



# RESIDENTIAL RENTAL AGREEMENT (Fixed Term Tenancy with Holdover Clause)

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Revised 8/1/2012

**1. LANDLORD NAME:** Sample Owner Name

**1a. Agent Name:** RNB Property Management (DRE LIC# 01900856)

**Address:** 5754 Lonetree Blvd., Rocklin, Ca 95765      **Agent Phone:** 916-435-2424

The Agent and/or Management Company, if any, is not providing any promise, guarantee or warranty of compliance with any of the provisions of this Rental Agreement or the Addenda attached hereto. **The Agent is acting solely as a disclosed agent for the Landlord, and is not personally contracting with the Tenant.** This Residential Rental Agreement does not create a landlord-tenant relationship between the Agent and the Tenant(s).

Notification to the Landlord or Agent shall be to the following: 5754 Lonetree Blvd., Rocklin, Ca 95765

Notification to the Tenant shall be at the tenancy address.

**2. Occupants Of Premises To Be:**

**Sample Tenant Name,** Birth Date: 11/12/1952

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 pursuant to California Code of Civil Procedure Section 1161 (4) a substantial, material incurable violation of the Rental Agreement. Only authorized occupants named on this Rental Agreement may receive mail at the tenancy address specified below.

**3. TENANCY ADDRESS: 1234 School House Lane, Roseville, CA 95747**

**Monthly Rent:** \$1250

**Security Deposit:** \$1350

**Renters Insurance:** Required

**Electricity:** Tenant

**Gas:** Tenant

**Garbage:** Tenant

**Water:** Landlord

**Sewer:** Landlord

**HOA:** Landlord

**Landscape:** Landlord

**Pool/SPA:** N/A

**Pets:** No

**Refrigerator:** Yes (As-Is)

**Washer:** No

**Dryer:** No

**4. BEGINNING DATE OF TENANCY: January 1, 2013      ENDING DATE OF TENANCY: December 31, 2013**

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 which is identified above as the Ending Date of Tenancy, 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. If the Landlord intends not to allow this tenancy to become a month-to-month tenancy after the Ending Date of Tenancy, there is no obligation on the part of the Landlord to issue to the Tenant a Notice to Vacate at any time prior to the expiration date of this Rental Agreement which is identified above as the Ending Date of Tenancy. Unless a written agreement is signed by all the parties prior to the Ending Date of Tenancy that extends the term of the tenancy beyond the Ending Date

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of Tenancy, not later than the Ending Date of Tenancy the tenant must vacate and deliver possession to the Landlord without advance notification from the Landlord.

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 advance 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. The option to request the inspection identified in this paragraph shall not apply if the tenancy is terminated per California Code of Civil Procedure Section 1161 (2), (3) or (4). State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

**4a. DELIVERY OF POSSESSION TO TENANT**

- 1) If after signing this Rental Agreement, Tenant fails to take possession of the tenancy premises, the Tenant will still be responsible for all terms, covenants, conditions, and promises for which the Tenant is responsible pursuant to this Rental Agreement.
- 2) If for any reason Landlord or Agent fails to deliver or offers to deliver physical possession of the premises to Tenant on or before the Beginning Date of Tenancy as specified above, whether due to failure of prior occupants to vacate the tenancy premises as anticipated, due to renovations or repairs that are necessary to be completed, or for any reason that is not within the Landlord's or the Agent's control, this Rental Agreement shall not be void or voidable, nor shall Landlord or Agent be liable to Tenant for any loss or damage resulting from the failure to deliver possession to the Tenant, including but not necessarily limited to moving costs, temporary housing, storage costs, food expenses, child care, etc., so long as Landlord or Agent has exercised, and continues to exercise, reasonable diligence to deliver possession; provided, however, the rent shall be abated until Landlord or Agent delivers physical possession of the premises to Tenant.
- 3) If for a period of 5 days after the intended Beginning Date of Tenancy as specified in this Rental Agreement for any reason Landlord or Agent

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fails to deliver or offer to deliver physical possession of the premises to Tenant, Tenant may, at the Tenant's option, by notice in writing to the Landlord or Agent within 3 days after the end of the 5 day period, cancel this Rental Agreement, in which event the parties hereto shall be discharged from all obligations hereunder; however, Landlord shall return all sums previously paid by Tenant to Landlord or Agent. If such written notice is not actually received by the Landlord within said 3 day period, Tenant's right to cancel shall terminate.

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. Also, if the Landlord is responsible for any utility bill as specified in this Rental Agreement at Paragraph 8, and the utility bill increases by more than 10% of the utility billing applicable to the month immediately preceding the commencement date of this Rental Agreement, the Tenant will be immediately responsible for paying the difference to the Landlord. 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: \$1250 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 RNB Property Management 916-435-2423 or 916-435-2424**

THE LANDLORD AND/OR MANAGER, IF ANY, IS NOT REQUIRED TO ACCEPT TENDER OF PAYMENT FROM ANYONE OTHER THAN THE TENANT NAMED ABOVE. RECEIPT OF PAYMENT OF RENT OR ANY OTHER SUM DUE PURSUANT TO THIS RENTAL AGREEMENT FROM ANYONE OTHER THAN AN AUTHORIZED TENANT DOES NOT CREATE A LANDLORD-TENANT RELATIONSHIP WITH SAID PERSON, NOR GRANT RIGHTS OF POSSESSION OR OCCUPANCY TO SAID PERSON.

**Pay rent as follows:** Personal Check, Cashier's Check, Money Order - Third party checks are not permissible. Post-dated checks are not permissible. Credit card cash-advance personal checks will not be accepted as a form of payment.

If payment is made by the Tenant via a money order Tenant must be able to produce a money order receipt as proof of payment if money order is lost or stolen. If you make your payment via a money order, Tenant must do the following: 1) write the Landlord's name on the money order, 2) save a copy of money order with Landlord name on it and 3) obtain money order receipt from Landlord or Agent. Tenant must be able to produce a money order receipt as proof of payment if money order is lost or stolen.

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:

**1) Mail or Personal Delivery:** The usual days and hours for personal delivery of the rent and other sums due are:

Monday through Friday from 10:00 am to 6:00 pm and Saturday and Sunday from 10:00 am to 2:00 pm

Address: 5754 Lonetree Blvd., Rocklin, CA 95765 Phone #: 916-435-2423 or 916-435-2424

**2) Mail Slot:** There is a mail slot at the address identified above 24 hours a day / 7 days a week. Please place rent and notices in separate envelopes and clearly mark each envelope to ensure delivery to the proper personnel/department.

**3) Electronic Funds Transfer:** Tenant agrees to sign up online for ACH Processing

**4) 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.** Mail delivery may not be by "return receipt requested". **DO NOT MAIL CASH AT ANY TIME. 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, certified funds, 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

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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. Any attempt by Tenant to allocate or assign a payment in any other way will be invalid and void, including the use or application of a restrictive endorsement on the face of any form or method of payment. 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. The landlord may, but is not obligated to receive payment for sums due pursuant to this rental agreement in more than one payment form; if there is more than one tenant allowed per this rental agreement, payment must be made in one payment rather than separate partial payments from more than one tenant.

**5a. LATE CHARGES/NOTICE AND SERVICE CHARGES/BANK CHARGES:** In the event full rent is not actually received by the Landlord or Landlord's Agent, if any, by the third (3rd) day of the month, Tenant agrees to immediately pay a **late charge of \$50 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, partial or non-payment of rent and that it is otherwise impracticable or extremely difficult to ascertain the actual figure. Unpaid late charges may be demanded by the Landlord by the service upon the Tenant of a *Three Day Notice to Perform Covenant or Quit*; failure by the Tenant to pay the demanded amount will at the option of the Landlord result in the termination of the tenancy and a subsequent lawsuit against the Tenant for Unlawful Detainer. Also, without limitation to other remedies available to the Landlord, at the option of the Landlord a separate civil claim may be filed against the Tenant for the unpaid late charges.

Even though the Tenant is herewith being provided with the opportunity and duty to pay late charges, permission is not being expressly or impliedly given to the Tenant to pay the rent on one or more occasion in an insufficient amount or untimely after the first day of the month - even if late charges are paid along with the rent or thereafter paid by the Tenant. It shall be considered by the Landlord that even if late charges which are due per this paragraph, are paid by the Tenant due to insufficient or untimely payment of the full rent due, that the Tenant has substantially and materially violated this Rental Agreement, and as such, at the sole and exclusive option of the Landlord, the tenancy may be appropriately terminated by the Landlord by the issuance of a legally required notice to vacate. It is understood and agreed that the acceptance of the rent by the Landlord, whether the rent payment is late or insufficient shall not and does not constitute a waiver by the Landlord of the duty of the Tenant to pay late charges.

In the event a *Notice to Perform Covenant or Quit*, and/or a *Three Day Notice to Quit* pursuant to California Code of Civil Procedure Section 1161 is served upon the Tenant, for the costs associated with service of any such notice whether curable or not, Tenant agrees to pay for all charges and costs associated with preparation and "service of process" of the Notice(s) which shall be due and payable upon demand; the amount of the preparation and "service of process" charge related to a *Three Day Notice to Perform Covenant or Quit* may be demanded on a *Three Day Notice to Perform Covenant or Quit*. Failure by the Tenant to pay the demanded amount will at the option of the Landlord result in the termination of the tenancy and a subsequent lawsuit for Unlawful Detainer. Also, without limitation to other remedies available to the Landlord, at the option of the Landlord a separate civil claim may be filed against the Tenant for the charges and costs described.

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 \$35.00 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. Unpaid bank charges due to one or more dishonored checks may be demanded by the Landlord by the service upon the Tenant of a *Three Day Notice to Perform Covenant or Quit*; failure by the Tenant to pay the demanded amount will at the option of the Landlord result in the termination of the tenancy and a subsequent lawsuit against the Tenant for Unlawful Detainer. Also, without limitation to other remedies available to the Landlord, at the option of the Landlord a separate civil claim may be filed against the Tenant for the charges described.

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 amount of the deposit is identified on the first page. 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 all deductions allowed by law, **including but not limited to** any unpaid rent, repair of damages to the premises above and beyond

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normal wear and tear caused or allowed 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 in at the inception of the tenancy, 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, and for fees, charges, impositions, assessments, penalties and fines imposed upon the Landlord that have been caused by the Tenant or for which the Tenant is responsible, unpaid utilities and services as required to be paid by the Tenant as stated in this Rental Agreement, attorneys fees as allowed by this Rental Agreement and court costs incurred by the Landlord and awarded as a money judgment or reserved by the court as a result of a lawsuit for Unlawful Detainer having been filed against the Tenant, as well as for any amounts for which the Tenant is responsible per the covenants and conditions of this Rental Agreement including but not limited to those amounts identified in Paragraphs 8, 13, 30, and 35 of this Rental Agreement.

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. It is herein agreed that after either the landlord or the tenant provides an appropriate notice to terminate the tenancy, a landlord and tenant may mutually agree to have the landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the tenant; the landlord and the tenant may also agree to have the landlord provide a copy of the itemized statement along with the copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises to an email account provided by the tenant.

For the purpose of determining the beginning of the 21 day period "Restoration/Vacation" is complete when:

- (1) the Tenant signs an Acknowledgment of Vacation of Real Property form that is accepted by the Landlord, or
- (2) the Tenant has been removed from the premises pursuant to execution of a Writ of Possession or a Writ of Restitution, or
- (3) the Landlord recovers possession of the tenancy premises pursuant to Civil Code Section 1951.3, or
- (4) **ALL** the following requirements have been met:
  - (a) Tenant and all others have actually vacated the premises, and
  - (b) transferred to the Landlord or Agent actual possession of the keys, remote controls, if any, mail box keys, if any, and
  - (c) removed all personal property and trash from the interior and exterior of the premises, and
  - (d) affirmatively communicated with the Landlord or the Landlord's Agent that the Tenant is no longer claiming possession of the premises and that there are no other occupants claiming possession of the premises, and
  - (e) given to the Landlord or Agent the Tenant's forwarding address.

It is not sufficient for the Tenant to merely leave the keys inside the premises, or to give them to a neighbor (unless the neighbor is the Agent of the Landlord). Tenant will be charged rent for each day Tenant is in possession of keys, remote controls, mailbox keys, or if personal belongings are not completely removed, or if the Tenant or others are still in possession of the tenancy premises whether the keys, remote controls and mailbox keys have been delivered and all articles of personal property have been removed. All five items (a-e) 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. The Landlord and Agent are not responsible for calling, writing or otherwise requesting from the Tenant the Tenant's forwarding address; it shall at all times be the sole and exclusive duty of the Tenant to provide a forwarding address to the Landlord or Agent.

The Landlord reserves the rights allowed per Civil Code Section 1951.3.

It is understood that charges to the Tenant may exceed the amount of the security deposit, for which the Tenant will be responsible.

**Nothing in this paragraph or this Rental Agreement shall prevent or limit the Landlord from bringing suit or filing claims to recover from Tenant any and all funds for damages, losses, costs, expenses, fines, penalties, charges, attorneys fees, etc. for which the Tenant is responsible, which may exceed the amount of the security deposit.**

**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 or stays overnight 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 a pet is allowed at this premises via a Pet Addendum, "pet-sitting" is not an exception to the limitations of this paragraph. For the purpose of this Paragraph occupancy by the Tenant and/or a Tenant's guest, visitor, or invitee of a parked mobile home, recreational vehicle, truck, camper or vehicle on the tenancy real property for longer than three days in any thirty day period shall constitute a violation of this Paragraph - this language is not a waiver of the

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following language contained in this Rental Agreement which states "No boats, trailers, recreational vehicles, campers or mobile homes are allowed to be parked on the tenancy premises without advance written permission of the Landlord."

Unless written and signed permission is given in advance by the Landlord or Agent, extended stay "baby sitters", house-sitting, and child care providers who remain in or on the premises whether on a continuing basis or on a recurring basis for more than three days in a thirty day period shall also constitute a violation of this Paragraph. 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 by the Landlord of rent or any other payment from the Tenant 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.

