



RESIDENTIAL RENTAL AGREEMENT
(Fixed Term Tenancy with Holdover Clause)
 (Revision 5/1/07) Rent-Up

FORM
T-LRA
 6/21/07

1. LANDLORD NAME: _____ **PHONE #:** _____
(This may be your real name, or if you have filed a fictitious business name statement in the county of the tenancy premises, you may put the fictitious business name)

1a. Agent Name: RNB Property Management, Inc.

Address: 5754 Lonetree Blvd., Rocklin, Ca 95765 **PHONE #:** 916-435-2424

2. TENANT(s): _____

No persons other than those listed above may reside in the premises. All persons listed above are subject to all of the terms and provisions of this residential Rental Agreement. No other persons, regardless of age, shall occupy or reside at the premises. Anyone other than the authorized Tenants specified above who are residing including but not limited to staying overnight at the premises more than three (3) days in any thirty day period shall be considered an unauthorized subtenant and an incurable violation of the Rental Agreement.

3. TENANCY ADDRESS: _____

APARTMENT # _____ CITY _____ STATE _____ ZIP CODE _____

4. BEGINNING DATE OF TENANCY: _____

ENDING DATE OF TENANCY: _____

The initial term of this Rental Agreement is stated above, and will continue until the *Ending Date of Tenancy*, unless this tenancy is terminated earlier due to violation by the Tenant - including the Tenant's visitors, guests, family members and/or invitees - of any specified incurable covenant as described in this Rental Agreement, or violation of a curable covenant after appropriate notice has been given to the Tenant, or any other legally permissible reason. In the event that this tenancy is converted to a month-to-month tenancy after the natural expiration date of this fixed-term tenancy upon either advance **written** consent of the Landlord or acceptance of rent from the authorized Tenant by the Landlord after the *Ending Date of Tenancy*, this tenancy shall continue on a **month-to-month** basis until either party shall terminate the tenancy by giving the other a written thirty (30) day notice of intent to terminate tenancy; however, unless any Tenant or resident has resided in the dwelling for less than one year, in the event that the Tenant has actually resided in the tenancy premises for one year or longer, the Landlord must issue a written sixty (60) day notice of termination of tenancy, rather than only a thirty (30) day notice of termination of tenancy. Even if this tenancy has properly become a month-to-month tenancy as described in this paragraph, if all of the following are true even if the Tenant has actually resided in the tenancy premises for one year or longer, the Landlord may issue a thirty (30) day notice of termination of tenancy rather than a sixty (60) day notice of termination of tenancy:

- (1) The residential dwelling is alienable separate from the title to any other dwelling unit,
- (2) The owner has contracted to sell the dwelling to a bona fide purchaser for value, and has established an escrow with a licensed escrow agent, as defined in Sections 17004 and 17200 of the Financial Code, or a licensed real estate broker, as defined in Section 10131 of the Business and Professions Code,
- (3) The purchaser is a natural person or persons,
- (4) The notice is given no more than 120 days after the escrow has been established,
- (5) Notice was not previously given to the Tenant pursuant to this section,
- (6) The purchaser in good faith intends to reside in the property for at least one full year after the termination of the tenancy.

In the event that the Tenant intends to vacate the premises at the end of this Rental Agreement, the Tenant must give the Landlord a written *Notice of Termination of Tenancy* not less than thirty (30) days prior to the *Ending Date of Tenancy* as described above.

Also, the *Notice of Termination of Tenancy* may be given in the manner prescribed in Section 1162 of the Code of Civil Procedure or by sending a copy by certified or registered mail. Neither the Landlord nor the Tenant are required by this agreement to state the reasons for the election of either to vacate or terminate the tenancy either thirty or sixty days from the date of the written notice, whichever is applicable. The tenancy will be considered terminated upon the passage of the thirty or sixty days - whichever is applicable - from the date of the mailing or delivery of the *Notice of Termination of Tenancy*.

Within a reasonable time after legally appropriate written notification given by either the Landlord or the Tenant notifying the other of the first party's intention to terminate the tenancy, or within a reasonable time before the end of the lease term, the Landlord shall notify the Tenant in writing of his or her option to request an initial inspection and of his or her right to be present at the inspection. At a reasonable time, but no earlier than two weeks before the termination, the Landlord, or an agent of the Landlord, shall upon the request of the Tenant, make an initial inspection of the premises prior to any final inspection the Landlord makes after the Tenant has vacated the premises.



The purpose of the initial inspection shall be to allow the Tenant an opportunity to remedy identified deficiencies, in order to avoid deductions from the security deposit that is identified in the Security Deposit paragraph below. If the Tenant chooses not to request an initial inspection, there will be no duty on the part of the Landlord to conduct an "initial" inspection of the tenancy premises.

If an initial inspection is requested by the Tenant, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The Landlord shall then give at least 48 hours prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the Tenant still wishes an inspection. The Tenant and the Landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The Landlord shall proceed with the inspection whether the Tenant is present or not, unless the Tenant previously withdrew his or her request for the inspection.

Based on the inspection, the Landlord shall give the Tenant an itemized statement specifying the repairs or cleaning that are proposed to be the basis of any deductions from the security deposit, and that the Landlord proposes to make pursuant to the provisions of the Security Deposit paragraph below. A copy of said statement will either be personally handed to the Tenant or left inside the premises.

The statement shall contain the following language:

"Any security shall be held by the Landlord for the Tenant who is party to the lease or agreement. The claim of a Tenant to the security shall be prior to the claim of any creditor of the Landlord."

"As used in this section, "security" means any payment, fee, deposit or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the Landlord for costs associated with processing a new Tenant or that is imposed as an advanced payment of rent, used or to be used for any purpose, including, but not limited to, any of the following: (1) The compensation of a Landlord for a Tenant's default in the payment of rent, (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the Tenant or by a guest or licensee of the Tenant, (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the Tenant's right to occupy begins after January 1, 2003, (4) To remedy future defaults by the Tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement."

The Tenant shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies in order to avoid deductions from the security deposit, if any.

During the fixed-term portion of this Rental Agreement, any provision and/or addenda of this rental agreement other than the term of the tenancy and the amount of rent that the Tenant must pay to the Landlord may be removed, changed, altered, modified, or supplemented by the Landlord upon the service to the Tenant of a written *Thirty Day Notice of Change of Terms of Tenancy*. In the event this tenancy becomes month-to-month as allowed by this Rental Agreement, then the Landlord may remove, change, alter, modify or supplement any term or provision of this Rental Agreement upon the service to the Tenant of a written *Thirty Day Notice of Change of Terms of Tenancy*.

