other fees, a collection service will be used to collect funds due to Lessor, which will create a negative reflection on credit reports. A \$100 charge shall be assessed to Lessee for each 3-Day to Pay or Quit Notice or other legal notice served.

**Attorney/court fees.** In any legal action brought by either party to enforce the terms of this agreement or relating to the Premises, the prevailing party will be entitled to reasonable attorney's fees, costs, and expenses incurred in connection with that action.

**32. Additional Provisions.** Rent Cap and Just Cause Addendum, . . .

**33. Megan's Law Database Disclosure:** Notice: Pursuant to Section 290.46 of the Penal Code, information about registered sex offenders is made available to the public via an internet web maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information shall include either the address at which an offender resides or the community or residence and ZIP code at which he or she resides. (Neither Lessors or Brokers, if any, are required to check this website. If Lessee wants further information, Lessee should obtain information directly from this website.)

**34. Grounds for Termination of Tenancy.** The failure of Lessee or Lessee's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Lessee's Rental Application, is grounds for termination of tenancy, with appropriate notice to Lessee and procedures required by law.

**Lease Violations.** The failure of Lessee or Lessee's guests or invitees to comply with any term of this Agreement shall result in a Lease Violation Notice sent to the Lessee outlining the term(s) violated and the Lessee shall be charged a \$100 administration fee for each Notice sent.

**35. Entire Agreement.** This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Lessor or Lessee. Any modifications to this Agreement must be in writing signed by Lessor and Lessee. Any modifications to the Agreement that are requested by the Lessee (including at time of lease renewal) or that are deemed necessary as a result of the Lessee's actions shall result in a documentation fee of \$99 which will be billed to the Lessee's account. This agreement supersedes all previous rental lease agreements, both verbal and written.

**36. Hold Harmless.** Lessee covenants to indemnify and hold harmless Lessor and Owner for and against any and all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of Lessee, or of the guests, employees, assigns, or subleases of Lessee, including damages or injury to Lessee, or any other person, or to any property, occurring on The Premises unless such damage is the direct result of the negligence or unlawful act of Lessor or Lessor's agents.

**37. Fulfillment of Terms.** If Lessee fails to fulfill the terms of their obligations within this Agreement, a negative credit report reflecting the Lessee's credit may be submitted to a credit-reporting agency.

**38. Condition of Premises.** Lessee has examined Premises, and if any, all furniture furnishings, appliances, landscaping, and fixtures (including smoke detectors and carbon monoxide detectors).

- a) Lessee shall provide Lessor with a list, along with digital photos, of items that are damaged or are not in operable condition within five (5) days after commencement date, not as a contingency of this Agreement but rather as an acknowledgement of The Premises. If Lessee(s) move in date is prior to start date of this lease, Lessee is not required to provide move in condition list and digital images. Lessor will refer to move in condition list and digital images received from Lessee upon original move in date.

**39. Lessee Rules and Regulations.**

- a) Lessee(s) may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental.
- b) Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood is prohibited.
- c) The Lessee(s) are responsible for the behavior of their guests.
- d) Littering in the outdoor areas or common areas related to The Premises are prohibited.
- e) Vehicles are limited to Lessee(s) only and spaces provided. Inoperable and unlicensed vehicles are not allowed to be stored on The Premises.
- f) Recreational vehicles must follow the guidelines of the city ordinances and have a current license.
- g) Reckless or careless driving on The Premises shall not be tolerated.
- h) Defacing and/or damaging the rental property is prohibited.

**40. Medical Marijuana.** Although California State law permits patients to possess, use or cultivate medical marijuana in accordance with the Compassionate Use Act, Section 11362.5 of the California Health and Safety Code, the use, possession or cultivation of marijuana for any purpose is illegal under the Federal Controlled Substances Act. The use, possession or cultivation of marijuana on The Premises is hereby prohibited. The use, possession or cultivation of any controlled substance shall be considered a breach of this Agreement, and shall result in eviction and/or the exercise of any other remedy available to Lessor under applicable laws.

**41. Mold Notification.** Lessor has inspected the property prior to the lease being entered into and found no evidence of damp or wet building materials. There is no evidence of mold or mildew contamination. We are notifying you, the Lessee, that mold and mildew can grow if the

unit is not properly maintained and ventilated. Keeping the area clean is important as well as notifying the Lessor of any leaks, moisture problems, or mold growth immediately. Lessee agrees to maintain the unit in a manner that prevents any growth of mold or mildew. Lessee agrees to retain this responsibility by complying with the following list:

- a) Lessee agrees to keep the unit free of dirt and debris that can create or harbor mold and mildew.
- b) Lessee agrees to immediately report to the Lessor any water intrusion such as plumbing leaks or drips.
- c) Lessee agrees to notify Lessor of an overflow from the bathroom, kitchen or laundry, especially where moisture may have penetrated walls, cabinets or floors.
- d) Lessee agrees to report any significant growth of mold or mildew on surfaces inside the unit.
- e) Lessee agrees to allow the Lessor to enter the unit to inspect and make necessary repairs.
- f) Lessee agrees to use bathroom fans while showering or bathing - and report any fan that is not working.
- g) Lessee agrees to use exhaust fans when cooking, cleaning or washing dishes.
- h) Lessee agrees to use all reasonable care to close windows and other openings inside the unit to prevent outdoor water intrusion.
- i) Lessee agrees to clean and dry any visible moisture on windows, walls and other surfaces that may cause the growth of mold or mildew.
- j) Lessee agrees to notify the Lessor of any problems with air conditioning or heating systems.
- k) Lessee agrees to indemnify and hold harmless the Lessor from any actions, claims, loses, damages and expenses, including, but not limited to attorney's fees that the Lessor may incur as a result of the negligence of the Lessee, any guest or other person living in, occupying or using The Premises.

**Lessor**

\_\_\_\_\_ Date \_\_\_\_\_

**Lessee(s)**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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