Evidence of wrongful assignment and/or subletting shall include but not be necessarily limited to the following circumstances:

- a. Storage of personal property on the premises that is owned or in the custodial control of someone other than a tenant of this rental agreement.
- b. Receipt of mail at the tenancy premises by a person or entity other than the authorized occupants named on page one.
- c. The placement by any person or entity other than the authorized occupants on any document, website, or application that identifies that person to have the tenancy address listed herein as a location of residence, domicile or receipt of mail or correspondence.
- d. One or more statements of either (1) the authorized occupants, (2) reliable third persons (ie. neighbors, visitors, mail carrier) who are not authorized occupants, or (3) the suspected wrongful assignee and/or subtenant, that state that there is one or more unauthorized occupant who has or is occupying the unit, residing in the unit, or staying overnight in the unit for longer than three days in any thirty day period.
- e. The parking of one or more vehicles that do not belong to the Tenant on the tenancy premises or in the neighborhood for more than three days in a thirty day period.

**8. UTILITIES:** Except as expressly stated below in this paragraph Tenant shall be responsible for and shall pay when applicable directly to the appropriate supplier, for **ALL** utilities and services, private and public service charges and assessments, and deposits required by a utility or service company including but not limited to gas, electricity, water, sewer, garbage, phone, cable, satellite dish, internet connection etc. (this is **not** a promise of the Landlord or Agent that cable, satellite dish, internet service connection, or any other undefined utility or service is being provided by the Landlord or available to the tenancy premises) as well as any fees, charges, assessments, taxes, fines, penalties, etc. that are or may be associated therewith. If the Tenant fails to pay for the costs of ALL utilities, private and public service charges and assessments including but not limited to gas, electricity, water, sewer, garbage, phone, cable, etc. as well as any fees, charges, assessments, taxes, fines, penalties, deposits, etc. that are or may be associated therewith, as specified in this Paragraph, the Landlord may elect to pay said amounts, whereupon upon demand of the Landlord for payment by the Tenant, the Tenant must immediately pay to the Landlord said amount.

Tenant agrees to have all utilities and services 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 and services has been received. Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or submetering system or device. As with all other covenants and conditions on the part of the Tenant to be performed, violation of this section is a material and substantial breach of this Rental Agreement, and shall entitle Landlord to all available remedies under this Rental Agreement or applicable laws.

**The Tenant will NOT be responsible for these utilities or services:** Water, Sewer, HOA, Landscape

**TENANT IS HEREBY NOTIFIED** that inasmuch as the Tenant is responsible for having ALL utilities and services for which the Tenant is responsible turned on and/or transferred into the Tenant's name as of the scheduled move-in date, for those utilities and services that the utility or service company allows to be put into the Tenant's name for financial responsibility purposes, if at the time of the beginning of the tenancy any utility or service being provided to the tenancy premises is still in the name of the Landlord or for which the Landlord is responsible, and which the Tenant has not turned on and/or transferred into the Tenant's name as of the Tenant's scheduled move-in date, the Landlord or Agent will at the earliest opportunity that is available to the Landlord or Agent - and without any further advance notification to the Tenant - terminate any and all such utility or service for which the Tenant is expressly responsible per this Paragraph of this Rental Agreement; **accordingly in order to avoid an interruption of utilities or services prior to the date of the commencement of the tenancy or immediately upon commencement of the tenancy, the Tenant must make immediate arrangements with any service or utility company to have financial responsibility transferred into the name of the Tenant.**

Notwithstanding the foregoing, it shall nevertheless be and remain the financial responsibility of the Tenant to pay as required herein for any and all Tenant responsible utilities, services, assessments, costs, etc. as described in this paragraph for the daily per diem amounts due beginning with the commencement date of this tenancy, whether the Tenant actually moves into the tenancy premises or not; and to pay thereafter as required herein for each and every day the Tenant remains in possession of the tenancy premises and/or for the duration of the tenancy, whichever is longer. If and when the utilities and/or services are discontinued by the Landlord or the Agent per this Paragraph, it is understood and agreed that such termination of services or utilities is not intended to terminate the tenancy within the meaning of the provisions of California Civil Code Section 789.3; rather, the intent and purpose of the termination is to simply transfer financial responsibility to the Tenant per the agreed upon provisions of this Paragraph.

Throughout the tenancy the Tenant will pay the utility bills to the utility or service companies and keep the utilities and services in

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effect. Disconnection or termination of utilities or services due to act(s) or omission(s) by the Tenant is a material violation of this Rental Agreement. For any utility or service billing statement that cannot be put into the Tenant's name, or is not put in the Tenant's name, the Landlord will provide a copy of said statement, which must be paid immediately by the Tenant upon receipt. Tenant may not have utilities or services for which the Tenant is responsible pursuant to this Rental Agreement put into the name of anyone other than the Tenant him/herself. Tenant shall not use any utilities or services furnished at the premises in a wasteful or unreasonable manner. Utilities and services may not be shared with any third persons other than the Landlord as stated below.

The Tenant understands and agrees that from time to time the Landlord may have a desire or need to utilize one or more utility services that are being provided to the tenancy premises for the purpose of upkeep, maintenance, remodeling, repair, renovation, providing necessary or agreed upon services to the premises and/or one or more portions of the tenancy premises including but not limited to common areas nearby or associated with the tenancy premises. The Tenant agrees that for the purposes stated herein, the Landlord may from time to time utilize one or more utility services being provided to the Tenant at no cost to the Landlord; the Tenant may not offset the costs associated with such occasional usage by way of a reduction in the payment of any amount due pursuant to this Rental Agreement or any Addenda hereto, and will not present an independent affirmative claim against the Landlord for such usage unless the usage is grossly unreasonable.

There shall be no abatement of rent or other payments due from the Tenant pursuant to this Rental Agreement, and Landlord shall not be responsible or liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident or other cause beyond Landlord's reasonable control or in cooperation with governmental request or direction. Also, if utilities or services to the premises are disconnected or terminated by the utility or service provider due to the fault of the Tenant, the Landlord will not be obligated nor under a duty to restore the utilities or services to the premises; rather, it will be and shall remain the Tenant's responsibility and duty to do so, as well as the Tenant's responsibility to pay in advance for any and all associated re-connection fees, penalties, fines and charges.

If at the time of voluntary or involuntary restoration of possession of the tenancy premises to the Landlord or Agent, it shall be the responsibility of the Tenant to sign and/or communicate as required any and all authorizations or notifications to utility and service providers that will allow the Landlord to have said utility or service changed, terminated, or restored into the Landlord's name, or placed into the name of a subsequent tenant. Violation of this provision or failure to participate in complying with the utility or service company requirements for transfer of the utility or service into the name of the Landlord and/or the name of the new tenant, will cause the Tenant to remain financially responsible for all costs of utilities and services until a termination, restoration, placement, or change is allowed to be completed.

**9. PETS:** Except as required by law no pets or animals shall be brought or allowed on the premises without a Pet Agreement signed between Tenant and Landlord. This includes feeding strays, pets or animals "visiting", and pet or animal sitting. If pets or animals are found on the premises at any time, including but not limited to common areas and exterior areas of the tenancy property without a 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 or animal 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 and Occupants 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 and corridors leading to each bedroom, 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 has conducted any and all inspections and investigations of the premises as well as the neighborhood and/or area conditions, including but not necessarily limited to location of law enforcement, adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, governmental services, availability of communication devices and connectivity, schools, restaurants, stores, zoning, existing transportation availability, as well as any and all anticipated, estimated, actual, current and/or future utility payment and/or governmental impositions, fees, charges and or assessment responsibilities applicable to this unit and this Rental Agreement and/or addenda hereto for which the Tenant is responsible. Tenant accepts such matters as they exist, and acknowledges and represents that whatever conditions exist are suitable for the Tenant's rental and occupancy of the premises. Tenant acknowledges that neither the Landlord nor the Agent, if any, has made any representations as to any of the items referenced in this paragraph, and that Tenant is relying upon his/her own investigation of same.

Tenant shall at all times, at Tenant's sole cost, risk and expense, maintain the premises, its equipment and contents, in reasonably clean, sanitary and neat condition and repair. Tenant shall not paint, paper, change locks, (except as allowed by California Civil Code

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Sections 1941.5 and 1941.6), 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. Through any time period occupied by the Tenant as well as through any time period for which the Tenant is responsible for the obligations associated with this Rental Agreement, Tenant shall not cause or allow any damages to the premises, common areas, structures, foliage, landscaping, appliances, fixtures, cosmetic appointments (eg drapes, carpeting, floor coverings, window coverings, plumbing, cabinetry, electrical, HVAC, etc.).

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, floors, ceilings, counters, cabinets, 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. **Tenant must also both verbally and in writing immediately notify the Landlord of any and all deficiencies 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, with the Tenant's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities - which shall include any and all 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 (note that exterior portions of the tenancy premises are not intended for sleeping or camping, nor for any business or enterprise activities). The Tenant acknowledges, understands and agrees that California Civil Code Section 1941.2 states that if the Tenant is in substantial violation of any of the affirmative obligations of (1) - (5), provided that the Tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the Landlord's obligation under Section 1941 to effect necessary repairs, there will be no duty on the part of the Landlord to repair such dilapidation under Section 1941 or Section 1942 of the California Civil Code. Notwithstanding the foregoing, this Paragraph is not a waiver of the Landlord's right to enter the tenancy premises pursuant to California Civil Code Section 1954 or Paragraph 13 of this Rental Agreement.

In the event a Landlord, Agent, Vendor of the Landlord or Agent verbally or in written form instructs the Tenant as to behavior, conduct, or treatment of any vendor associated work, repair, upgrade, renovation, treatment, or remediation, the Tenant agrees to and must fully and completely comply. Failure to do so by the Tenant or interference with the project is considered a substantial violation of this Rental Agreement, and as such shall be considered as good cause to terminate the tenancy as allowed by law. Further, the Tenant will be financially responsible and shall pay for any and all damages, losses or charges associated with the failure to comply with said instructions, and for the costs associated with a return vendor visit that is intended to accomplish the assigned vendor task.

**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, as well as other financial responsibilities including but not limited to rent for the full remaining term of the tenancy. Landlord shall be the sole judge as to whether such damage has caused said building or premises to be untenable.

**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 cost, risk and expense. Except as provided in this Rental Agreement, 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

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the law and/or this Rental Agreement either requires and/or allows that Tenant be permitted to directly make repairs and/or provide services to the tenancy premises, 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 and 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 including but not limited to California Civil Code Sections 1941.5 and 1941.6, including but not necessarily limited to state and federal laws relating to renovation and/or repair of properties that may contain lead based paint, 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 actively licensed by the State of California unless otherwise allowed by the Landlord or Agent with a document signed by the Landlord or the Agent, 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 TENANTS & GUESTS:** Tenant shall at all times comply with all homeowner association rules and regulations, statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Neither Tenant nor any invitee, guest or family member of the Tenant shall violate any governmental law, rule, regulation, ordinance, or judicial decision in the use of the premises and/or common areas, 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. The overheard use by the Tenant and/or the Tenant's guests, visitors, invitees or family members, of offensive, indecent, insulting and/or abusive language including but not limited to discriminatory language as defined by both State and Federal law, as well as profanity and/or lewd remarks and conversation is not allowed at any time, and shall be considered to be both a violation of this Rental Agreement, and as disorderly and nuisance causing behavior. Neither Tenant nor any invitee, guest or family member of the Tenant will engage in any act or omission that might place the Landlord in violation of any applicable building, housing, zoning, or health and safety codes and regulations.

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, at 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.

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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 verbally and in writing!**

Driveways, garages, patios, yards, common areas, common use hallways, 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, common use hallways, driveways or 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. The driveways, sidewalks, courts, courtyards, common areas, entryways, stairs and/or halls, shall not be obstructed at any time, and shall be for the purpose of ingress and egress only.

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. Recreational vehicles, tractor-trailers, trailers, and motor homes may not be parked or stored on the premises without the advance written consent from the Landlord or Agent for the Landlord.

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 (including but not necessarily limited to skateboards, scooters, motorcycles, cars, campers, waverunners, boats, motorized vehicles of all kinds, boats, planes, or trailers) may be parked or placed on the lawn, if any, 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, and other sound or amplification devices are to be used no louder than is absolutely necessary.

Complaints from your neighbors, vendors, management or others about inconsiderate behavior by you, family members, guests, visitors or invitees may result in a termination of your tenancy. Public or common area intoxication by the Tenant and/or the Tenants guests, visitors, invitees and family members due to alcohol consumption or drugs is not permitted at any time. Guests, visitors, invitees and family members are expected to abide by all House Rules, if any. Tenants are required to be physically present while guests, visitors or invitees use the common areas or recreational facilities, where applicable.

Decals, stick-on-labels, sticky tack, or contact paper are not allowed on ceilings, walls, windows, floors, doors, counters, 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 ceilings, windows, walls, cabinets, floors or doors.

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

Fireplaces - If there is a fireplace at the premises 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. Tenant will comply with any and all local ordinances regarding the use and operation of any fireplace and/or wood burning device. It is the tenant's responsibility to become apprised of any and all local ordinances that may be in effect so that there is no violation of any applicable ordinance at any time.

**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 and Federal 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 and/or possession of illicit drugs by**

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**Tenant, family members, visitors, invitees, or guests on or near the premises will be grounds for immediate eviction.** See Drug and Crime Free Housing Paragraph in this Rental Agreement. 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 is required to properly dispose of any objects, paper, trash, debris, and cigar and cigarette butts, and insure that they are placed in appropriate receptacles so that litter is not created on or near the Tenant's unit.

Tenant is not permitted to allow trash and other materials to accumulate whether inside or outside the dwelling unit so as to cause a health or safety hazard or be in violation of any health, fire or safety ordinance or regulation.

