

# Tenant Rental Agreement

This Rental Agreement and/or Lease (agreement) shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed \_\_\_\_\_. Landlord, Landlord/Lessor/Agent shall be referred to as "LANDLORD" and

- 1.1. Tenants(s) Lessee(s) shall be referred to as "TENANT":

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

(Collectively, "Tenant") entered into this Tenant Rental Agreement ("Agreement").

- 1.2. In addition to Tenant, the following individuals will also reside at the Premises ("Occupants"):

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

\_\_\_\_\_

Full Name (First Name, Last Name)

(Collectively, "Tenant") entered into this Tenant Rental Agreement ("Agreement").

- 1.3. Tenant represents, warrants and covenants that all persons who will reside at the Premises as Occupants are listed in Section 1.2, above. All Occupants over the age of 18 are required to be listed in Section 1.1 as Tenant and are subject to any and all application approval requirements.
- 1.4. As consideration for this Agreement, LANDLORD agrees to rent/lease to TENANT and TENANT agree to rent/lease from LANDLORD for use SOLEY AS A PRIVATE RESIDENCE, the premises known as Section 2.

## 2. PREMISES

- 2.1. LANDLORD rents to TENANT and TENANT rents from LANDLORD, the real property and improvements

described as Property No. \_\_\_\_\_ Unit No. \_\_\_\_\_, located at

\_\_\_\_\_

("Premises").

(Address, City, State, Zip)

- 2.2. The Premises are for the sole use as a private residence by the above named Tenant(s) and Occupant(s), for a total of \_\_\_\_\_

occupants, and by no other persons without prior written consent of the Landlord.

2.3. The following personal property is included: \_\_\_\_\_

### 3. RENTAL TERM

- 3.1 The Rental Term begins on \_\_\_\_\_ ("Commencement Date"), and continue Month to Month tenancy until either party shall terminate this agreement; such month to month period being referred to as the "Rental Term."
- 3.2 Notwithstanding anything to the contrary set forth in Section 3.1, Tenant and all Occupants must vacate the Premises upon the Termination or such earlier date this Agreement is terminated pursuant to the terms hereof. Either party may terminate by giving the other 30-days written notice of termination in writing pursuant to California Civil Code 1946; however, if the Tenant has resided in the unit for one year or more, than the Landlord must give at least 60-days written notice to terminate tenancy (CC' 1946). In addition, Landlord may terminate the tenancy and this Agreement by giving written notice as provided by law.

### 4. RENT / PAYMENTS

- 4.1 "Rent" will mean all monetary obligations of Tenant to Landlord under the terms of this Agreement.
- 4.2 Tenant agrees to pay \$\_\_\_\_\_ per month during the Rental Term. Landlord will have the right to increase Rent as permitted by applicable law. All payments made are non-refundable. No refunds will be issued.
- 4.3 If Commencement Date falls on any day other than the day Rent is payable under paragraph 4.5., and Tenant has Paid One full month's Rent in Advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- 4.4 For a rent increase:(a) If the amount of the increase, when added to all other increases during the prior 12 months, is 10% or less of the lowest rent charged during the prior 12 months, Landlord may serve a 30-day rent increase notice; (b) If the amount of the increase, when added to all other increases during the prior 12 months, exceeds 10% of the lowest rent charged during the prior 12- months, Landlord must serve a 60 -day rent increase notice. In either case, if the notice is served by mail, the effective date of the rent increase is extended additional 5 days from the date of mailing.
- 4.5 Rent is payable in advance on or before the first (1St.) day of each calendar month and delinquent if not received by the third (3rd.) day of each calendar month. All payments made by Tenant to Landlord under this Agreement will, without regard to their characterization or earmarking by Tenant, be allocated by Landlord in the following order of priority: (i) to late charges and amounts owed from, including but not limited to, maintenance charge-backs, non-payment of pool service and utility payments by Landlord; (ii) to delinquent Rent; (iii) to current Rent due and payable.
- 4.6 In order to pay Rent and / or other charges as required under this Agreement, Tenant can make payments in the following manner:
- 4.6.1. For the safety of the manager, all payments are to be made by Cashier's Check or Money Order.
- 4.6.2. No Cash or Personal Checks shall be accepted.
- 4.6.3. Submit money order or cashier's check at the office or apartment of the manager of the building or at such other place designated in writing by Landlord.
- 4.7 All payments make payable to \_\_\_\_\_.

(Property Management Co. "LANDLORD", Property No., Unit No.)

(phone number is) \_\_\_\_\_ at (address) \_\_\_\_\_ Rent may be paid personally, between the hours of: **9:00 AM to 6:00 PM on Monday to Friday.**  
**10:00 AM to 5:00 PM on Saturday and Sunday.**

4.8. Landlord reserves the right to change the payment address to which Rent is to be submitted at Landlord's sole discretion.