5. MONTHLY RENT: \$ _____ per month. Rent is due and must be received by the Landlord IN

ADVANCE on or before the first day of each month. Rent shall be considered late and "due and unpaid" if not actually received by the Landlord on or before the first day of each calendar month. Rent for the first month is to be prorated in the event occupancy is to begin on a day other than the first day of a month. The rent shall be prorated on the basis of 365 calendar days, payable in advance.

Rent is payable to the following person or entity: Name: _____ Phone #: _____

Pay rent as follows: Personal Check Cashier's Check Money Order Cash (American Currency - no coins)

Third party checks are not permissible. Post-dated checks are not permissible.

[Caution to Landlord: Cash payment may not be the only or exclusive form of payment; if cash payment is required, you must allow at least one other method]

Unless otherwise designated by the Landlord from time to time, all payments must be made "in advance" on or before the first (1st) day of each calendar month, without offset or deductions of any kind, to the name of the Landlord or Landlord's Agent specified above, as follows:

Rent may be paid by either:

(Check one or more)

Personal Delivery Only: The usual days and hours for personal delivery of the rent and other sums due are:

Days: _____ Hours: _____

Address: _____ Phone #: _____



- Mail Delivery Only:** Address all payments to: _____
- Mail or Personal Delivery:** The usual days and hours for personal delivery of the rent and other sums due are:
 Days: _____ Hours: _____
 Address: _____ Phone #: _____
- Mail Slot:** There is also a mail slot at the address identified above 24 hours a day/7 days a week.
- Electronic Funds Transfer:** _____
- Direct Bank Deposit (the bank location must be within 5 miles of the tenancy premises)**
 Bank Name: _____
 Bank Address: _____ Phone #: _____
 Account #: _____ Bank Hours: _____

By advance appointment: At the convenience of both the Landlord and the Tenant, advance arrangements may be made on a separate and independent month by month basis for the rent to be personally handed to the Landlord and/or Agent at a mutually agreed time and place. Arrangements made on one occasion shall not necessarily be the same for any subsequent or following month. Each month must be mutually arranged between the parties each separate month, if at all. The arrangements must be made each individual and particular month for the Landlord and/or Agent to pick up the rent from the Tenant at a location other than the Landlord's address specified above. This provision is provided in this Rental Agreement merely as an accommodation and convenience for the Tenant to pay the rent by the Landlord and/or Agent picking it up rather than the Tenant paying the rent by personal or mail delivery to the address specified above. The Landlord and/or Agent is not obligated in any way to make advance arrangements for the rent to be picked up by the Landlord and/or Agent; the Landlord and/or Agent may refuse to make arrangements to pick up the rent for any and all months of tenancy at the sole and exclusive option and choice of the Landlord and/or Agent. It shall remain the Tenant's responsibility to insure that the rent is **actually received in advance on or before the first day of each and every month of the tenancy.** The accommodation shall not ever be characterized either now or in the future to become a mandate or a duty on the part of the Landlord and/or Agent to pick up the rent from the Tenant. It shall always remain the Tenants' sole and exclusive responsibility to make sure that the rent is **actually received** by the Landlord and/or Agent on or before the first day of each and every month. This accommodation shall not be considered a waiver of the Landlord's right to receive the rent in advance on or before the first day of each and every month. If an advance arrangement for pick-up of the rent is verbally made for any particular month, should an unforeseen situation arise by either party such as an emergency, confusion as to time or place, another engagement, forgetfulness, traffic delays, etc. the Landlord reserves the right to serve a *Three Day Notice to Pay Rent or Quit* if the rent is not actually received when due.

If the rent is lost in the mail, it has not been paid. In the event that the Tenant is served with a Three Day Notice to Pay Rent or Quit or a monetary Three Day Notice to Perform Covenant or Quit, the payment may not be made in the form of a personal check; the payment may only be presented in the form of a cashier's check or a money order.

It is the Tenant's responsibility to clearly print the tenancy address on all checks and correspondence. Failure to do so may result in late fees and other costs of collection being charged to the Tenant. Tenant agrees that notwithstanding tender of payment in the precise amount of the monthly rent that is in effect at the time of payment, and notwithstanding the language of the California Civil Code Section 1479, and notwithstanding written or verbal expression by the Tenant of one or more specific debts to which the payment should be applied, all payments will be first credited at the sole option of the Landlord or the Landlord's Agent to any previous rent due or all other charges assessed against the Tenant before any credit will apply to the current rent due. Charges shall include but not be necessarily limited to, late fees, 3-Day Notice fees, dishonored check fees, charges for Tenant caused maintenance and damage to the premises, and any unpaid utility bills. The Landlord is not obligated to accept partial or late payments of rent but may elect to do so. Acceptance of any partial payment does not relieve the Tenant of the obligation to pay the outstanding balance due.

In the event rent is not actually received by the Landlord or management company, if any, by the third (3rd) day of the month, Tenant agrees to immediately pay a late charge of \$25.00 per occurrence. This provision is not to be characterized or interpreted as a grace period for the payment of rent. Landlord and Tenant agree that these charges are presumed to be damages sustained because of Tenant's late



payment of rent and not merely a penalty. The late charge shall be reimbursement for administrative expenses incurred in processing the late payment of rent and for loss of interest and other prospective economic advantage. The late charge shall be in addition to all other remedies available to Landlord. Landlord and Tenant agree that the late charge is presumed to be for the expense incurred and interest lost by the Landlord because of the Tenant's late payment of rent and that it is otherwise impractical or extremely difficult to ascertain the actual figure.

Pursuant to California law, if the Tenant passes a check that is dishonored by the bank for any reason, the Tenant will be liable to the Landlord for the amount of the check and a service charge of not greater than \$25.00 for the first check returned, and not greater than \$35.00 for any subsequent dishonored check. The Landlord reserves all rights pursuant to California Civil Code Section 1719. Landlord is not obligated to redeposit or renegotiate a tendered negotiable instrument a second time if upon original presentation it was not honored, but the Landlord may do so at the Landlord's option.

If two (2) dishonored checks are received in a twelve (12) month period, without the requirement of providing advance notice to the Tenant, Tenant shall on the first month following the second dishonored check and for each and every month thereafter for the duration of occupancy of the premises, be required to submit rent by money order or cashier's check for each month thereafter.