If there is one or more common trash receptacle or recycling receptacle provided by the landlord, or is available for general use, Tenant must properly dispose of articles in the proper receptacle. Tenant shall break apart any large boxes before placing boxes into the appropriate receptacle. Tenant will be responsible for the costs associated with hauling to the dump any items too large to fit into any designated receptacle. Tenant must comply with all present and future laws, orders, rules and regulations of any and all local, state and federal governmental agencies regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.

Neither the tenant nor any guest, visitor, invitee of the Tenant may engage in what is commonly characterized as "dumpster diving"; no such person is allowed to remove, confiscate, retain or possess the discarded trash or recyclables of another.

Tenant shall refrain from disposing of any combustible or hazardous material in garbage and/or waste receptacles. Hazardous waste, gasoline and any combustible substances are not to be stored or disposed of on the property. All hazardous waste including but not limited to needles, syringes, medical supplies, etc. must be disposed in accordance with applicable codes and laws.

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. The Tenant will not obstruct windows or doors. The Tenant will not leave windows or doors in an open position during inclement weather. The Tenant will not obstruct any ventilation ducts or openings at any time. The Tenant will keep all air conditioning and ventilation system filters clean and free from dirt, dust and debris.

Tenant shall turn off all appliances (e.g. stove, dishwasher, garbage disposal, oven, microwave, washing machine, clothes dryer, portable fans or portable heaters, gaming equipment, [x-box, play stations], television, etc. before departing from the premises. Tenant must properly supervise and attend to the operation of any and all appliances whether the appliance is owned by the Landlord, the Tenant or another person; further Tenant may not operate or run any appliance while absent from the tenancy premises. Appliances, if any, that are provided by the Landlord are not allowed to be used by anyone other than the authorized Tenant(s); no such appliance(s) may be used for any commercial or business purpose at any time. Appliances must be kept clean. No additional appliances may be installed in or on the unit without written permission from the Landlord and/or the Landlord's Agent. This includes but is not necessarily limited to portable heating devices, window air conditioners, freezers, refrigerators, generators, portable air conditioners, washers, dryers, dishwashers.

Tenant shall insure that objects of personal property are kept inside the unit, or inside a designated storage unit or space, if any, 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, campers, or mobile homes are allowed to be parked on the tenancy premises without advance written permission of the Landlord or Agent; even if one or more of these items is parked on a public street or on an adjacent real property, the Tenant is prohibited from allowing an electric cord, sewage disposal pipe or hose, water supply connection, or any other type of connection to and from said boat, trailer, recreational vehicle, camper, or mobile home to the tenancy dwelling, or to and from another structure or real property, or to and from the tenancy real property.

Camping outside the structure, sleeping outside, whether in a sleeping blanket, on ground coverings or blankets, whether in a tent or other covering is prohibited at all times, and a violation of this Rental Agreement.

Tenant shall not place, maintain, nor permit on any exterior door, railing, balcony, siding, wall, or window of the premises any flag, sign, awning, canopy, marquee, lighting (eg. Christmas lights), lighting devices, or advertising material 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 (whether inside or outside) 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, potato skins, rice, noodles, egg shells, 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 dish and clothes washers or dryers are not allowed unless approved in writing by the Landlord or the Landlord's agent.

Tenant and Tenant's visitor, invitees and guests are not allowed to enter or exit the premises through the windows other than in an emergency.

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Other than cooking in the kitchen in or on appliances that are directly and commonly associated with cooking of food for human consumption, the cooking of any substance - whether on or in a microwave oven, portable burners, hot plates, grills or otherwise - in any room, garage (whether attached or detached), or interior portion of the tenancy premises is not allowed at any time.

If there is an attic or crawl space above the ceiling, the Tenant and the Tenant's visitors, guests, invitees and family members are not allowed to go into or enter into this area for any purpose whatsoever, nor is the Tenant allowed to permit guests, visitors or invitees to access these areas. If there is an unfinished subfloor or basement, the Tenant is not allowed to go into or enter into this area for any purpose. Tenant is not allowed to stop, walk, run or otherwise step onto or go onto the roof of the tenancy premises, nor is the Tenant allowed to permit guests, visitors or invitees to access these areas.

Tenant will not load the floors with personal property beyond the point considered safe by a licensed contractor.

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.

Landlord may engage in any and all Landlord selected renovation, repair, replacement or premises alteration or modification with or without the services of a licensed handyman or contractor; the landlord may engage in such activities on a "do it yourself" basis. The Tenant is not entitled to demand that a licensed contractor or other licensed vendor engage in providing such services to the premises.

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 or rent, including but not limited to allowing access to the premises to appraisers, potential buyers, prospective tenants, real estate agents, brokers, vendors, as well as allowing the placement of a lock box and access to the premises thereby. Tenant authorizes Landlord to place "For Sale" and/or "For Rent/Lease" signs on the premises, which the Tenant is not at any time authorized to deface, cover, alter, move, replace, or remove; violation will be considered incurable, substantial and material. If the Tenant violates this provision, the Tenant will be held financially responsible for any and all financial losses or damages sustained by the Landlord.

Nothing in this Rental Agreement limits, abridges, or restricts the right of the Landlord to market this real property for sale or rent, nor does anything in this Rental Agreement limit, abridge, or restrict the right of the Landlord to sell or transfer ownership of this real property to another.

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

Tenant shall not use or allow any type of open flame cooking, including but not necessarily limited to barbeques that use charcoal or other combustible substance, or propane or other similar combustible material or substance to occur on any balcony or within ten feet of combustible construction or near other combustible materials. Propane may never be stored on or in any tenancy unit.

Neither incense nor any other similar fragrant/odor producing substance, including but not limited to candles, cooking ingredients, marijuana, and pungent spices may be burned or ignited at the premises at any time. Tenant is responsible for the costs of remediation for any unwanted odors including but not limited to tobacco, spice, incense, cooking, animal and/or perfume or cologne residue. Remediation includes but is not necessarily limited to sealing and painting of walls, carpet cleaning and/or replacement, appliances and furnishings cleaning and/or replacement.

If there are common areas of the real property that are accessible to other tenants, guests, visitors, or invitees to the real property such as a parking lot, sidewalks, walkways, hallways, stairways, balconies, patios, pool decks, playgrounds, courtyards, seating areas, etc., other than cars and motorcycles in the parking lot and pedestrian use and modes of transportation necessary to accommodate persons with disabilities, no rollerskates including but not limited to roller-skate type shoes (eg. Heelys), rollerblades, ripsticks, scooters, razors, uni/bi/tricycles, motorcycles, golf carts, mopeds, people-movers, pogosticks, stilts, go-carts, skateboards, longboards, wagons, minibikes, cruisers, remote controlled vehicles or toys, or vehicles of any kind are allowed to be ridden or operated remotely by any tenant or any tenant's visitors, guests or invitees, on the real property.

**Also, without limiting any other right of the Landlord for violation by the Tenant of any one or more provision of this Rental Agreement, for purposes of enforcement by the Landlord of California Code of Civil Procedure Section 1161(4), if a person commits an act of domestic violence as defined in Section 6211 of the Family Code, sexual assault as defined in Section 261, 261.5, 262, 286, 288a, or 289 of the Penal Code or stalking as defined in Section 1708.7, against another tenant or subtenant on the premises there is a rebuttable presumption affecting the burden of proof that the person has committed a nuisance upon the**

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**premises, provided, however, that this shall not apply if the victim of the act of domestic violence, sexual assault, or stalking or a household member of the victim, other than the perpetrator, has not vacated the premises.**

**12a. UNIVERSAL WASTE DISPOSAL: See UNIVERSAL WASTE DISPOSAL PARAGRAPH below.**

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](http://www.dtsc.ca.gov). **It is the Tenant's responsibility to obtain information regarding compliance standards.**

**13. INSPECTION & RIGHT OF ENTRY/CONSEQUENCES FOR TENANT VIOLATION:** 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 Health & Safety Code Sections 13113.7 and 17926.1, and Section 1954 of the California Civil Code and may enter the premises in case of emergency, to make or supply necessary or agreed repairs including but not limited to repairs or alterations required by law for the Landlord to perform, to make or supply necessary or agreed 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, install, repair, maintain and test the smoke detector(s), to inspect, install, repair, maintain and test any carbon monoxide detector(s); or to inspect water filled furniture, if any. The Landlord and Agent, if any, retain and reserve all rights of inspection and entry of the dwelling unit as allowed by Health and Safety Code Section 17926.1, Health and Safety Code Section 13113.7, Civil Code Sections 1954 and 1941.5. 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 a.m.- 6:00 p.m.) on any day of the week including Saturday and Sunday.

Tenant acknowledges and agrees that Landlord or Landlord's Agent shall have the right to perform monthly interior and exterior inspections to determine if any deferred or preventive maintenance is required, and to comply with legal requirements imposed upon the landlord. 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 and exterior 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.

It is further understood and agreed that pursuant to Health and Safety Code Section 17926.1 the Landlord and/or the Landlord's agent may enter this dwelling unit for the purpose of installing, repairing, testing, and maintaining any and all carbon monoxide devices that have been installed, pursuant to the authority of California Civil Code Section 1954.

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.

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. Examples of emergencies are as follows: Gas leak or smell, no heat in the winter, no electricity in the unit, water entering into the unit, leaking hot water tank, plumbing leaks effecting the structure or personal property located therein, exterior door, window or lock broken and unable to secure the unit, one or more condition at the premises that may cause harm to person or property, inoperable toilet (if there is only one toilet in the unit).

Other than as allowed by Civil Code Sections 1941.5 and 1941.6 to facilitate Landlord's or Agent's right of access, Tenant agrees not to alter or re-key any locks to the premises, without the prior written consent of Landlord. If Tenant does exercise rights as allowed by these code sections, the Tenant is obligated to immediately provide Landlord or Agent with a duplicate key and remote control, if any.

During and throughout any inspections of the premises as allowed herein or by law, the Landlord and/or Agent is herewith given express permission and consent to take photographs of the condition of the premises and/or the manner in which the premises is being maintained by the Tenant, as well as to establish and document conditions at the premises at the time of the taking of the photograph.

**Except as allowed by court order lawfully obtained by the Tenant, any single violation by the Tenant of this Paragraph 13 in delaying, suspending, prohibiting, or otherwise interfering with any Landlord or Agent right to enter and inspect the premises or otherwise provide necessary or agreed repairs or services or enter and inspect the tenancy premises pursuant to law or pursuant to this Rental Agreement shall be considered material and substantial, as well as an incurable violation of both**

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California law and this Rental Agreement. Further, if the Tenant refuses to allow an inspection or entry of the tenancy premises permitted by law or by this Rental Agreement including but not limited to any rights of entry expressed in any Addenda associated with this Rental Agreement, or if the Tenant fails to fully and completely comply with the rights of the Landlord or Agent to enter the tenancy premises as allowed by law or this Rental Agreement, or if the Tenant in any way interferes with the right of the Landlord or Agent to inspect the tenancy premises as allowed by law or this Rental Agreement, the Tenant agrees to be financially responsible and immediately upon demand pay to the Landlord or Agent any and all financial costs, damages, losses, fees or charges sustained because of the Tenant's interference, lack of cooperation and/or prohibition, prevention or refusal to allow entry and access to the tenancy premises.

Examples of financial damage or loss to the Landlord include but are not necessarily limited to vendor trip charges, re-scheduling fees, property management fees associated with a noticed or agreed upon inspection of the tenancy premises, as well as losses or damages associated with lost sale or rental opportunities. Any and all such fees, charges, and losses may be demanded by the Landlord by the service upon the Tenant of a *Three Day Notice to Perform Covenant or Quit*; failure by the Tenant to pay the demanded amount will at the option of the Landlord result in the termination of the tenancy and a subsequent civil lawsuit against the Tenant for Unlawful Detainer; also, at the option of the Landlord a separate and independent civil claim for said fees, charges, and losses may be filed against the Tenant for payment of the fees, losses, charges, and damages incurred as a result of the interference, delay, suspension, prevention, prohibition or refusal of the Tenant to allow entry or access to the tenancy premises.

It is also understood and agreed that after the commencement of the tenancy the Landlord or Agent shall have the right pursuant to both California Civil Code Section 1954 and this Paragraph 13 of this Rental Agreement to enter and inspect the tenancy premises to make necessary repairs and services, decorations alterations or improvements which are herein defined to include but not be necessarily limited to either or both return the tenancy premises to its original pre-altered/pre-damaged condition and/or to return the tenancy premises to a habitable and/or code-compliant condition, and/or to exhibit the dwelling unit to workers or contractors in the event that the Landlord or Agent reasonably suspects due to personal observation or due to information provided to the Landlord by either the Tenant, a guest, visitor, or invitee of the Tenant, and/or a reliable third party source that the Tenant has done or is doing any of the following:

- (1) caused or allowed damages to the tenancy premises, or
- (2) without written permission or consent of the Landlord or Agent having been received in advance altered, modified or changed any portion of the structure, appliances, fixtures, wall or floor coverings, as well as locking mechanisms or other systems at the tenancy premises, or
- (3) not complied with the Rental Agreement by failing 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, or
- (4) failed to dispose from the dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner, or
- (5) failed to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, or
- (6) permitted 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,

If the Tenant, a governmental authority, a reliable third party source, or a vendor verbally or in writing notifies the Landlord or the Agent that there are alleged deficiencies with regard to the tenancy premises, whether the alleged deficiency involves a situation or circumstance where the premises may be characterized as wholly or partially uninhabitable where bare minimum living requirements as defined by the case of *Green v. Superior Court* are allegedly not present, or if there is a reasonable suspicion or report of living conditions for which the Tenant is responsible that have caused or are causing damages to the tenancy premises and/or potential for further damage or harm to either the tenancy premises or to other residents, neighbors, management staff, vendors, and/or visitors to the tenancy premises, or if the Tenant asserts as an affirmative defense to a lawsuit for Unlawful Detainer that the premises is uninhabitable or that there are deficiencies at the tenancy premises that may allegedly place the Landlord in a position of breach of this Rental Agreement, it is further understood and agreed that the Landlord or Agent shall have the right pursuant to both California Civil Code Section 1954 and this Paragraph 13 of this Rental Agreement to enter and inspect the tenancy premises to make necessary repairs and services, decorations alterations or improvements which are herein defined to include but not be necessarily limited to either or both return the tenancy premises to its original pre-altered/pre-damaged condition and/or to return the tenancy premises to a habitable and/or code-compliant condition, and/or to exhibit the dwelling unit to workers or contractors

For the purpose of determining whether the Tenant has or is interfering, delaying, or prohibiting entry and access to the tenancy premises, and for the purpose of determining whether the Tenant has or is breaching the Rental Agreement and/or California law, as well as for the purpose of holding the Tenant financially responsible for any and all fees, charges, and financial losses suffered by the Landlord as a result of Tenant caused or allowed interference, delay or preventing/prohibition of entry and access to the tenancy premises, "interference, delay or prohibition with the right of the Landlord or Agent to enter and inspect the tenancy premises as allowed by law or this Rental Agreement" shall include but not be necessarily limited to the following:

- (1) verbal or written notice from the Tenant or someone acting for or on behalf of the Tenant to the Landlord or Agent that a properly noticed or agreed upon inspection will not be allowed at the scheduled time and date, (2) locks and/or locking mechanisms determined at the time of the notified inspection to have been

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altered or changed or damaged by the Tenant or a guest, visitor or invitee of the Tenant such that the Landlord or Agent retained key, code or means of access into the tenancy premises is prevented, (3) presence of hazardous conditions (eg. Dogs) caused or allowed by the Tenant that prevents or interferes with safe entry and inspection, (4) Tenant physically or verbally preventing unimpaired access into or onto the tenancy premises for entry and inspection as notified.