6. SECURITY DEPOSIT: \$ _____. The deposit is not, and may not be applied by the Tenant as a "last month rent," No interest will accrue on the security deposit. The security deposit may be applied by the Landlord to any unpaid rent, repairs above and beyond normal wear and tear caused by the Tenant, family members, guests, invitees, and visitors of the Tenant, to cleaning of the premises to return the premises to the same level of cleanliness it was at the inception of the tenancy, and to remedy future defaults by the Tenant in an obligation under the Rental Agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. The Landlord shall have 21 days from the date the Tenant has returned possession to the Landlord within which to send a Security Deposit Statement to the Tenant.

"Restoration/Vacation" is complete only when all the following requirements have been met:

- (1) Tenant and all others have actually vacated the premises,
- (2) Transferred actual possession of the keys,
- (3) Removed all personal property and trash from the premises, and
- (4) Given to the Landlord or Landlord's Agent the Tenant's forwarding address. It is not sufficient for the Tenant to merely leave the keys inside the premises. Tenant will be charged rent for each day Tenant is in possession of keys, or personal belongings are not completely removed, or if the Tenant or others are still in possession of the premises whether the keys have been delivered and all articles of personal property have been removed. All four items must be met before the Tenant can claim that the premises has been "vacated" within the meaning of California Civil Code Section 1950.5.

After appropriate deductions from the security deposit, if any, the balance of security deposit, if any, together with a written itemized accounting, shall be mailed to Tenant's last known address (or new address if provided in writing by the Tenant) within the time allowed by law, from the date possession of the premises is delivered to Landlord or Landlord's Agent

7. NO ASSIGNMENT OR SUBLETTING: Unless written permission is given in advance by the Landlord, the Tenant shall not assign, transfer, mortgage or hypothecate this Rental Agreement in whole or in part or any interest therein, nor shall the Tenant sublease or sublet the premises or any part of any portion thereof, either voluntarily or by operation of law. In the event Tenant shall assign, transfer or hypothecate this Rental Agreement or any interest therein, or in the event Tenant shall sublet the whole or a part of the premises whether the Tenant remains to occupy the premises or not, it shall be considered that an incurable breach of the Rental Agreement has occurred. Then, at the option of the Landlord or the Landlord's Agent, successor and/or assign, this Rental Agreement shall be considered terminated and forfeited upon the expiration of a *Three Day Notice to Quit*. Anyone other than the authorized Tenants listed above who resides at the premises more than three (3) days in any thirty day period shall be considered an unauthorized sub-tenant and an incurable violation of the Rental Agreement. If the Landlord should consent to one or more assignments in writing, such consent shall not be deemed a consent to any subsequent assignment or subletting. The acceptance of rent by the Landlord or from any other person or entity after a purported assignment or subletting shall not be deemed a consent or waiver by the Landlord to an assignment or subletting, nor a consent or waiver of any subsequent assignment or subletting.

8. UTILITIES: Tenant shall be responsible for **ALL** utilities, private and public service charges and assessments, including but not limited to gas, electricity, water, sewer, garbage, etc. as well as any fees, charges, assessments, taxes, etc. that are or may be associated therewith. Tenant agrees to have all utilities for which the Tenant is responsible, turned on and/or transferred to Tenant's name as of Tenant's scheduled move-in date. Tenant acknowledges that failure to do so may result in Landlord's withholding of Tenant's keys until verification of utilities turn-on and/or transfer of said utilities has been received. Throughout the tenancy the Tenant will pay the utility bills to the utility companies and keep the utility service in effect. For any utility billing statement that cannot be put into the Tenant's name, the Landlord will provide a copy of said statement, which must be paid immediately by the Tenant upon receipt.



The Tenant will not be responsible for these utilities: _____

9. PETS: No pets shall be brought on the premises without a Pet Agreement signed between Tenant and Landlord. This includes feeding strays and pet sitting. If pets are found on the premises at any time, including but not limited to common areas and exterior areas of the tenancy property without prior written pet agreement, Tenant shall be in violation of this Rental Agreement. If written approval is given by the Landlord, an additional security deposit is required to be paid before any pet is brought on the premises.

10. USE OF THE PREMISES: The premises shall not be used for any purpose other than as a residence for the authorized Tenants listed above, and not for any commercial or other enterprise at any time during the occupancy of the premises.

11. CONDITION OF THE PREMISES: The Tenant has thoroughly examined the premises and all personal property situated therein which may be a part of the rental, including, but not limited, to the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot water and cold water supply, heating, building grounds and appurtenances, an operable smoke detector in each bedroom and hallway leading to the rooms, and a usable telephone jack. **The Tenant acknowledges that all items are in good, operative, sanitary, and satisfactory condition.**

Tenant acknowledges that by taking possession of the premises that no statement or representation herein expressed by the Landlord or by any agent or representative of the Landlord as to past, present or future condition or repair thereof, or any building or common area of which the premises are a part has been made by or on behalf of the Landlord.

Tenant shall at all times, at Tenant's sole expense, maintain the premises, its equipment and contents, in reasonably clean, sanitary and neat condition and repair. Tenant shall not paint, paper, change locks, install lighting fixtures or otherwise redecorate or make alterations to the premises without the prior **written** consent of the Landlord. Any additions or alterations of the premises shall become at once a part of the premises and belong to the Landlord.

Upon termination of the tenancy, Tenant shall return the premises to Landlord in as good order, condition and repair as when received, reasonable wear and tear excepted, and free from all of Tenant's personal property, trash, debris, and garbage. Burns, stains, holes or tears of any size or kind in the carpeting, drapery or walls, among other conditions are considered "above and beyond" normal wear and tear.

Tenant shall upon discovery immediately advise Landlord, verbally and in writing of any condition on the premises which adversely affects the habitability thereof. Failure to so notify the Landlord in writing shall be deemed an admission that such condition does not adversely affect the habitability of the premises.

No water filled furniture is permitted without a separate written agreement and Tenant compliance with Civil Code Section 1940.5, Tenant shall not install any antenna or other communication devices on the exterior of the premises without prior written consent of Landlord. Tenant shall not attach anything to the ceilings, walls or doors.

Tenant is responsible for all damages caused by Tenant, family members, invitees and guests, whether the Tenant has or had knowledge of the damages caused, and whether or not the family member, invitee and/or guest was acting within the control or supervision of the Tenant when the damages to the premises were caused. Any damage caused by a family member, invitee, or guest shall be considered as though caused personally by the Tenant.

Tenant promises, covenants and agrees as follows: (1) To keep that part of the premises (both interior and exterior) which the Tenant occupies and uses clean and sanitary as the condition of the premises permits, (2) To dispose from the dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner, (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, (4) Not to permit any person on the premises to willfully, negligently, intentionally, carelessly or recklessly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, and (5) To occupy the premises as the Tenant's abode, utilizing portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such occupancies.

11a. DESTRUCTION OF PREMISES: In the event the rented premises shall be destroyed or rendered totally untenable by fire, windstorm, flooding or any other cause beyond the control of Landlord, then this Rental Agreement shall cease and terminate as of the date of such destruction, and the **rent** shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises. However, in the event that the Tenant or the Tenant's visitors, guests, invitees or family member is responsible for the damages and/or destruction, the Tenant will nevertheless be responsible for any and all damages and repair costs associated therewith.

11b. REPAIRS & ALTERATIONS TO PREMISES: Any provision in this rental agreement allowing or requiring the Tenant to maintain the premises and/or engaging in cleaning to restore the condition of the premises to the same level of cleanliness that it was in at the beginning of the tenancy and/or to make repairs as allowed by Civil Code Section 1950.5, only allows the Tenant to engage in such



activities to the extent Tenants may be allowed or permitted according to law, and only at the Tenant's sole cost and expense, and only at the Tenant's own risk. In all contexts in which the law does not require or allow that Tenant be permitted to directly make repairs Tenant is expressly prohibited from doing so.

In all contexts in which the law requires and/or allows that Tenant be permitted to directly make repairs, Tenant must still abide by the following provisions:

In the event that the Tenant, under any circumstances attempts to engage in maintenance, repairs for which the Tenant is responsible pursuant to law or this Rental Agreement, cleaning to restore the condition of the premises to the same level of cleanliness that it was in at the beginning of the tenancy, and/or to make repairs as allowed by Civil Code Section 1950.5, Tenant hereby understands and agrees that no employer-employee relationship is created thereby between the Tenant amid either the Landlord and/or the Agent, if any, even if the Tenant is specifically instructed as to how to perform the task or work in question and/or the Landlord provides the supplies and materials to perform the task. There is no duty on the part of the Landlord or Agent to provide instructions or supplies and materials to perform the task, if any.

Under no circumstances shall Tenant engage in the activity described in the preceding paragraph without (1) first notifying the Landlord or Agent in writing, (2) obtaining advance written permission from the Landlord or Agent, and (3) at the Tenant's sole risk, cost and expense obtaining any permits as may be required by law.

Any work conducted by either the Tenant or a third party must be conducted in a workmanlike manner and in accordance with all applicable building codes and laws, and not cause damages or cleaning costs to the Landlord. Any and all work performed by the Tenant or a third party on behalf of the Tenant shall not impose financial responsibility upon the Landlord or Agent, and shall be accomplished, if allowed or required, at the sole cost and expense of the Tenant. The Tenant will hold the Landlord and Agent, if any, free and harmless of any and all liability, claims, and costs associated with the work performed whether directly performed by the Tenant or commissioned by the Tenant for performance by a third party including defending claims against either party, as well as payment of any and all attorneys fees and costs of suit incurred by either the Landlord and/or the Agent to defend any third party claim.

Hiring of any third party by the Tenant is not being done by the Tenant as an agent of the Landlord and/or Agent, if any, and does not create an employer/employee, master/servant, or principal/agent relationship between either the Tenant or the third party and the Landlord and/or Agent, if any.

The Tenant is not at any time considered to be either an express or implied agent for either the Landlord or the Agent, if any; and, no authority whatsoever is given to the Tenant to engage in any acts for or on behalf of either the Landlord or the Agent, if any.

Tenant will also be responsible for costs of damages and cleaning caused by the work being performed. Outside Contractors must be legally bonded and provide evidence of existing liability insurance and workers compensation insurance to the Landlord and/or Agent prior to authorized work being commenced. Tenant agrees to pay all costs resulting from any repairs not performed to the satisfaction of Landlord. It is the responsibility of the Tenant to contact the Landlord and/or Agent to verify the scope of work and expected standards.

If Tenant commissions a third party to perform tasks for which the Tenant is required or allowed by law to perform, neither the Landlord nor the Agent, if any, will be financially responsible for services rendered or supplies and materials supplied by either the Tenant or said third party.

Tenant is not entitled or allowed to use repair and/or cleaning costs as a basis for paying a reduced amount of rent except when Tenant is permitted under law to engage in "repair and deduct." To the extent permitted under law, the duty to pay rent is separate and independent from the duty of the Landlord to reimburse Tenant for properly commissioned repairs.

Should the Tenant make any alterations, additions, improvements to the premises without the prior written approval of the Landlord, the Landlord may require that the tenant remove any and all of them, at the Tenant's sole cost, risk and expense.

12. CONDUCT OF RESIDENT & GUESTS: Neither Tenant nor any invitee, guest or family member of the Tenant shall violate any governmental law in the use of the premises, commit waste, create a nuisance or otherwise interfere with the quiet use and enjoyment of other residents or neighbors. Neither the Tenant nor any guest, family member, or invitee of the Tenant shall annoy, molest or interfere with any other Tenant or neighbor. Neither the Tenant nor any guest, family member, or invitee of the Tenant shall allow the premises or the surrounding area to become unclean or disorderly. Neither the Tenant nor any guest, family member, or invitee of the Tenant shall harass, annoy, bother, threaten or interfere with any vendor, agent or employee of Landlord.

Tenant is fully responsible for the conduct and demeanor of any and all invitees, guests, or visitors to the tenancy premises and/or common areas. The Tenant will not tolerate, permit, or allow any such described violation to occur at, near or adjacent to the premises by anyone whatsoever. Tenant is deemed herein to be in control at all times of any and all visitors, guests invitees, or family members who are at the premises including common and exterior areas whether with the knowledge or with the permission or consent of the Tenant, or not. Tenant is responsible for any and all of the actions of Tenant's invitees, guests and family members on or near the tenancy premises including exterior and common areas, and any breach of any of the terms and conditions of this Rental Agreement by such guests, invitees, or family members shall be deemed a breach by Tenant. Tenant shall not cause or allow the operation of any loud broadcasting or amplification equipment any time on the premises and broadcasting or amplification equipment shall be limited in use by the appropriateness of the hour. Tenant shall not cause or allow the emission from the premises of any objectionable sound, smell, radiation, or sight.