**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 BOTH VERBALLY AND IN WRITING AND LAW ENFORCEMENT OF ANY ILLEGAL OR CRIMINAL ACTIVITY IN, ON OR NEAR THE PREMISES OF WHICH TENANT HAS KNOWLEDGE.**

Tenant indemnifies Landlord/Agent against any damage or destruction resulting from leaving windows open during rain or storms, unnecessary flows of water from pipes, faucets or other sources, or failure to turn off gas or electrical appliances or lights when not in use. In addition and without limitation, Tenant shall pay for any expenses, damage or repair occasioned by the stopping or overflow of waste pipes, bathtubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks or water-filled furniture, provided such stopping or overflow was caused by an act or omission of Tenant and/or any person or premises through or under Tenant. Tenant further agrees to pay rent for the period the unit is damaged whether or not habitable, if such damage is caused as outlined herein.

The expiration or termination of this Rental Agreement and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Rental Agreement as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**15. DEFAULT:** If Tenant shall fail to pay rent when due, or fail to perform any curable covenant, condition, provision, promise or 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, her or its 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/her or its sole option may elect to (a) continue this Rental Agreement in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent and other fees, charges, assessments, etc. as they become due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages the Landlord 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 or her 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 a 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. There shall be no waiver of any of the Landlord's rights unless a document is signed by the Landlord or the Landlord's Agent that expressly states that the Landlord is waiving one or more specifically stated right.

**17. NOTICES:** Any notice required or permitted to be given to the Landlord or Agent (only during the time that Agent is actually managing the tenancy premises) hereunder shall be given in writing and shall be deemed effectively given upon (i) personal delivery, or (ii) fortyeight (48) hours after deposit in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed as specified on the first page of this rental agreement. 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. Email and/or fax communication to the

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Landlord that is not confirmed in writing or by reply email and/or fax shall not be considered valid notification and evidence of receipt.

**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. Any violation of this Rental Agreement or Addenda thereto by any one Tenant shall be automatically considered a violation by all Tenants.

**19. BINDING ON SUCCESSORS:** The terms, covenants, and conditions contained in this Rental Agreement shall inure 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.

**20a. POSTINGS:** If the real property allows for multiple family occupancy (eg. du/tri/four plex or apartment complex, Tenant and Tenant's guests, visitors, and invitees must fully comply with any and all Landlord or Agent posted instructions, rules and guidelines that may be posted on or at the real property.

**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](http://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.

**NOTICE:** In 1986, California voters approved Proposition 65, which generally requires that certain warnings be given when people are exposed to certain levels of chemicals, such as tobacco smoke, known to cause cancer, birth defects or reproductive toxicity. These warnings are commonly found in product labels and warning signs in workplaces and businesses. To provide you with further notice, you are warned as follows: WARNING: THIS AREA MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

**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 five (5) 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.

The information that may be requested includes but is not necessarily limited to the following:

- a. The amount of base rent for which the tenant is then currently responsible for paying on a monthly basis,
- b. The amount of rent that is due and unpaid at the time of the presentation of the estoppel certificate,
- c. The names and ages of each of the occupants of the premises and their respective dates of occupancy,
- d. The date of the last rent increase, if any,
- e. The identity of any furniture and/or personal property being claimed by the tenant to belong to the tenant,
- f. Whether the rent payment includes any parking space or storage space,
- g. The amount of the security deposit being claimed to have been paid by the tenant, if any

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- h. Where there is any amount being claimed by the tenant to have been pre-paid,
- i. Information regarding the conditions of the premises, and claimed deficiencies and/or alterations made by either the tenant or the landlord
- j. That this Rental Agreement is unmodified and in full force, or if there have been modifications, that this Rental Agreement is in full force, as modified, and stating the date and nature of each modification
- k. The dates to which rent and other charges have been paid
- l. That no default of Landlord is claimed by Tenant, except, if any, those defaults must be specified in the certificate,
- m. Other matters that may be reasonably requested by the Landlord.

**24. LEGAL FEES/COSTS OF SUIT:** In the event of a breach of contract or default by the Tenant of any covenant, condition or promise of this Rental Agreement on the part of the Tenant to be performed, and/or in the event an action is brought by the Landlord for the recovery of rent or other monies due or to become due under this Rental Agreement, and/or in the event an action is brought by the Landlord for recovery of the premises, and/or to enforce one or more covenant, condition or promise of the Rental Agreement on the part of the Tenant to be performed, 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 but not limited to 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 Rental 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, violation of California law, concerning or in connection with, or arising out of, or deriving from the landlord-tenant relationship specified herein, or based upon any other theory of recovery, exceed the total sum of \$1,500.00; further, in no event shall any award of attorneys fees resulting from a lawsuit for Unlawful Detainer exceed \$1,500.00. In the event a lawsuit for Unlawful Detainer is filed against the Tenant, and such lawsuit is dismissed by the Landlord prior to a final decision on the merits of the case being rendered by the trier of fact, the parties hereto agree that there shall be no prevailing part for purposes of an award of attorney's fees and costs of suit.

**25. INSURANCE NOT PROVIDED FOR TENANT:** Landlord does NOT insure Tenant, or any guest, invitee, visitor or family member of 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 us 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. Tenant is not a co-insured and is expressly excluded from any insurance policy held by Landlord/Agent which is not in effect or becomes effective during occupancy of the tenancy premises. Landlord recommends that Tenant obtain renter's insurance prior to occupancy.

**26. SMOKE DETECTOR(S):** 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) at 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.

**26a. CARBON MONOXIDE DETECTOR(S):** [Effective July 1, 2011: For all Single Family Residences intended for human occupancy on or before July 1, 2011 - This provision of this lease is applicable only if the dwelling unit has a fossil fuel burning heater or appliance, fireplace or an attached garage ([Fossil fuel: coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products, which emit carbon monoxide as a by product of combustion]. Effective January 1, 2013: All other existing dwelling units intended for human occupancy if the unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.) This premises is supplied with one or more carbon monoxide detectors which the Tenant acknowledges to be in working condition. If one or more carbon monoxide detectors are installed in the dwelling, the Tenant is responsible for immediately notifying the Landlord or the Landlord's agent both verbally and in writing if the Tenant becomes aware of an inoperable or deficient carbon monoxide device within this dwelling unit. The Tenant acknowledges that the carbon monoxide detector(s) were tested and in working order at move-in. Tenants are responsible for performing periodic tests to determine that carbon monoxide detector(s) are operating properly. Tenants are responsible for ensuring that the battery, if any, is in operating condition at all times and to replace the battery as needed at Tenant's expense. Tenant agrees not to disconnect the carbon monoxide detector at any time.

**26b. AIR FILTER REPLACEMENT AND/OR MAINTENANCE RESPONSIBILITY:** The premises is supplied with a replaceable air filter as part of the HVAC system. It is imperative for the longevity and operation of the system that the air filter be regularly checked and replaced if necessary. Accordingly, subject to the provisions of Paragraph 11b above, at the Tenant's sole cost, risk, and expense, the Tenant herewith agrees to be responsible for replacement of the air filter (or, cleaning if the filter is a "reusable" or

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"washable" type of air filter) not less than every six months from the commencement date of the tenancy - this provision does not alter the provisions of Paragraph 4 of this Rental Agreement. Pursuant to the provisions of Paragraph 13 above, the Landlord reserves the right to regularly inspect the air filter to determine whether the air filter needs replacement or cleaning for periods or times that are less than six months.

**27. SUBORDINATION:** This agreement and the tenancy are 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. Further, this Rental Agreement shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it.

**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; neither does absence from the premises obviate or eliminate the requirements of the Tenant to perform all executory provisions of this Rental Agreement on the part of the Tenant to be performed. Also, whenever the Tenant is absent from the premises, the Tenant shall ensure that the doors and windows are appropriately secured and locked.

**29. ADDITIONAL TERMS & CONDITIONS:**

(1) In the event of a breach of this Rental Agreement 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 this Rental Agreement, including but not necessarily limited to attorneys fees as limited by Paragraph 24 of this Rental Agreement, 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, and fines, fees, charges, penalties imposed upon the Landlord by a governmental agency, vendor, or a utility or service company due to an act or omission of the Tenant. In the event that Tenant breaches this Rental Agreement, Landlord/Agent shall be allowed, at the Landlord/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord/Agent by California Civil Code Sections 1951.2, 1951.3 and 1951.4. If Tenant vacates and leaves Premises in un-rentable condition because of lack of cleanliness, paint condition, necessary repairs or other tenant responsibilities, the Tenant shall be responsible for prorated rent until the Premises is in rentable condition in addition to costs to remedy the situation. If Tenant maliciously remains in possession of the premises after expiration of the tenancy, or on termination of the tenancy, in addition to any and all other remedies and damages allowed by law or this Rental Agreement, the Landlord may recover statutory damages of up to \$600.

(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.

(5) If the Tenant loses a key to the premises, it is the Tenant's responsibility to replace the key and/or mechanism at the Tenant's sole risk and cost; if a key is lost or misplaced, the Landlord is under no obligation to provide a replacement key to the Tenant. A copy of any replacement key must be immediately provided to the Landlord, and immediate verbal and written notice of key and/or mechanism replacement must be given to the Landlord. The Tenant will regularly inspect and test all locking mechanisms and devices at the tenancy premises; if there is a deficiency with regard to any such item the Tenant will immediately notify the Landlord or the Agent both verbally and in writing. Failure of the Tenant to so notify the Landlord or Agent will allow the Landlord to conclude that no such deficiency exists at the tenancy premises.

(6) 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.

(7) 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.

(8) Nothing contained in this Rental Agreement shall be deemed or construed by the parties hereto or by any third person to create between the landlord and the tenant, the relationship of principal/agent, employer/employee, or of partnership or of joint venture or of any other association other than Landlord and Tenant.

(9) All provisions of this Rental Agreement to be observed or performed by the Tenant are both covenants and conditions. In construing this Rental Agreement all headings and titles are for the convenience of the parties only.

(10) CENSUS: Landlord shall from time to time, at Landlord's discretion, submit a census form to Tenant, which form Tenant must complete and return to Landlord within ten days from the date of delivery to the Tenant. The census shall be for the purpose of updating records with respect to the names of the occupants in the premises, condition of the premises, employment, banking, automobiles owned or used, automobile insurance, phone numbers, and E-mail.

(11) If there is only one Tenant as allowed by this Rental Agreement, in the event of the death of the Tenant, this Rental Agreement will terminate

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without notice not later than thirty days from the date of the last payment of rent preceding the death of the Tenant. If there is no authorized representative of Tenant and Tenant dies, Tenant hereby authorizes Landlord or Agent to enter the Premises, to pack Tenant's personal property, to remove the personal property from the premises, and to store it. The disposition of said personal property shall be governed by the authorized representative of the Tenant's estate, or the provisions of the California Civil Code. Landlord and Agent shall not be liable for any loss of, or damage to, Tenant's personal property not caused by Landlord's or Agent's gross negligence or willful and bad faith conduct, nor shall Landlord or Agent be liable in any way to Tenant or the Tenant's estate or heirs for entering the premises, taking possession and control of the Tenant's personal property and removing it.

(12) Notice of foreclosure or other similar documentation regarding loan and/or status of any loan for which the Landlord is responsible received from any third person or entity does not and shall not invalidate, release, rescind, revoke, or otherwise terminate or waive any of the duties or responsibilities on the part of the Tenant(s) to be performed.

(13) Tenant shall conduct all non-emergency business and notifications to or with Landlord or Agent during normal business hours.