Maintenance and repairs of the premises, appliances or fixtures which damages are caused by Tenant, family members, guests, or invitees shall be Tenant's responsibility. This provision shall include but is not limited to clearing of any sink or plumbing line. Agent or Landlord may repair such damage or maintain the premises at the Tenant's expense. ***Should you become aware of a maintenance problem it is your responsibility to notify the Agent or Landlord immediately both verbal and in writing!***

Driveways, garages, patios, yards and parking lots (complexes) are to be kept free of paper, bottles, litter or any other refuse material. Such refuse material may be removed at Landlord or Landlord's Agent discretion and at the expense of the Tenant, Carports, garages, driveways or other designated parking areas are to be kept clean and free of combustible substances, oil, grease, paint or any other staining substance. Such substance may be removed at the Tenant's expense. Patios, balconies and doorways are to be kept in a neat and clean condition, and are not to be used for storage. Flowerpots, hanging baskets, etc. are allowed; mops, pails, clothing, towels, and similar items are not.

Dismantling, storing or repairing any type of vehicle, including boat or trailer, except in garage areas, when provided, is prohibited without express written consent of the Landlord or Landlord's Agent. Any vehicles of this nature may be towed away at the Tenant's expense.

Every vehicle for which the Tenant or the Tenant's family members, guests, visitors or invitees are responsible must be operational (no flats, broken windows, etc), have current registration, be parked in a designated parking place, and belong to the current Tenant, family member(s) guest, visitor or invitee, or it is subject to being towed at Tenant's expense pursuant to the provisions of Vehicle Code Section 22658 or any other applicable provisions of law.

No Vehicle may be parked on the Lawn, nor may any inoperable vehicle be kept on the premises. Inoperable vehicles or objects in front of the premises will be removed at the Tenant's expense subject to the provisions of Vehicle Code Section 22658 or any other applicable provisions of law.

Emergency calls will be dealt with by the Landlord or Landlord's Agent any time. In cases of vandalism, burglary, fire or civil disturbance, the Tenant is required to: First, contact the appropriate municipal or county authority and report the incident, and immediately contact the Landlord or Landlord's Agent. Failure of the Tenant to contact the appropriate authority may result in the Tenant being charged for the damages caused by such events. ***The Tenant is advised to secure his or her own insurance coverage.***

Loud boisterous activity is prohibited at all times, and a minimum of noise is allowed after 10:00 p.m. Musical instruments, radios, televisions or phonographs are to be used no louder than is necessary. Complaints from your neighbors about inconsiderate behavior by you, family members, guests, visitors or invitees may result in a termination of your tenancy. Guests, visitors, invitees and family members are expected to abide by all House Rules. Tenants are required to be present while guests, visitors or invitees use the common areas or recreational facilities, where applicable.

Decals, stick-on-labels, or contact paper are not allowed on walls, windows or cabinets. All other interior or exterior improvements or alterations will require prior written approval from the Agent or Landlord. Aluminum foil, paper, cardboard, sheets or blankets, etc. may not be placed on windows.

The Tenant's personal property is not covered by the Landlord's insurance, if any.

Fireplaces - Tenants are responsible for using only dry, seasoned wood and to use a grate for the logs to prevent damage to the firebox. Tenants are responsible for making sure the flue is open before starting a fire and to keep a glass or metal screen in front of the fireplace to prevent hot embers from jumping out while a fire is going. The Tenant agrees to not use the fireplace as an incinerator and to never use combustible liquids such as kerosene, turpentine, lighter fluid or gasoline to start a fire. The Tenant agrees to never leave a fire unattended.

Gang Activity - Gang activity will not be allowed on or near the premises, inside or outside the premises. Such activity by any Tenant, family members, visitors and invitees and/or their guests will be cause for immediate eviction of Tenant and all family members.

Graffiti - If any Tenant and/or their family members, visitors, invitees or guests cause graffiti damage it will be their responsibility to remove or pay for the removal of the graffiti. Graffiti is considered a material and substantial breach of this Rental Agreement and California law as well as destruction of property and may result in termination of this Rental Agreement.

Controlled Substances - Under California Landlord/Tenant law the use of the premises for the illegal sale of drugs is considered a "serious nuisance" which will result in eviction from the premises. ***The use of illicit drugs by Tenant, family members, visitors, invitees, or guests on or near the premises will be grounds for immediate eviction.*** See Drug Free Housing Addendum. Any illegal behavior on or near the premises by either a Tenant, invitee, visitor, family members and/or their guests will be grounds for immediate eviction.

Tenant shall refrain from disposing of any combustible or hazardous material in garbage and/or waste receptacles.

Tenant may not hang objects, clothing, curtains, rugs, etc. outside of any window, ledge or balcony, or porch.

Tenant may not use or store gasoline, cleaning solvents, paints or other combustibles on the property.

Tenant shall not use aluminum foil as a window covering and will obtain the written permission of the Landlord before using any window covering visible from the exterior of the structure.

Tenant shall turn off all appliances before departing from the premises.



Tenant shall insure that objects of personal property are kept inside the unit and/or garage, and that unsightly items or objects which can cause trips and falls are kept out of view and appropriately stored away.

No boats, trailers, recreational vehicles are allowed to be parked on the tenancy premises without advance written permission of the Landlord.

Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the premises any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising matter on the glass of any exterior show window of the premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Rental Agreement; Landlord reserves the right to at any time upon written notice rescind or revoke any previously given consent.

The equipment in the bathrooms and kitchens shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be placed, thrown, or deposited in drains or toilets. The tenant may not place metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food items into the drains or into the garbage disposal, if any is provided at this tenancy premises. Tenant shall be responsible for any repairs or damage resulting from the misuse of such equipment. Portable washers or dryers are not allowed unless approved in writing by the Landlord or the Landlord's agent.

The Tenant promises and agrees that at all times the Tenant will fully cooperate with the Landlord and/or the Landlord's vendors, handymen, contractors and agents engaging in any and all efforts to provide necessary or agreed services and/or repairs to the premises that include but are not necessarily limited to pest control, if any (this may include, among other things, occupant emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the tenancy premises), the Landlord complying with applicable law and/or complying with the requests or orders of governmental agencies, complying with the executory provisions of this rental agreement on the part of the Landlord to be performed, inspections of the premises by the Landlord and/or the Landlord's agents as are allowed by law and/or this rental agreement, making cosmetic and/or aesthetic changes, alterations, additions, and/or modifications to the premises as desired by the Landlord, making structural alterations or changes to the premises as desired by the Landlord, repairing and/or remediation of deficient conditions at the premises for which the Landlord is responsible that may hereafter occur or exist, as well as exercising any Landlord rights as allowed by law or this rental agreement. Upon request of the Landlord and/or the agent(s) of the Landlord, the Tenant will also fully cooperate with the Landlord in promoting and marketing the premises for sale, including but not limited to allowing access to the premises to appraisers, potential buyers, real estate agents, brokers, vendors, as well as allowing the placement of a lock box and access to the premises thereby.

The Tenant promises and agrees to immediately return any messages left with another for the Tenant to return, including but not limited to, voice mail, answering machine or answering service messages which are left by either the Landlord or the Landlord's agent to the Tenant.

12a. UNIVERSAL WASTE DISPOSAL: See attached Disposal of Universal Waste ADDENDUM.

Tenant promises and agrees to comply with the rules and regulations contained in Title 22 California Code of Regulations section 66723 et. seq. and the information contained on the Department of Toxic Substances Control website located at www.dtsc.ca.gov. **It is the Tenant's responsibility to obtain information regarding compliance standards.**

13. INSPECTION: Subject to the additional provisions of Paragraph 4 above, the Landlord and/or the Landlord's Agents or vendors retained, hired or instructed by the Landlord shall have the right to enter the premises in accordance with provisions of Section 1954 of the California Civil Code and may enter the premises in case of emergency, to make or supply necessary or agreed repairs, decorations, alterations or improvements or services; to exhibit the premises to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors; in the event of abandonment or surrender of the premises; pursuant to court order; to inspect and test the smoke detector; or to inspect water filled furniture, if any.

Unless advance consent is provided by the Tenant either in this Rental Agreement or subsequently whether verbally or in writing, or in case of emergency, entry will be during normal business hours (8:00 am. - 6:00 p.m.) on any day of the week including Saturday and Sunday. Any single violation of this Paragraph by the Tenant shall be considered material and substantial, as well as an incurable violation of both California law and this Rental Agreement.

Tenant acknowledges and agrees that Landlord or Landlord's Agent shall have the right to perform monthly interior inspections to determine if any deferred or preventive maintenance is required. These inspections allow Tenants to live in a well-maintained home, the Landlord to plan for needed repairs or preventative maintenance or cosmetic work, and to help maintain and preserve the quality of the premises. It is understood and agreed that said monthly interior inspections are for the express purpose of making and supplying either necessary or agreed repairs, decorations, alterations, improvements or services to the premises. The right to perform such inspections shall not be considered as a duty on the part of the Landlord to do so. Tenants will receive proper written notice to enter dwelling in accordance with the provisions of Section 1954 of the California Civil Code.



The written notice may be personally delivered to the Tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner which a reasonable person would discover the notice.

Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice may also be mailed to the Tenant. If the notice of intent to inspect is mailed to the Tenant, it will be mailed at least six days prior to an intended entry. If mailed six days prior to a date and time of intended entry, it shall be presumed that reasonable advance notice has been given to the Tenant.

If the Landlord or his or her agent has notified the Tenant in writing within 120 days of the oral notice of intent to enter that the property is for sale and that the Landlord or Agent may contact the Tenant orally for the purpose of exhibiting the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. Further, at the time of the entry, the Landlord or Agent will leave written evidence of the entry inside the unit.

Nothing stated herein shall provide a mandate or a duty that obligates the Landlord or Agent to inspect the premises monthly or pursuant to any designated or periodic schedule.

In an emergency (fire, flood, health & safety) Landlord shall not be required to provide twenty-four (24) hours' prior notice of Landlord's intent to enter the premises if it is impracticable to do so. To facilitate Landlord's right of access, Tenant agrees not to alter or re-key any locks to the premises, without the prior written consent of Landlord.

14. INDEMNITY: TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD AND ANY AGENT AND EMPLOYEE OF LANDLORD HARMLESS AND FREE FROM LIABILITY, LOSS, AND EXPENSE FOR LOSS OR DAMAGE TO PROPERTY, AND INJURY OR DEATH TO PERSONS, CAUSED BY THE ACTS OR NEGLIGENCE OF TENANT OR HIS GUESTS OR INVITEES OR OCCURRING ON THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE ACTS OF THE LANDLORD, ITS AGENTS, OR EMPLOYEES. TENANT ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL PROPERTY OF TENANT OR THIRD PERSONS UNDER TENANT'S CONTROL PLACED, STORED, OR LOCATED ON THE PREMISES. LANDLORD AND LANDLORD'S EMPLOYEES AND AGENTS ARE NOT RESPONSIBLE FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE ACT OR OMISSION OF ANOTHER PERSON, WHETHER SUCH ACT OR OMISSION WAS NEGLIGENT, INTENTIONAL, OR CRIMINAL, AND WHETHER OR NOT SUCH ACT OR OMISSION WAS FORESEEABLE. TENANT SHALL PROMPTLY NOTIFY LANDLORD OF ANY ILLEGAL OR CRIMINAL ACTIVITY IN, ON OR NEAR THE PREMISES OF WHICH TENANT HAS KNOWLEDGE.

15. DEFAULT: If Tenant shall fail to pay rent when due, or fail to perform any term of this Rental Agreement, after not less than three (3) days written notice of such default given in the manner required by law, Landlord may, at his option, terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default, Nothing in this paragraph shall restrict or limit any other Landlord rights as set forth in California Code of Civil Procedure Section 1161.

In the event of a default by Tenant, Landlord at his sole option may elect to (a) continue this Rental Agreement in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of this Rental Agreement, including the cost of recovering the premises and including the worth at the time of award of the unpaid rent which had been earned at the time of termination, and the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided, and the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the lessee proves could be reasonably avoided, and any other amount necessary to compensate the lessor for all the detriment proximately caused by the lessee's failure to perform his obligations under this Rental Agreement or which in the ordinary course of things would be likely to result therefrom.

16. NO WAIVERS: In the event the Landlord shall by conduct or otherwise waive any one portion or provision of this Rental Agreement, it shall not constitute a waiver of any other condition or covenant of this Rental Agreement on the Tenant's part to be met or performed. Failure by the Landlord to enforce any term hereof or to exercise any right or remedy available to the Landlord shall not be deemed waiver by the Landlord of the Landlord's rights to enforce such terms, nor shall failure by the Landlord to notify Tenant of any breach of this Rental Agreement constitute a waiver by Landlord of Landlord's rights to enforce such terms. No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent or any other partial amount be deemed a waiver of Landlord's right to the full amount thereof. Failure of Landlord to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this Rental Agreement. The receipt or acceptance by Landlord of rent or any other payment due from tenant with the knowledge of any breach of a provision of this Rental Agreement shall not constitute a waiver of such breach.



17. NOTICES: Any notice required or permitted to be given to the Landlord or Agent (only during the time that a Agent is actually managing the tenancy premises) hereunder shall be given in writing and shall be deemed effectively given (i) upon personal delivery, or (ii) forty-eight (48) hours after deposit in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to either or both parties at the address set forth below. The address for notification to the Tenant as required or permitted shall be the tenancy address unless otherwise agreed upon in writing by the Landlord and the Tenant.