(14) 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:

- a) Change of employment and/or verifiable income including name, address, phone number of employer and/or source of income
- b) Emergency contact information including name, address and phone number of new or additional persons
- c) Change of bank account including bank name, address, phone number, and account number
- d) Name change
- e) Mailing address
- f) Upon move out, the Tenant's mail forwarding address and the Tenant's new residency address
- g) The filing of a Petition in bankruptcy
- h) Change in military status, if any
- i) Change of telephone numbers for residence, cell and/or place of employment
- j) Mail receipt or personal delivery of any documents, mail, or notice from third parties, governmental agencies and/or utility companies whether public or private addressed to the Landlord and/or Landlord's agent
- k) 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)
- l) Death of a person at the premises
- m) Suspected criminal activity on, at, or near the premises
- n) Any visit by law enforcement agents and/or local, state or federal government agents at the tenancy premises
- o) The existence or occurrence of any money judgment against the Tenant
- p) The existence or occurrence of any restraining order(s) being issued against the Tenant
- q) The occurrence of any criminal charge(s), criminal conviction(s), criminal information or indictment(s) being filed against the Tenant
- r) The occurrence of any arrest of the Tenant and/or any of the Tenant's guests, visitors and/or invitees at the premises
- s) Any visit to the premises by a third person who is attempting to contact the Landlord

(15) No machinery, apparatus, sound or vibration generating device including but not limited to vehicle speaker sound systems, vehicle mufflers, car or motorcycle engines, horns, or other appliance shall be used or operated in, on or near the tenancy premises by the Tenant or any Tenant's visitor, guest, invitee or family member that will in any manner injure, vibrate or shake the premises or disturb others.

(16) **WARNING - TENANT DUTY TO NOTIFY:** If the Tenant knows or has reasonable cause to believe that a release of a "hazardous substance" has come or will come to be located on or beneath the property, the Tenant must immediately give written notice of the condition to the Landlord or Agent. Tenant is not permitted to allow a "hazardous substance" to come to be located on, over, or beneath the tenancy property. Notice must be given within a reasonable period of time, either prior to the release or following the discovery by the Tenant of the presence or believed presence of the hazardous substance release. The Tenant's failure to provide written notice will subject the Tenant to actual damages and any other remedy provided by law and subjects the Tenant to liability for a civil penalty not to exceed \$5,000 for each separate violation. A tenant's willful failure to provide notice will be deemed a default upon the Owner's or Landlord's written notice to the Tenant, under the rental agreement. The Tenant may cure a default under the rental agreement which resulted from a violation of this paragraph, by promptly commencing and completing the removal of, or taking other appropriate remedial action with respect to, the hazardous substance release. The removal or remedial action shall be conducted in accordance with all applicable laws and regulations and in a manner which is reasonably acceptable to, and which is approved in writing by, the Landlord. This paragraph does not relieve the Tenant of any liability for actual damages or for any civil penalty for a violation of this paragraph.

A "hazardous substance" includes but is not necessarily limited to a substance that by reason of the substance itself (its inherent qualities), or in combination with other elements, being toxic (causing transient or permanent damage to body functions through contact, ingestion, inhalation, or absorption), explosive, flammable, poisonous, corrosive, oxidizing, irritating, sensitizing (causing an allergic reaction), mutagenic, carcinogenic, or otherwise harmful, is likely to cause injury, harm, illness and/or disease to persons or animals and/or damages and harm to the tenancy premises or

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to real property or structures in the neighborhood, and/or injury or harm to the environment. A "hazardous substance" also includes but is not necessarily limited to any substance defined as hazardous or harmful by any local, state, federal, or international law, rule or regulation, or a substance (by itself or in combination with other elements) that is declared by its manufacturer to be a hazardous substance.

There are many ways to determine whether a substance or a substance in combination with other substances is a "hazardous substance." One way to determine if a substance is hazardous is to look on the label for the words such as "danger", "caution", "hazardous", "warning", "poison", "dangerous poison", "harmful", or "corrosive", "keep out of reach of children", or other advice or comments about specific health or environmental effects. Types of substances which may be hazardous include solvents, pesticides, paints, adhesives petroleum products, heavy metals and other industrial chemicals and/or cleaners. "Hazardous substance" also includes those items or substances described and/or listed in the Federal Hazardous Substances Act.

(17) **WARNING - TENANT DUTY TO INFORM LANDLORD OF POSSESSORY NOTICES:** Every Tenant who receives notice of any proceeding to recover the real property occupied by him or her, or the possession of the real property, shall immediately inform his or her Landlord of proceeding, and also deliver to the landlord the notice, if in writing, and is responsible to the Landlord for all damages which he or she may sustain by reason of any omission to inform the Landlord of the notice, or to deliver it to him or her if in writing.

(18) **FIREARMS:** All firearms in the possession of the Tenant and or family members, guests, visitors, and invitees of the Tenant must be licensed in accordance with state, federal, and local laws, and must be registered with the Landlord and/or the Landlord's Agent by providing written notification and proof of compliance with these requirements to the Landlord and/or the Landlord's Agent immediately. All weapons must be stored in locked cabinets, and at all times be kept in a safe and protected area of the premises. If removed from the cabinet for legal use (i.e. target practice at a licensed firing range or hunting according to applicable legal requirements), the firearm must be transported in a legally appropriate carrying case from the structure to the vehicle and back to the locked cabinet.

It is a violation of the Rental Agreement if a firearm is discovered at the unit and the Landlord and/or the Landlord's Agent have not been notified in writing of the presence of same in advance.

The discharge on the premises of any firearms, including but not limited to handguns, rifles, shotguns, pellet guns, items that discharge pellets or objects (gun, rifle, sling shot, wrist rocket, etc), and other weapons such as arrows, paint guns, fireworks and firecrackers is prohibited. The possession and/or discharge of any such weapon or item is a violation of this Rental Agreement. Tenant may not allow gun powder or flash powder on the premises at any time whatsoever.

The Tenant may not at any time allow the presence of any unlawful weapons or ammunition purpose or activity on, at or near the tenancy premises. For the purpose of this section "unlawful weapons or ammunition purpose" means the illegal use, manufacture, causing to be manufactured, importation, possession, possession for sale, sale, furnishing, or giving away of any of the following:

- (1) A firearm, as defined in subdivision (b) of Section 12001 of the Penal Code.
- (2) Any ammunition, as defined in paragraph (2) of subdivision (b) of Section 12316 or subdivisions (a) and (b) of Section 12323 of the Penal Code.
- (3) Any assault weapon, as defined in Section 12276, 12276.1, or 12276.5 of the Penal Code.
- (4) Any .50 BMG rifle, as defined in Section 12278 of the Penal Code.
- (5) Any tear gas weapon, as defined in Section 12402 of the Penal Code.

Further, without limiting other provisions of this Rental Agreement, for the purposes of terminating the tenancy as described in California Code of Civil Procedure Section 1161 if the Tenant, visitor, guest, invitee or family member commits an offense included in paragraph (1) of subdivision (c) of Section 11571.1 of the Health and Safety Code, or subdivision (c) of Section 3485 of the Civil Code, or uses the premises to further the purpose of that offense, the Tenant shall be deemed to have committed a nuisance on the premises.

(19) **PRIVACY CLAUSE:** Except as required by law the Tenant also promises and agrees to not disclose to any third person any information about the Landlord and/or Landlord's agent including but not limited to name, address, and telephone number. The Tenant promises and agrees to not provide a copy of this Rental Agreement and any addenda to another except as required by law. The Landlord and the Landlord's Agent are not mandated to, nor obligated to share information or speak with anyone else regarding the tenancy, even if presented with a written and signed authorization and permission request from the Tenant.

(20) **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 Landlord may at any time commence for breach of any part of the terms or covenants of this Rental Agreement.

(21) **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.

(22) **TRESPASS:** If one or more particular tenant(s) have been evicted from the premises for any reason whatsoever as allowed by law or this

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Rental Agreement, said evicted tenant(s) may not return to the premises for any reason whatsoever whether as a guest, visitor, invitee, or vendor. Said return to the premises in the absence of written permission allowing entry shall be considered as a trespass, and appropriate proceedings shall ensure pursuant to applicable provisions of the Penal Code. Further, if the Tenant authorizes, permits, allows, or otherwise gives express or implied permission for an evicted tenant to be on the real property that is the subject matter of this Rental Agreement, it shall constitute a substantial and material ground for termination of the tenancy.

(23) **EMERGENCIES:** In the case of fire, flood, death, or criminal activity at the premises, Tenant must immediately contact local law enforcement agencies and 911 as appropriate. Thereafter, the Tenant must immediately notify the Landlord or Agent at the telephone number provided in this Rental Agreement (916.871.8640 AND 916.435.2424 Ext. 122 or Press Option 3). Neither the Landlord nor the Agent are the police or other law enforcement agency, and therefore, cannot act as such; the Tenant must notify the proper authorities for any action which is of a violent nature and/or considered a crime.

(24) **NO RELEASE FROM TERMS OF RENTAL AGREEMENT:** Tenant will not be released from the executory provisions of this Rental Agreement on the grounds of voluntary or involuntary withdrawal from school, nor for termination of student status or transfer from same; neither will the Tenant be released due change of employment whether layoff, suspension, discharge, termination or otherwise. Further, unless otherwise allowed or required by law or unless agreed in writing with a document that is signed by the Landlord or Agent and all Tenants specified in this Rental Agreement or any Addenda hereto, there will be no release due to marriage, separation, divorce, marital reconciliation, death of a co-Tenant, vacation of the premises by a co-tenant whether voluntarily or involuntarily, incarceration of a Tenant or co-tenant, or inability or lack of desire to live with a co-tenant, or any other reason except as required by law.

(25) **LIABILITY OF TENANT FOR MAKING FALSE REPORTS:** Information received by the Landlord or Agent from the Tenant or from someone acting for or on behalf of the Tenant that is determined to be false and misleading, whereby the Landlord suffers or sustains a financial loss due to said false or misleading information, shall constitute a violation of this Rental Agreement and grounds for termination of tenancy; also, the Tenant will be responsible for payment of any and all costs including but not necessarily limited to fines, penalties, assessments, losses and damages sustained by the Landlord due to a false or misleading representation made by the Tenant or by someone acting for or on behalf of the Tenant.

(26) **LIABILITY LIMITATION:** In the event that the Landlord is a corporation, the obligations of the Landlord, shall not constitute personal obligations of the Landlord's partners, members, directors, officers or shareholders, and Tenant shall look solely to the premises, and to no other assets of the corporation, nor to the personal assets of any said partners, members, directors, officers or shareholders.

**30. NO SMOKING/SMOKING RULES:** The term "smoking" means inhaling, exhaling, breathing, placing, allowing, or carrying any lighted cigar, cigarette, pipe, joint, lid, doobie, blunt, or hookah, whether that which is being inhaled, exhaled, breathed, placed allowed or carried is characterized as one or more herbs or plants, or as a tobacco or similar product. The term "smoking" also includes inhaling, exhaling, breathing, placing, allowing or carrying any lighted combustible or smoke producing product in any manner or in any form. **NO SMOKING ANYWHERE AT ANY TIME ON PREMISES. SMOKING PROHIBITED!** There is absolutely no right to smoke any combustible substance on any portion of the tenancy premises. All forms of smoking are strictly forbidden and prohibited. No Tenant, visitor, invitee, family member and/or guest may smoke any substance at any time at the premises whether inside or outside the residence. Tenant will make every effort to insure that no one smokes any substance on any portion of the tenancy property at any time. Tenant will immediately notify any visitor, invitee, family member and/or guest of the No Smoking rule. The Tenant will be responsible for any and all wrongful acts of smoking on the premises whether the Tenant is in control of and/or supervising said person, or not. Any single observation of someone smoking on the property will be grounds for immediate termination of the tenancy. Any sign or evidence of past or present smoking on the property including but not necessarily limited to ashes from a cigarette, cigar, or pipe, cigarette or cigar butts, and/or the presence of the odor associated with smoking inside the unit, will be grounds for termination of the tenancy. Smoking anywhere on the premises is considered a substantial and material violation of the Rental Agreement.

**31. HOME BASED BUSINESS:** Other than as allowed herein, the residential dwelling described in the rental agreement, herein described as "premises" shall not be used for any purpose other than as a residence for the authorized Tenant, and not for any commercial, business, or other enterprise whether for profitable or charitable purposes at any time during the occupancy of the premises.

Under no circumstances is the Tenant allowed to engage in the operation of any business enterprise at the premises that involves or allows for any of the following:

1. On-site storage of objects, articles, product, commodities, merchandise, and/or personal property that is associated with sales and/or exchange of said commodities and merchandise that are or may be associated with the Tenant's business or enterprise.
2. The opportunity or necessity of customers/clients/patients/associates visiting the premises to receive and/or provide either or both services and/or objects, articles, product, commodities, merchandise, and/or personal property to or from customers of said business or enterprise.
3. Delivery and/or distribution of objects, articles, product, commodities, merchandise, and/or personal property that is associated with sales and/or exchange of such objects, articles, product, commodities, merchandise, and/or personal property that are or may be associated with any business or enterprise operated by the Tenant.
4. Customers, clients, patients of any business entering or remaining at the premises while engaging in business or enterprise related matters.
5. Use of the premises for active storage of materials or personal property such as manufacture, fabrication or maintenance of personal property or equipment.