Notices to the Landlord may be served as follows:

NAME: _____ PHONE #: _____

ADDRESS: _____

18. MULTIPLE TENANTS: If there is more than one Tenant: (i) each Tenant is jointly and severally liable for all obligations under this Rental Agreement; (ii) any Tenant may give notice to Landlord provided for by this Rental Agreement, and such notice shall bind all other Tenants; (iii) any notice to be given by Landlord to Tenant pursuant to this Rental Agreement may be given to any one such Tenant and such notice shall be binding on all other Tenants; (iv) no partial deposit will be refunded by Landlord if less than all Tenants vacate the premises; any refund of the deposit may be made to the last remaining Tenant left in possession; (v) each Tenant shall remain bound to all the terms and conditions of this Rental Agreement until this Rental Agreement is terminated, or unless a Tenant is released by Landlord in writing; (vi) it is the responsibility of multiple Tenants to make arrangements between themselves as to deposits or other fees paid by them jointly to Landlord, if less than all such Tenants vacate the premises without termination of this Rental Agreement; and (vii) Landlord may make the refund of any amounts owing to Tenant under this Rental Agreement by joint check to the remaining Tenants. It is understood and agreed that each signatory is each individually, jointly and severally responsible for strict performance of every covenant and condition of this Rental Agreement regardless of whether the particular signatory has vacated the premises. It is agreed that each Tenant is acting as an Agent for and on behalf of any and all other tenants.

19. BINDING ON SUCCESSORS: The terms, covenants, and conditions contained in this Rental Agreement shall insure to the benefit of and shall be binding upon the heirs, successors, executors, administrators, and assigns of all the parties.

20. MISCELLANEOUS: Time is of the essence of this Rental Agreement and each provision of this Rental Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Landlord by this Rental Agreement, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Rental Agreement is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.

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

22. CREDIT OBLIGATIONS: As required by law, you are hereby notified that a negative credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Tenant herewith expressly authorizes the Landlord and the Landlord's Agent including but not limited to a collection agency, to use any and all information provided about the Tenant, or from the Tenant and/or from a consumer or credit reporting agency while attempting to collect any and all amounts due pursuant to this Rental Agreement for which the Tenant is responsible. There shall be no waiver of any Landlord rights unless said waiver is set forth in writing and signed by Landlord or Landlord's Agent. A waiver by Landlord or Landlord's Agent of any one or more provisions of this agreement does not constitute a waiver of any other provisions. The acceptance of rent does not waive Landlord's right to enforce any term hereof.

23. ESTOPPEL CERTIFICATE: Within ten (10) days after written notice, Tenant(s) agrees to execute and deliver an estoppel certificate as submitted by Landlord acknowledging that this Rental Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modification(s). Failure to comply shall be deemed Tenant(s) acknowledgment that the certificate, as submitted by Landlord, is true and correct and may be relied upon by a court of law, the Landlord, a lender, the management company, and a purchaser of the premises.



- 24. LEGAL FEES/COSTS OF SUIT:** In the event of a default by the Tenant, subject to the last sentence in this Paragraph, Tenant shall be responsible to the Landlord for all costs incurred by the Landlord as a result of such default, including attorneys fees and costs of suit, whether for consultation, preparation of any notice or letter and service of same or for institution and prosecution of any action to enforce any provision of this agreement, whether or not such action concludes with a judgment against the Tenant. In no event shall any award of attorneys fees against either party for any violation of the terms of this Rental Agreement exceed the total sum of \$500.
- 25. INSURANCE NOT PROVIDED BY TENANT:** Landlord does NOT insure Tenant for any personal injury or property damage, including that caused by the act or omission of any other Tenant or third party or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant shall obtain and pay for any insurance coverage as Tenant deems necessary to protect Tenant from any such loss or expense. You agree to indemnify and hold the Landlord harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by you or any other person on the premises with your consent except as may be caused by the Landlord's negligence.
- 26. SMOKE DETECTOR:** The premises is supplied with a smoke detector which Tenant acknowledges to be in working condition. Tenant is required to test the smoke detector **weekly**. The Tenant is responsible for immediately notifying the Landlord of any inoperability of the smoke detector. The Tenant acknowledges the smoke detector(s) were tested and in working order at move-in. Tenants are responsible for performing periodic tests to determine that smoke detector(s) are operating properly. If smoke detectors are battery operated, Tenants are responsible for ensuring that the battery is in operating condition at all times and to replace the battery as needed at Tenant's expense. Tenant agrees not to disconnect the smoke detector(s) any time. If after testing the smoke detector(s) and/or replacing battery, the smoke detector(s) do not work, Tenant agrees to inform the Landlord or Landlord's Agent immediately both verbally and in writing of any defect, malfunction or failure.
- 27. SUBORDINATION:** This agreement and the tenancy is subordinate and junior to any and all liens and encumbrances, whether existing or to be existing, placed by the Landlord or management on this property.
- 28. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the rented premises for seven (7) or more consecutive days, written notice of such must be served upon the Landlord not less than three days before the beginning date of the intended absence. Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates or eliminates the requirement to pay the rent and any other applicable fees in a timely fashion, or the consequences of failure to timely pay same. Also, whenever the Tenant is absent from the premises, the Tenant shall ensure that the doors and windows are appropriately secured and locked.

SECURITY/GUARANTEE AGREEMENT:

It is further covenanted and agreed by the Tenant that nothing herein contained and no security or guarantee which may now or hereafter be furnished to Landlord for the Tenant's payment of rent and/or any other sums due and owing and/or performance by the Tenant of other terms or covenants of this Rental Agreement, shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of these premises, or in any action which Lessor may at any time commence for breach of any part of the terms or covenants of this Rental Agreement.

SAFETY OF TENANT(S) NOT GUARANTEED: The Tenant herewith acknowledges and agrees that neither the Landlord nor the Landlord's agent, if any, guarantees or assures the Tenant of personal security or that of the Tenant's personal property or belongings at the premises, and the Landlord's providing of safety devices at the premises, if any, are voluntary. The Tenant understands that the risk of crime in any community cannot be eliminated. The Tenant understands that the providing by the Landlord of any safety device is not a guarantee or warranty of effectiveness and does not impose an obligation or liability on the Landlord or the Landlord's agent to continue furnishing them.

- 29. ADDITIONAL TERMS & CONDITIONS:** (1) In the event of a breach of this contract by the Tenant, the Tenant agrees to reimburse the Landlord for any and all financial losses sustained by the Landlord as a result of the breach of the contract, including but not necessarily limited to attorneys fees, costs of suit, service of process fees, re-renting fees and charges, advertising costs to procure a new Tenant, lost rents during any period of renovation of the tenancy premises for those items of cleaning and repairs above and beyond normal wear and tear for which the Tenant is responsible, and renovation and/or rehabilitation costs for which the Tenant is responsible, (2) The Tenant shall have a telephone installed at the premises not less than one week from the date that the Tenant has received the keys to the tenancy premises, and must furnish the Landlord with the telephone number not later than ten days from the date that the Tenant has received the keys, (3) the Tenant must immediately notify the Landlord of any telephone number changes, (4) the Tenant must maintain the telephone in working order throughout the tenancy.



In construing this Rental Agreement the singular shall include the plural and vice versa. This Rental Agreement shall not be construed as if prepared by one of the parties hereto, but rather according to its fair meaning as a whole, as if both parties had prepared it. (5) No remedy or election of Landlord hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity. (6) Notwithstanding any other notification requirements of this rental agreement and/or applicable law, the Tenant is required without advance request and/or upon advance request from the Landlord and/or the Landlord's agent(s) to immediately inform the Landlord and/or the Landlord's agent(s) both verbally and in writing of the following information:

- (1) Change of employment and/or verifiable income including name, address, phone number of employer and/or source of income
- (2) Emergency contact information including name, address and phone number of new or additional persons
- (3) Change of bank account including bank name, address, phone number, and account number
- (4) Name change
- (5) Mailing address
- (6) Upon move out, the Tenant's mail forwarding address and the Tenant's new residency address
- (7) The filing of a Petition in bankruptcy
- (8) Change in military status, if any
- (9) Change of telephone numbers for residence, cell and/or place of employment
- (10) Mail receipt or personal delivery of any documents, mail, or notice from third parties, governmental agencies and/or utility companies whether public or private
- (11) Events, circumstances, or incidents in the neighborhood and/or apartment complex, if applicable, that may have an impact on the fair market or fair rental value of the premises, or may have an impact on the health, safety, welfare of either or both the tenants and the tenancy premises (e.g. suspected criminal activity, disturbances of the peace, damages to property caused by persons or the elements weather and/or acts of God, toxic or hazardous conditions in the neighborhood or complex)
- (12) Death of a person at the premises

30. NO OTHER TERMS: This Rental Agreement and its written Addenda specified herein constitute the entirety of the terms of the tenancy; and supersedes any and all prior or contemporaneous verbal agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the tenancy property or the tenancy that have been made by the Landlord or anyone else to the Tenant. It is understood and agreed that the rental application is specifically incorporated herein and made a part hereof. If the application shall contain any misrepresentation later discovered by the Landlord, it shall constitute a material and substantial breach of this Rental Agreement, and an incurable violation of the Rental Agreement and grounds for immediate forfeiture of this Rental Agreement and the tenancy. Except to the extent that the Landlord issues a *Notice of Change of Terms of Tenancy* to the Tenant, no alteration, supplementation, change or modification of this Rental Agreement will be valid unless it is in writing and signed by the Tenant(s) and the Landlord or Agent for the Landlord. If a provision or paragraph of this agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted, and the rest of this agreement remains in effect.

To the extent that any provision of this Rental Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

31. ADDENDA: The parties acknowledge that the following exhibits attached to this Rental Agreement are hereby incorporated by reference into this Rental Agreement:

Landlord: You should consult with an attorney experienced in "Landlord-Tenant" law to determine the need and legal significance of each and every potentially needed or desired.

(CHECK ALL APPLICABLE BOXES)

TENANT INITIALS

- | | | |
|---|-------|-------|
| <input type="checkbox"/> Move-In (Check-In, Check-Out Sheet) | _____ | _____ |
| <input type="checkbox"/> Disclosure of Information on Mold | _____ | _____ |
| <input type="checkbox"/> Disclosure of Information on Lead Based Paint/Hazards | _____ | _____ |
| <input type="checkbox"/> Asbestos Addendum | _____ | _____ |
| <input type="checkbox"/> Proposition 65 Notice | _____ | _____ |

This document is not intended as legal advice, for proper preparation of this document you should consult with an attorney familiar with Landlord-Tenant laws. No liability is assumed for improper preparation or use. Use at your own risk. Use of this form does not imply representation of the Landlord by this law firm. No representation is made that this form is suitable for your particular legal matter.

THIS FORM IS PROVIDED AS A COURTESY OF THE LAW OFFICE OF GARY LINK, Sacramento, CA (916) 447-8101



TENANT INITIALS

- Drug Free-Housing Addendum _____
- Satellite Dish & Antenna Addendum _____
- Universal Waste Disposal Addendum _____
- Pest Control Notice _____
- Facts about Renters Insurance _____
- Pet Agreement _____
- Water Filled Furniture Agreement _____
- Appliance Agreement _____
- Pool/Spa Agreement _____
- Guarantor Agreement _____
- Homeowners Association Agreement with attachments _____
- House Rules _____
- Other: _____

This Rental Agreement containing thirteen pages, and its written Addenda specified herein constitute the entirety of the terms of the tenancy; and supersedes any and all prior or contemporaneous verbal agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the tenancy property or the tenancy that have been made by the Landlord or anyone else to the Tenant.

EACH AND EVERY CLAUSE OF THIS THIRTEEN PAGE RENTAL AGREEMENT IS GOING TO BE ENFORCED, IF TENANT DOES NOT UNDERSTAND ANY PORTION OR DOES NOT INTEND TO UPHOLD THIS AGREEMENT IN ITS ENTIRETY, TENANT IS ADVISED NOT TO SIGN BELOW UNTIL CLARIFICATION IS MADE AND TENANT CLEARLY UNDERSTANDS EACH PROVISION HEREIN.

THIS IS THE SIGNATURE PAGE FOR ALL ADULT TENANT(S) TO SIGN

DATE	TENANT SIGNATURE
DATE	TENANT SIGNATURE
DATE	TENANT SIGNATURE
DATE	LANDLORD OR AUTHORIZED AGENT SIGNATURE

This document is not intended as legal advice, for proper preparation of this document you should consult with an attorney familiar with Landlord-Tenant laws. No liability is assumed for improper preparation or use. Use at your own risk. Use of this form does not imply representation of the Landlord by this law firm. No representation is made that this form is suitable for your particular legal matter.
THIS FORM IS PROVIDED AS A COURTESY OF THE LAW OFFICE OF GARY LINK, Sacramento, CA (916) 447-8101