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6. Commit or allow for the commission of any acts on the premises, nor use the premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the premises or the improvements on the premises.
7. Violate or allow for violation of any zoning or use laws applicable to the premises or the location where the premises is situated. Tenant is responsible for determining which zoning laws are applicable to operation of a home based business at the premises.
8. Allow for on-site parties, gatherings, get-togethers with either associates, partners, supervisors, employers, and/or customers, clients, and/or patients for the purpose of selling, advertising, marketing of objects, articles, product, commodities, merchandise, and/or personal property that are sold or exchanged in association with the Tenant's business, or for providing services to said persons.
9. Operation of any mechanical equipment or operation used which creates or makes dust, odor, vibration or other effects detectable at the property.
10. Display of products produced, exchanged, or sold by the Tenant that are or may be associated with the Tenant's business.
11. Display of services rendered by the Tenant whether said services are or will be rendered by Tenant on-site or offsite.
12. Storage of objects, articles, product, commodities, merchandise, and/or personal property outside of the unit.
13. Visible evidence of the conduct of a home occupation outside the structure.
14. Any process which is hazardous to public health, safety, morals or welfare.
15. Generation of any pedestrian or vehicular traffic beyond that which is normal in a residential district/area nor in any case requires the parking of more than the authorized number of vehicles allowed to the Tenant for parking on-site.
16. Violation of any governmental, local, state and/or federal rule, law, ordinance, statute, case decision, or regulation relating to the premises.
17. Installation or construction of any electrical or telephonic equipment other than that which are already in the premises, or that are allowed to a residential tenant by law.
18. Storage or placement of any toxic, hazardous, or flammable objects, articles, product, commodities, merchandise, and/or personal property.
19. Occupations that involve food handling, processing or packing.
20. Any occupation that creates any electrical disturbance adversely affecting the operation of any equipment located in any other dwelling unit or on property not owned by the person conducting the home occupation.
21. Operation on-site of any of the following home occupations - not allowed:
  - Ambulance Service
  - Ammunition reloading, including custom reloading
  - Barber shop
  - Boarding house, bed-and-breakfast hotel, time share condominium
  - Carpentry, cabinet makers
  - Ceramics (kiln of six cubic feet or more)
  - Churches
  - Flower arranging
  - Food preparation
  - Furniture repair
  - Health salons, gyms, dance studios, aerobic exercise studio
  - Medical, dental, chiropractic, or veterinary clinics
  - Mortician, hearse service
  - Nail salon
  - Palm reading, fortune telling
  - Private clubs
  - Private lessons providing individual instruction in academic subjects, athletics, the arts, crafts, or other similar discipline
  - Providing on-site massage therapy services including not but not limited to patient related physical touching and/or manipulation of the bodies of others, providing on-site counseling to patients, and meeting with patients and/or potential patients on-site for the purpose of making arrangements to provide services to the same or other patients. The tenant may however store massage therapy related equipment for the tenant's own use.
  - Repair, or reconditioning of vehicles, trailers, boats or recreation vehicles
  - Restaurants or taverns
  - Retail sale from site
  - Storage, repair or reconditioning of major household appliances, including refrigerators, freezers, clothes washers and dryers, dishwashers, stoves, heating and air conditioning equipment
  - Tattoo service
  - Tow truck services
  - Veterinary uses (including boarding), but excluding "mobile veterinarians"
  - Welding Service (office only)
  - Limousine or taxi service

Subject to the limitations and restrictions specified in this heading entitled "Home Based Businesses", the following is permitted:

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- Architectural service
- Art restoration
- Consulting services
- Data Processing
- Direct sale product distribution
- Engineering service
- Insurance sales or broker
- Interior design consultant
- Jewelry making
- Mail order business as long as the objects, articles, product, commodities, merchandise, and/or personal property are not stored or shipped to or from the premises
- Real Estate Sales or Broker
- Telephone answering, switchboard, call forwarding
- Typing
- Word Processing
- Wallpapering
- Watch Repair
- Writing
- Computer programming
- Offsite employees, associates, business partners are permitted so long as they do not report for work at the premises, and so long as business activities are not conducted while said persons are at the premises.
- In accordance with applicable statutory limitations, the tenant may use the premises as a small and/or large family day care home as described by California Health and Safety Code Section 1597.78 et. seq.
- In accordance with applicable statutory limitations, the tenant may use the premises as allowed by California Civil Code Section 54.2.

**32. MOLD ISSUES:** It is the landlord's objective to maintain the highest quality living environment for any and all residents. You are hereby notified that mold can grow if the premises that you rent is not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that all tenants regularly allow air to circulate in your tenancy premises. It is also important that tenants keep the interior of the premises clean and that you **promptly notify** (both verbally and in writing) the landlord of any leaks, moisture problems, and/or mold growth.

The following are possible causes of indoor moisture problems:

- Humidifiers
- Steam from cooking
- Wet clothes on indoor drying lines
- Leaky roofs, or windows
- House plants - Watering can generate large amounts of moisture
- Shower/bath steam and leaks
- Constant running watering/plumbing leaks
- Backed up sewers, overflows, or flooding

Tenant is responsible for maintenance of the premises in a manner that prevents the occurrence of the existence of mold or mildew in the tenancy premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant shall keep the unit including but not limited to all counter and floor surfaces, windows and window sills, free of dirt and debris that can harbor or foster mold.
2. Tenant shall immediately report to the landlord any water intrusion, such as running faucets, roof leaks, plumbing leaks, drips, "sweating" pipes, or discoloration of walls and/or ceiling.
3. Tenant shall immediately notify landlord of overflows from bathroom, kitchen, or laundry whether the overflow was a result of the condition of the tenancy premises itself or from tenant accident or misuse.
4. Tenant shall immediately report to the landlord any mold growth whatsoever on any surface inside the premises.
5. Tenant shall allow the landlord to enter the premises on a monthly basis (at the option of the landlord) to inspect and make any necessary or desired repairs. This clause shall not create a duty on the part of the landlord to inspect on a monthly or other basis.
6. Tenant shall use bathroom fans, if available, in their units while showering or bathing; and to report to the landlord any non-working fan. If a fan is not provided in your bathroom(s) you shall use the window for ventilation of steam during and after showers, bathing and use of water.
7. Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam, whether in bathroom or other areas of the home, is gone.

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8. Tenant shall use all reasonable care to close all windows and other openings in the premises to prevent outdoor water (ie. Rain, sprinklers, etc.) from penetrating into the interior unit.
9. Tenant shall clean and immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of windows and surfaces may "sweat" or become moist due to excessive use of water in the home, laundry being permitted to dry inside, cooking, etc. This water should be removed from the surface of windows immediately such that if the landlord inspects the premises, no accumulation of the dirt and debris at the bottom of windows and on window sills should ever be seen.
10. Tenant shall immediately notify the landlord of any problems with the air conditioning, if any, or heating system problems that are discovered by tenant. Further, Tenant shall immediately report both verbally and in writing any potential mold causing conditions to the landlord or the landlord's authorized agent.
11. Tenant may not have more than three (3) houseplants inside the residence. Any and all house plants must be placed on top of a waterproof container that will prevent water seepage onto the surfaces below. Tenant must water any indoor plants outside.
12. Not less than every other week, Tenant shall inspect beneath cabinets, vanities, sinks, closets, and areas near indoor plants to ascertain whether there are any leaks or excessive moisture. Tenant will not dry wet clothing or fabrics inside the unit.
13. Tenant shall be responsible to vacuum all carpets and clean all other floor and counter surfaces not less than once per week.
14. Not less than once per month Tenant shall clean and disinfect the interior and exterior surfaces of all your "inside the home" trash receptacles and trash container, if any.
15. To allow for air circulation, Tenant shall maintain at least 1" of clearance between interior walls and furniture such as couches, dressers, beds, boxes, etc.
16. Tenant shall not allow any rugs, bedding, mattresses, furniture, dressers, or other objects to be set or placed directly onto the floor such that there is prevention of the opportunity for observation of whether there is moisture accumulation underneath.
17. Tenant shall not less than once each week inspect any indoor or garage dryer vents to insure that all air flow and exhaust is exiting to the outside.
18. Tenant shall indemnify and hold harmless the landlord and the property management company and/or property manager(s), if any, from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys fees that the landlord may sustain or incur as a result of the negligence of the tenant or any guest or other person living in, or using the premises.
19. All notifications must be made both verbally and in writing to the landlord or authorized agent for the landlord.
20. Tenant shall operate the ceiling fan, if any, in your unit at least 15 minutes every day; this will help circulate air in your unit.
21. Tenant shall turn on the fan in your heating and air conditioning system for at least one hour every day, except when it is raining. When the outside is drier than the inside, ventilation allows the dry air to enter, take up excess moisture, and then be carried outside. Open your blinds daily for at least one hour during the daytime to admit natural light.
22. Tenant shall open several of your windows to increase ventilation for at least one hour every day, except when it is raining.
23. Tenant shall not fill your closets or confined spaces full of personal belongings tightly against the walls, as this prohibits air circulation. Open closet doors periodically to allow air circulation.
24. Tenant shall keep a cover on top of any authorized aquarium.

**VIOLATION OF ANY OF THE AFOREMENTIONED COVENANTS AND CONDITIONS SHALL BE CONSIDERED A MATERIAL AND SUBSTANTIAL VIOLATION OF YOUR RENTAL AGREEMENT, UPON WHICH THE LANDLORD MAY TERMINATE YOUR TENANCY.**

**33. DRUG & CRIME FREE HOUSING:** The undersigned Tenant(s) hereby agree as follows:

1. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or engage in any criminal activity - including but not limited to illegal drug activity - on, at, or near the premises, including but not limited to any and all common areas. "Illegal drug activity" includes but is not necessarily limited to the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance or a controlled substance purpose as defined by the Controlled Substances Act. Further, for the purpose of this section, "controlled substance purpose" includes but is not necessarily limited to the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, cocaine, phencyclidine, heroin, methamphetamine, or any other controlled substance including but not limited to marijuana, in one or more violation of subdivision (a) of California Health and Safety Code Sections 11350, Section 11351, 11351.5, 11352, or 11359, subdivision (a) of Section 11360, or Section 11366, 11366.6, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, or 11383, if the offense occurs on, at, or near the tenancy premises and is documented by the observations of a peace officer or other individual.
2. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, at, or near the premises, including but not limited to any and all common areas.
3. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug related criminal activity.

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4. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not will allow or engage in the possession, manufacture, sale, or distribution of illegal drugs and controlled substances including but not limited to marijuana, at any location, whether on, at or near the premises.
5. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms on, at or near the premises.
6. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or engage in any illegal activity including prostitution, criminal street gang activity, threatening, intimidating or stalking, assault, on, at or near the tenancy premises, or any breach of the rental agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, the landlord's agents or any other tenant or person.
7. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or engage in any act that involves the imminent or actual damage to real or personal property on, at or near the tenancy premises.
8. Neither tenant, nor a guest, visitor or invitee of tenant shall allow or engage in a violation of California Penal Code Section 370. In addition to the foregoing neither tenant, nor a guest, visitor or invitee of tenant shall engage by commission or omission any act that is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay stream, canal, or basin, or any public park, square, street, or highway, is a public nuisance.
9. Neither the tenant, nor the tenant's guests, visitors, invitees, family members, whether under the direct supervision or control of the tenant or not, shall allow or have in their possession on, at or near the tenancy premises either singularly or plurally any controlled substance including but not necessarily limited to marijuana, nor shall said parties have in their possession any "drug paraphernalia" defined as follows:

"Drug paraphernalia" means all equipment, products and materials of any kind which are intended for use in manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of any federal law or law of the state of California. "Drug paraphernalia" includes, but is not limited to, all of the following:

- a. Kits intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;
- b. Isomerization devices intended for use in increasing the potency of any species of plant which is a controlled substance;
- c. Testing equipment intended for use in identifying, or in analyzing the strength, effectiveness or purity of controlled substances;
- d. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose intended for use in cutting controlled substances;
- e. Separation gins and sifters intended for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana;
- f. Blenders, bowls, containers, spoons and mixing devices intended for use in compounding controlled substances;
- g. Capsules, balloons, envelopes, and other containers intended for use in packaging small quantities of controlled substances;
- h. Containers and other objects intended for use in storing or concealing controlled substances; and
- i. Objects intended for use in injecting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body, such as:
  - a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls,
  - b. Water pipes,
  - c. Carburetion tubes and devices,
  - d. Smoking and carburation masks,
  - e. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette that has become too small or too short to be held in the hand,
  - f. Miniature cocaine spoons, and cocaine vials,
  - g. Chamber pipes,
  - h. Carburetor pipes,
  - i. Air-driven pipes,
  - j. Bongs.

In determining whether an object is "drug paraphernalia," a court or other authority may consider in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use;
2. The proximity of the object to controlled substances;
3. The existence of any residue of controlled substances on the object;
4. Direct or circumstantial evidence of the intent of the owner, or of anyone in control of the object, to deliver to persons whom he knows intend to use the object to facilitate a violation of the laws of the state of California relating to controlled substances;

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5. Descriptive materials or instructions, written or oral, accompanying the object which explain or depict its use;
6. National and local advertising concerning its use;
7. The manner in which the object is displayed for sale, including its proximity to other objects falling within the definition of drug paraphernalia;
8. Direct or circumstantial evidence of the ratio of sales of the object or objects to the total sales of the business enterprise;
9. The existence and scope of legitimate uses for the object in the community; and
10. Expert testimony concerning its use.

10. Also, without limiting any other right of the Landlord for violation by the Tenant of any one or more provision of the Rental Agreement, for purposes of enforcement by the Landlord of California Code of Civil Procedure Section 1161(4), any tenant, family member, visitor, guest or invitee who commits an offense described in subdivision (c) of either or both California Civil Code Sections 3485 and 3486, or uses the premises to further purpose of that offense shall be deemed to have committed a nuisance upon the premises.

**VIOLATION OF ANY OF THE ABOVE EXECUTORY PROVISIONS OF THIS PARAGRAPH SHALL BE CONSIDERED A SUBSTANTIAL AND MATERIAL VIOLATION OF THE RENTAL AGREEMENT AS WELL AS GOOD CAUSE FOR TERMINATION OF YOUR TENANCY.**

One single violation of any of the provisions of this paragraph 33 shall be deemed material non-compliance with the rental agreement. It is understood and agreed that proof of the violation of this paragraph shall not require criminal conviction; rather the standard of proof shall be by a preponderance of the evidence.

**In the event that it is determined by the landlord or management that a violation of this paragraph has occurred, the tenants, at the option of the landlord and/or management, may be served with a Three Day Notice to Quit pursuant to California Code of Civil Procedure Section 1161.**

**34. UNIVERSAL WASTE:** 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 legal requirements contained on the Department of Toxic Substances Control website located at [www.dtsc.ca.gov](http://www.dtsc.ca.gov). **It is your responsibility to obtain information regarding compliance standards.**

**VIOLATION OF THIS LAW WILL RESULT IN GROUNDS FOR TERMINATION OF YOUR TENANCY.** As general guidance, households and some small businesses were formerly allowed to put waste batteries, electronic devices, and fluorescent light bulbs in the trash. Homeowners were also allowed to throw away mercury-containing thermostats. As of February 8, 2006, these items, called universal wastes, may no longer be placed in the trash. Universal wastes are hazardous wastes that are generated by several sectors of society, rather than a single industry or type of businesses. Hazardous wastes contain harmful chemicals, which, if put in the trash may harm people or the environment.

**Universal wastes include:**

- **Common Batteries** - AA, AAA, C cells, D cells and button batteries (e.g. hearing aid batteries). These may contain a corrosive chemical that can cause burns as well as toxic heavy metals like cadmium. (Automotive type batteries are not universal waste. When they become waste, they are regulated under a different law.)
- **Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps** - Fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium, and neon bulbs. These lights contain mercury vapor that may be released to the environment when they are broken. Mercury is a toxic metal that can cause harm to people and animals including nerve damage and birth defects. If mercury is released into the environment it can contaminate the air we breathe and enter streams, rivers, and the ocean, where it can contaminate fish that people eat.
- **Electronic Devices** such as: televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, and microwave ovens. These devices often contain heavy metals like lead, cadmium, copper, and chromium.
- **Mercury-Containing Devices** - thermostats, switches, thermometers, dental amalgam, pressure and vacuum gauges, novelty items, counterweights and dampers, medical devices known as dilators and weighted tubing, certain rubber flooring, and gas flow regulators used in older residential gas meters.
- **Thermostats** - There is mercury inside the sealed glass "tilt switch" of the old style thermostats (not the newer electronic kind)
- **Non-Empty Aerosol Cans that Contain Hazardous Materials** - Many products in aerosol cans are toxic. And many aerosol cans contain flammables, like butane, propellants for products like paint. If your aerosol can is labeled with words like TOXIC or FLAMMABLE, don't put it in the trash unless it is completely empty.
- **Electrical Switches and Relays** typically contain about 3.5 grams of mercury each. Mercury switches can be found in some chest freezers, pre-1972 washing machines, sump pumps, electric space heaters, clothes irons, silent light switches, automobile hood and trunk lights, and ABS brakes.
- **Pilot Light Sensors** - Mercury-containing switches are found in some gas appliances such as stoves, ovens, clothes dryers, water heaters, furnaces and space heaters.
- **Mercury Gauges** - Some gauges, such as barometers, manometers, blood pressure, and vacuum gauges contain mercury.
- **Mercury Added Novelties** - Examples include greeting cards that play music when opened; athletic shoes (made before 1997) with flashing lights in soles; and mercury maze games.
- **Mercury Thermometers** - Mercury thermometers typically contain about a half gram of mercury. Many health clinics, pharmacies and doctor's offices have

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thermometer exchange programs that will give you a new mercury-free fever thermometer in exchange for your old one.

Many local government agencies run programs that help households and small businesses recycle or properly dispose of their hazardous wastes. Additionally, some retailers will collect certain universal wastes, such as batteries. For information on local collection programs, contact your municipal waste service provider or you can also check <http://www.earth911.org> for a universal waste collection program near you. The Department of Toxic Substances Control (DTSC) has tested many electronic devices including: tubetype and flat panel televisions and computer monitors, laptop computers, computers (CPUs), printers, radios, microwave ovens, VCRs, cell phones, cordless phones, and telephone answering machines. The devices that DTSC tested contained concentrations of metals (lead and copper) high enough to make them hazardous wastes when they are discarded. Unless you are sure they are not hazardous, you should presume these types of devices need to be recycled or disposed of as hazardous waste and that they may not be thrown in the trash. For additional assistance, you can call the Waste Evaluation help line at (916) 322-7676.

Other resources (no warranty is made as to the existence or accuracy of any website referenced; tenant is cautioned to access and use, if at all, at the tenant's own risk): Department of Toxic Substances Control website on universal wastes:

<http://www.ciwmb.ca.gov/WPIE/HazSub/UniWaste.htm> <http://www.ciwmb.ca.gov/LEACentral/UniWaste/default.htm> California Recycling: <http://www.recycle.ca.gov/>

**34a. SATELLITE DISH AGREEMENT:** Tenant must have written approval by Landlord/Agent of his or her plans to install satellite dish(es). Plans must include exact location and type of dish to be installed. In general, Landlord/Agent will permit Tenant to install a satellite dish for their personal use on the premises subject to the conditions outlined below. Tenant's failure to comply with these regulations may result in removal of any equipment installed and, possibly, termination of this Rental Agreement.

The undersigned tenant(s) hereby agree as follows:

1. Under the laws of the Federal Communications Commission, Tenants may install satellite dish(es) and antenna(s) in areas which are under the exclusive use of the individual tenants including patios, balconies, terraces, yards, gardens or inside the Tenant's unit.
2. A satellite dish may not exceed 1 meter (39 inches) in diameter and may not extend beyond an area which Tenant(s) have exclusive control over according to the Rental/Lease Agreement. Tenants are allowed to install individual satellite dish(es) and antenna(s) only according to the laws of the state of California and any other local or federal law. The satellite dish or any part thereof shall not extend beyond the balcony, patio or terrace railing. The satellite dish may not extend above the lowest level of any roof or gutter.
3. Tenants should be aware that not all locations on the premise receive satellite or antenna transmissions. Your local service provider should assess the location to determine whether installation of a dish or antenna would work prior to signing up for the service. Landlord/Landlord is not liable to provide alternate locations, modes, or methods of receiving satellite or antenna transmissions.
4. No Tenant, satellite service provider including but not limited to the satellite installation employee, etc. may drill holes in the interior or exterior walls, roof, ceiling, railings, window frames, doors, or floor/ground to install satellite or antenna or to run cable lines through walls to reach the television location in the unit. Tenant shall not install a satellite dish in a manner that causes physical or structural damage to the premises. If a multi-housing structure, Tenant is prohibited from installing said satellite dish in the common areas of the premises including but not limited to, outside walls, roofs, window sills, common balconies or stairways.
5. The Tenant is responsible for installation, maintenance and removal of the satellite dish in a manner which is consistent with industry standards and the Tenant is liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of the satellite dish. No installation may cause damages to any unit or common areas of the premises. The satellite dish and or antenna must be removed at the end of the tenancy and any damage caused will be deducted from the security deposit.
6. The Tenant will be responsible to indemnify, defend and hold the landlord harmless for any damages or injuries resulting from any negligence, including paying the landlord's attorney's fees and costs.
7. Satellite dish must be a stand-alone system. Tenant may not splice into any existing wires or cable.
8. Owner/Agent recommends Lessee obtain a liability insurance policy for said satellite dish with minimum \$100,000 coverage and cause Owner to become an "additional insured" under said policy. Lessee shall provide proof of said insurance to the satisfaction of Owner before said satellite dish is installed

**VIOLATION OF ANY OF THE ABOVE EXECUTORY PROVISIONS OF THIS SATELLITE DISH AND ANTENNA ADDENDUM SHALL BE CONSIDERED A SUBSTANTIAL AND MATERIAL VIOLATION OF THE RENTAL AGREEMENT AS WELL AS GOOD CAUSE FOR TERMINATION OF YOUR TENANCY.**

One single violation of any of the provisions of this Addendum shall be deemed material non-compliance with this Rental Agreement. It is understood and agreed that proof of the violation of this Addendum shall not require criminal conviction; rather the standard of proof shall be by a preponderance of the evidence.

**In the event that it is determined by the landlord or management that a violation of this Addendum has occurred, the tenants, at the option of the landlord and/or management, may be served with a Three Day Notice to Quit pursuant to California Code of Civil Procedure Section 1161.**

**35a. LAWN/GARDEN/LANDSCAPING MAINTENANCE, IF APPLICABLE**

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**-WATERING:** Tenant will be responsible for watering the garden, landscaping, trees and shrubs which include, but are not necessarily limited to properly watering and irrigating all living plants, shrubbery, and vegetation. If the Tenant(s) defaults on their obligation to water the landscaping the Tenant(s) will be responsible for the cost of repairs which may include but not limited to replanting trees and shrubs, reseeding or relandscaping.

**-FRONT YARD:** Landlord will be responsible for maintaining the trees and shrubs in the front yard but are not necessarily limited to weeding and removal of debris from the shrub/bush/garden areas.

**-FRONT YARD:** Landlord will be responsible for mowing and removal of clippings, leaves and debris from the lawn and surface areas in the front yard.

**-BACKYARD:** Landlord will be responsible for maintaining the trees and shrubs in the backyard but are not necessarily limited to weeding and removal of debris from the shrub/bush/garden areas.

**-BACKYARD:** Landlord will be responsible for mowing and removal of clippings, leaves and debris from the lawn and surface areas in the backyard.

Tenant's failure to maintain any item for which the Tenant(s) are responsible shall give the Landlord the right to hire someone to perform such maintenance and charge Tenant(s) to cover the cost of such maintenance.

The Tenant is not permitted to remove or damage any existing landscaping, plants, vegetation, cut or trim branches from either bushes, shrubs, or trees; nor is the Tenant allowed to remove bushes, trees or shrubs from the premises. This will be the prerogative and choice of the Landlord. The Tenant is not allowed to plant any plants into the soil. Any and all work for which the Tenant is responsible pursuant to this paragraph is subject to the provisions of Paragraph 11b above as well as other applicable provisions of this Rental Agreement. Tenant is not allowed to discard onto the surface of the soil or landscaping, nor below the surface of the soil or landscaping any dead animal carcass or parts thereof, bury animals, or discard food waste or waste products thereon or therein.

**35b. DRILLING/DIGGING ON PREMISES:** No form of digging shall be conducted by the Tenant or the Tenant's visitors, guests, invitees or family members at any time on the premises. No form of drilling by the Tenant or the tenant's visitors, guests, invitees or family members of any form whether for oil, water, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on the tenancy real property, nor shall any oil wells, tanks, tunnels or mineral excavations or shafts be permitted when conducted by the tenant or the tenant's visitors, guests, invitees or family members below the surface of the tenancy real property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the premises by the tenant, the tenant's visitors, guests, invitees or family members. The tenant is not permitted to remove dirt, rocks, minerals, or landscaping accessories from below the surface or from the surface of the premises.

**35c. FENCES/AWNINGS:** No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained by the Tenant, the Tenant's visitors, guests, invitees or family members on or around any portion of the real property.

**35d. OUTSIDE DRYING AND LAUNDERING:** Unless written permission and consent is first obtained from the Landlord and/or the Landlord's authorized agent, no exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes outside of the dwelling unit including but not limited to whether on a balcony, post, fixture, stairway, walkway, patio, tree, or bush.

**35e. PERSONAL PROPERTY:** Unless written permission and consent is first obtained from the Landlord and/or the Landlord's authorized agent, no article of personal property is allowed to be located or placed outside the exterior of the dwelling unit. The purpose of this paragraph is to preclude objects and articles for which the Tenant is responsible from being stored, displayed, located or placed in locations that according to the sole and independent discretion and characterization of the Landlord appear to present the appearance of unsightliness, unattractiveness, inappropriateness, or health and safety concerns. Examples include but are not necessarily limited to the following: (1) couches or chairs on outside porches or balconies or on the lawns and gardens, (2) bicycles and other transportation devices placed without immediate use and attendance on exterior portions of the premises, (3) portable batting cages, batting T's, luggage, toys, boxes, clothing, basketball hoops or standards, picnic tables, barbeques, lawn equipment, gardening tools, potted plants, trash containers, dining utensils, firewood, etc. Motorcycles, bicycles, skateboards, and any other instrument of transportation as well as parts and pieces of equipment associated thereto may not be stored or placed anywhere inside any living area of the tenancy unit at any time. Trampolines are not allowed at the premises at any time.

**35f. NO CONTINUING DUTY:** Subject to the provisions applicable in California Civil Code Section 1950.5, at such time as the Landlord no longer owns the premises (if the Landlord is the Owner of the Premises), the Landlord will not be responsible for performance of, or compliance with any of the executory covenants and conditions of this Rental Agreement on the part of the Landlord to be performed including but not necessarily limited to Addenda incorporated hereto or attached hereto.

**35g. TENANT LIABILITY:** In the event that the Landlord is charged a penalty, assessment, fine, or fee due to a violation of law, ordinance, rule, regulation, or breach of any provision of this Rental Agreement by the Tenant, upon presentation of a bill and/or demand for payment, the Tenant will be responsible to immediately reimburse the landlord not later than five days from the date of presentation of the demand to the Tenant. Violation of this provision may result in the issuance of either or both a *Three Day Notice to*

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*Perform Covenant or Quit and/or a Notice of Termination of Tenancy.* Also, the Landlord may pursue appropriate civil proceedings against the tenant for any such amounts charged against the Landlord for which the Tenant is responsible, and/or deduct said penalty, assessment, fine, or fee from the security deposit.

**35h. TEMPORARY RELOCATION:** Tenant agrees, upon demand of Landlord or Agent, to temporarily vacate premises for a reasonable period, to allow for fumigation, mold removal, or other items as determined by the Landlord or Agent to eliminate or control mold or wood destroying pests or eliminate or control unwanted vermin, insects or organisms, or perform other repairs or alterations to the premises as determined by the Landlord or Agent. Tenant agrees to comply with all instructions and requirements necessary to prepare premises to accommodate pest control, mold issues, other work, including bagging or storage of food, valuables, medicine, furniture etc., and removal of perishables and valuables. If the need to perform said services is not due to the fault or liability of the Tenant, the Tenant shall only be entitled to a maximum credit of rent equal to the per diem rent for the period of time Tenant is required to temporarily vacate the premises; however, if the reason for the need to accomplish one or more tasks as defined herein is the fault or responsibility of the Tenant, no credit shall be applicable. At no time is the Landlord responsible for costs of a hotel, motel, or overnight lodging.

**35i. NOTIFICATION OF WRONGFUL ACTIVITY:** Tenant is informed that child abuse, spousal abuse, domestic violence, elder abuse, and suspected criminal activity at the premises will be reported to the appropriate protective service agencies as well as to law enforcement. The Tenant is also required to notify the Landlord and/or Agent as well as local law enforcement and protective service agencies of any and all criminal activity that occurs on, at or near the tenancy premises.

**35j. ATTORNMEN:** If Landlord's interest in the Property is voluntarily transferred by sale or otherwise to a successor landlord or owner, Tenant shall attorn to the transferee of or successor to Landlord's interest in the property and recognize such transferee or successor as Landlord under this Rental Agreement. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Rental Agreement or surrender possession of the property upon the transfer of Landlord's interest. Tenant shall sign and deliver any instrument or documents reasonably necessary or appropriate to evidence any such attornment or subordination or agreement to do so.

**35k. NO WARRANTY OF SECURITY OR SAFETY:** If Landlord provides Courtesy Patrol, Camera Systems and/or Automatic Gates, Tenant agrees that Landlord may alter or cancel any Courtesy Patrol, Camera Systems and/or Automatic Gates without notice and that Landlord has no obligation or liability for the acts or omissions of any agent of any Courtesy Patrol which may be engaged by Landlord. Tenant agrees that Landlord does not guarantee or assure Tenant's personal security and that Landlord's efforts are voluntary and gratuitous. There shall be no duty on the part of the Landlord to maintain any items specified in the first sentence of this paragraph. Tenant agrees that the furnishing of Courtesy Patrol, Camera Systems and/or Automatic Gates will not constitute a guarantee of their effectiveness nor impose an obligation on Landlord to continue furnishing them. Tenant agrees to hereby release Landlord from any claim whatsoever with respect to any personal injury or property damage which is in any way related either to reliance on or inadequacy of any Courtesy Patrol, Camera Systems and/or Automatic Gates.

The Landlord and Agent do not warrant or promise the peace and quiet of the neighborhood nor warrant or promise the peace and quiet of any other resident who lives elsewhere, nor warrant or promise the peace and quiet of another resident's or neighbor's guest, visitor or invitee. Neither the Landlord nor Agent is responsible for the conduct and behavior of others, nor for the conduct and behavior of customers, invitees, owners, and guests of adjacent or nearby public or private businesses or establishments.

**35l. ALARM, FIRE, SPRINKLER SYSTEMS, IF ANY:** This paragraph does not infer or express that the premises is situated with an alarm, fire, or sprinkler system. Nevertheless, subject to the additional provisions of Paragraph 11b above, if there is any existing alarm, fire, sprinkler or other system on the premises, at the Tenant's sole cost, risk, and expense, Tenant may maintain the alarm, fire, sprinkler system(s) and any other system at the premises at the sole and exclusive cost, risk and expense of the Tenant in good running order, and if the Tenant elects to do so, must in written form supply the Landlord with the name, address and telephone number of the maintenance contractor(s) prior to any work being commenced by the maintenance contractor. It shall be the responsibility of the Tenant to use only an appropriately licensed, bonded, and insured contractor for the purpose of making any improvements, replacements, repairs, changes, alterations, cleaning, etc. as may be necessary and appropriate for the Tenant to maintain any system.

The Tenant also agrees to indemnify and hold the Landlord harmless from any debts and/or liens put upon the premises as and for any involvement with any such system, including attorneys fees and court costs. At the Tenant's sole cost, risk and expense, the Tenant may maintain an alarm monitoring service and any other monitoring service at all times during occupancy of this premises. It is further understood and agreed that the failure of any system or the monitoring company, if any, is not the responsibility of the Landlord, and the Landlord shall have no responsibility or liability in case of failure of any alarm, fire, sprinkler system and/or any monitoring company. This paragraph shall not and does not express or imply a promise or duty on the part of the Landlord to install or allow for operation any alarm, fire, sprinkler or other system on the tenancy premises; nor impose or allow any duty on the part of the Landlord to provide any such system on the tenancy premises.

Further, the Tenant will be solely and exclusively responsible for any fines, charges, penalties, assessments imposed against the

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Landlord or the property by any governmental agency or entity if said items are related to or associated with the operation of any system that has been or is being utilized by the Tenant. The Tenant accordingly agrees to immediately pay for any fines, charges, penalties, assessments so imposed. The imposition of any fine, charge, penalty, or assessment as described herein shall constitute good cause for termination of the tenancy upon the service of an appropriate notice to quit.

It is understood and agreed that notwithstanding the sole and exclusive responsibility of the Tenant to maintain all equipment, appliances and/or systems at the premises, as well as the alarm system, sprinkler or fire system, if any, these items shall remain the property of the Landlord and may not be removed from the premises by the Tenant at any time.

Tenant must provide Landlord or Agent with the alarm code or Tenant will be responsible for any fees incurred for a false alarm.

**35m. NOTICE IS HEREBY GIVEN** that due to limited geography, limited information, incomplete, inaccurate or outdated information, the acquisition of information derived from a criminal background check, if any, is not a warranty, guarantee, or assurance of security, safety or protection being provided to any of our Tenants or their family members or guests. The Landlord makes no claim, representation, warranty or promise regarding the safety, health, welfare or protection of any of our Tenants deriving from the gathering of criminal background information or determining whether a particular applicant is eligible for tenancy. The Landlord does not warrant or promise the safety or security of any Tenant.

**35n. BEDBUGS, INSECTS, AND VERMIN:** At the time of the commencement of the tenancy, and after inspection of the premises, the Landlord is not aware of any insects, vermin, rodents, cockroaches or bedbugs inside the tenancy premises. The Tenant plays an important role in preventing and controlling the presence of any and all such items. With regard to bedbugs, while the presence of bedbugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control this issue by identifying bed bugs, minimizing any infestation, and limiting its spread. Tenant represents and agrees that all furnishings and other personal property that is placed into or allowed inside the unit is free of bedbugs as well as other insects, vermin, cockroaches, rodents or bedbugs. Tenant agrees to maintain the premises in a manner that prevents the occurrence of the presence of any insects, vermin, rodents, cockroaches or bedbugs. Resident agrees to uphold this paragraph by adhering to the following provisions: (1) Check all personal property for any and all insects prior to allowing personal property into the unit, (2) remove clutter, trash and debris from the inside of the unit, (3) keep the unit clean and sanitary, vacuum and dust regularly in all rooms especially the bedrooms, (4) while cleaning and dusting look for the presence of any insects, (5) never allow objects to enter the unit that have been removed from an unclean or unsanitary location, (6) cooperate with any and all pest control efforts that may be provided by the Landlord, (7) never accept any item into the premises that has the presence of any insects, vermin, cockroaches, rodents or bedbugs, (8) immediately report to the Landlord the presence of any insects, vermin, rodents, bedbugs, or cockroaches.

**35o. LOITERING OR LINGERING IN COMMON AREAS IS NOT PERMITTED AT ANY TIME:** Other than designated areas/locations or structures specifically identifiable and commonly intended for use of groups (eg. Pool area, business center, fitness center, barbeque areas, if any) all common areas, sidewalks, parking lots, driveways, walkways, stairwells, and stairs are solely intended for ingress and egress to and from a tenancy unit. Accordingly, card playing, gaming, gambling, playing of dominoes, playing of dice, playing with balls or other objects, congregating, associating, gathering, board game playing, board type game playing; sitting, standing or lying in any common areas, sidewalks, parking lots, driveways, walkways, stairwells, and/or stairs for longer than 10 minutes at any one time is prohibited and shall be considered loitering, and as such a violation of this Rental Agreement. Further, any conduct by a Tenant, or a Tenant's guest, visitor, invitee or family member that in any way interferes with clear and unobstructed passage in common areas of another person or causes others to feel unsafe, uncomfortable or in jeopardy of their health, safety or welfare shall constitute a violation of this Rental Agreement.

**36. 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 and written 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.

Further, it is understood and agreed that the Landlord may cancel this Rental Agreement if prior to occupation of the premises by the Tenant(s), the Landlord discovers that the Tenant and/or those from whom the Landlord has obtained information regarding satisfying the qualifications for tenancy have provided false or erroneous information regarding the Tenant(s) qualifications for 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

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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.

**EACH AND EVERY CLAUSE OF THIS RENTAL AGREEMENT IS GOING TO BE ENFORCED BY THE LANDLORD.**

The parties hereto have carefully read and reviewed this Rental Agreement and each term and provisions contained herein, and by the signing of this Rental Agreement evidence their informed and voluntary consent hereto. The parties hereto agree that the terms and provisions of this Rental Agreement are reasonable and effectuate the intent and purpose of the Landlord and the Tenant(s) with respect to the tenancy premises.

**THIS RENTAL AGREEMENT AS WELL AS THE DOCUMENTS ATTACHED HERETO IMPOSE NUMEROUS FINANCIAL AND OTHER OBLIGATIONS ON THE LANDLORD AND THE TENANT AND GUARANTOR, IF ANY. ALL PARTIES AGREE THAT THEY HAVE BEEN URGED, AND HAVE HAD AMPLE TIME TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RENTAL AGREEMENT. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE LANDLORD OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL OR PRACTICAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS RENTAL AGREEMENT. THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN ATTORNEYS AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS RENTAL AGREEMENT.**

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

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

This Rental Agreement containing 31 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 and written 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.

This Rental Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

If this Agreement is signed by the disclosed agent on behalf of the Landlord, it is understood and agreed by the Tenant that the Agent and/or Management Company, if any, is not providing any promise, guarantee or warranty of compliance with any of the provisions of this Rental Agreement or the Addenda attached hereto. **The Agent is acting solely as a disclosed agent for the Landlord, and is not personally contracting with the Tenant, nor is the Agent acting as an agent for the Tenant. This Residential Rental Agreement does not create a landlord-tenant relationship between the Agent and the Tenant(s).**

**- PLEASE SIGN BELOW -**

[Redacted Signature Line]

**Sample Tenant Name (Signature) Date**

[Redacted Signature Line]

**Bethany Landon, RNB Agent (Signature) Date**

THIS FIXED-TERM LEASE IS PROVIDED AS A COURTESY TO AUTHORIZED CLIENTS OF THE LAW OFFICE OF GARY LINK, Sacramento, CA (916) 447-8101 www.sacramentolandlord.com Copyright Gary Link Inc., Rev: 2-2-12. This document may not be copied in whole or in part, nor used without permission and consent of the Law Office of Gary Link. Use of this form does not imply representation of the Landlord by this law firm. 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. Use at your own risk. No liability is assumed by Law Office for improper preparation or use. No representation is made that this form is suitable for your particular legal matter. Unauthorized reproduction is prohibited. All rights reserved. The following addendums and disclosures are provided and approved by the California Apartment Association - Copyright 2012 - All Rights Reserved.

**COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) ADDENDUM**

The property is located within a common-interest development, which is subject to a Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Association Rules and Regulations. A copy of these documents is made a part of this Agreement and is attached hereto. Resident shall comply with any valid order of the Association and shall pay to Owner/Agent, on demand, any charge assessed against the Owner/Agent by reason of Resident's failure to comply with these provisions. Except as prohibited by law, noncompliance by Resident with these provisions shall be a breach of the Rental/Lease Agreement.

**PEST CONTROL NOTICE ADDENDUM**

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[Redacted Initial Line] **Sample Tenant Name**

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California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

**ASBESTOS ADDENDUM**

This property may contain asbestos.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration that may cause damage to the ceiling.
2. Resident shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARD ADDENDUM**

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))

**Owner's Disclosure or Agent acting on behalf of Owner**

- (a) Presence of lead-based paint or lead-based paint hazards: **Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**
- (b) Records and reports available to the Owner: **Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

**Agent's Acknowledgment-** The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

(c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

**Lessee's Acknowledgment**

- (d) Lessee has received copies of all information listed above.
- (e) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Certification of Accuracy** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

**CALIFORNIA'S PROPOSITION 65 WARNING ADDENDUM**

**Sources of Chemical Exposures:** California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

**General Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

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**Foods and Beverages Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

**Alcohol Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

**California's Proposition 65 Warning:** California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

**Second Hand Tobacco Smoke and Tobacco Products:** Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

**Furnishings, Hardware, and Electrical Components:** Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

**Combustion Sources:** Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

**Construction and Maintenance Materials:** Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

**Paint and Painted Surfaces:** Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

**Certain Products Used In Cleaning And Related Activities:** Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

**Swimming Pools and Hot Tubs:** The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

**Paint and Painted Surfaces:** Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

**Engine Related Exposures:** The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

**Pest Control and Landscaping:** Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, trifluralin and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

**INSURANCE FACTS FOR RESIDENTS ADDENDUM**

The purpose of this letter is to inform you concerning insurance coverage so that you can protect yourself against loss, if you wish, and to help prevent misunderstanding about the owner's insurance coverage. It is not an effort by the owner/agent to change responsibilities that is done by the state legislature and the courts.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy.

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3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:

- a. Your babysitter injures herself in your unit.
  - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
  - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
  - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
  - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
  - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils. The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

### RESIDENT POLICIES AND HOUSE RULES ADDENDUM

#### I. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 9 p.m. and 9 a.m.

#### II. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

#### III. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

#### IV. MAINTENANCE, REPAIRS AND ALTERATIONS

- PLEASE INITIAL BELOW -

 Sample Tenant Name

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

**LANDLORD/AGENT ADDENDUM**

**1. TELEPHONE CONVERSATIONS DISCLOSURE**

Telephone conversations made with/to RNB Property Management may be recorded. Tenant(s) understand that RNB may share any digitally recorded conversations without further notice or disclosure and without the use of an automatic tone warning device with the Landlord. RNB does not guarantee and assumes no responsibility to make, provide or to retain such recordings.

**2. RENTERS INSURANCE IS REQUIRED**

Tenant(s) agree to submit proof of Renters Insurance immediately. Policy shall include but not necessarily limited to tenant(s) Personal Liability (\$500k minimum) and Personal Property coverage (amount equal to the personal property value).

**3. Move-In/Move-Out Form**

(Tenant Initial) Tenant(s) acknowledge that they have received a copy of the Resident's Move-In/Move-Out Itemized Statement.

RNB Sample Lease