### 5. SECURITY DEPOSIT

- 5.1. Tenant must pay to Landlord on or before the Commencement Date \$\_\_\_\_\_ as a security deposit (the "Security Deposit"), which amount will be maintained throughout tenancy.
- 5.2. All or any portion of the Security Deposit may be used, as reasonably necessary to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest of Tenant or by a pet; (iii) clean the premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **THE SECURITY DEPOSIT MUST NOT BE USED BY TENANT IN LIEU OF PAYMENT OF AN ADVANCE RENT, LAST MONTH'S RENT, NOR IS TO BE USED OR REFUNDED PRIOR TO RENTED PREMISES BEING COMPLETELY VACATED BY ALL TENANTS.** Within twenty-one (21) days after Tenant vacates the Premises, Landlord will: (i) furnish to Tenant and Occupant an itemized statement indicating the amount of any Security Deposit received and the basis for its disposition and supporting documentation as required by California Civil Code 1950.5(g); and (ii) return any remaining portion of the Security Deposit to Tenant.
- 5.3. Tenant shall promptly upon notice and demand by Landlord, replenish any funds used from the security deposit prior to termination of tenancy.
- 5.4. The Security Deposit will not be returned until the Premises has been vacated by Tenant and all other Occupants, if any, and all keys have been returned to Landlord. Any Security Deposit returned by check will be made out to each Tenant named on this Agreement, and mailed to the address provided by Tenant to Landlord.

5.4.1. Security Deposit return mailing address: \_\_\_\_\_.

Tenant's Initial(s) \_\_\_\_\_

- 5.5. No interest will be paid on the Security Deposit unless required by law.
- 5.6. In no event will the total Security Deposit (including any Pet Deposits) exceed the limit set forth in California Civil Code 1950.5.

### 6. MOVE-IN COSTS

- 6.1. The following move-in funds must be paid to Landlord by Cashier's Check or Money Order, upon Rental Agreement execution:
- |  |          |
|--|----------|
| 6.2. Security Deposit                  | \$ _____ |
| 6.3. First Month's Rent                | \$ _____ |
| Less any concessions given to Tenant   | \$ _____ |
| 6.4. Next Month's Rent (if applicable) | \$ _____ |
| 6.5. Garage / Gate Remote Deposit      | \$ _____ |
| 6.6. Trash                             | \$ _____ |
| 6.7. Water/Sewer                       | \$ _____ |
| 6.8. Pet Fee                           | \$ _____ |
| 6.9. Additional Parking                | \$ _____ |
| 6.10. Storage                          | \$ _____ |

6.11. Other

\$ \_\_\_\_\_

**TOTAL DUE UPON LEASE EXECUTION**

\$ \_\_\_\_\_

Tenant's Initial(s) \_\_\_\_\_

**7. LATE FEE; RETURNED CHECK FEE**

- 7.1. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include but are not limited to processing, enforcement, accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days after** the date due, or if a check is returned Tenant must pay to Landlord **\$75.00** as a "Late Fee". Additionally, Landlord will impose a **\$50.00** Non-Sufficient Funds Fee ("NSF Fee") for any returned check.
- 7.2. If Tenant pays Rent late on two (2) instances or more then Landlord reserves the right to increase Late Fee per Landlord's discretion.
- 7.3. Landlord and Tenant agree that the aforementioned fees represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Fee or NSF Fee due must be paid with the current installment of Rent and all such fees incurred by Tenant will be deemed additional Rent. Landlord's acceptance of any Late Fee or NSF Fee will not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Fee or NSF Fee will not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease and as provided by law.

**8. ATTORNEY'S FEES / WAIVER OF JURY TRIAL**

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, actual attorney's fees and cost pursuant to California Civil Code 1717, but not to exceed \$750.00. Recognizing that Jury Trial are both time consuming and expensive, Landlord and Tenant hereby waive their right to a trial by jury on any matter arising out of this Agreement, or the use, or the occupancy of the premises herein.

**9. CREDIT REPORT**

As required by law, you are hereby notified that negative credit reports reflecting on your credit record may be submitted to a credit reporting agency and/or your credit may be checked periodically.

**10. UTILITIES**

- 10.1. Tenant agrees to pay for all utilities and services serving the Premises. If any utilities are not separately metered, Tenant must pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant must place utilities in Tenant's name on or before **Commencement Date**. Tenant must pay any cost for conversion from existing utilities service providers. Landlord is only responsible for installing and maintaining one useable telephone jack in the Premises.

10.2.

Selected below services Tenant agree to pay direct to service provide:

**Electricity ( ), Gas ( ), Water / Sewer ( ), Garbage / Trash ( ), Other \_\_\_\_\_**

Or reimburse Landlord:

**Electricity ( ), Gas ( ), Water / Sewer ( ), Garbage / Trash ( ), Other \_\_\_\_\_**

- 10.3. Tenant is required to show proof of utility commencement prior to move-in. Utilities that require proof are electricity, gas, and water, sewer, and garbage services. Tenant must provide Landlord with current account numbers for all applicable utilities prior to move-in.
- 10.4. Notwithstanding anything to the contrary in this Section, Landlord may, at its option and in its sole discretion, elect to contract directly with the utility service providers providing utilities to the Premises, including without limitation, water, garbage and refuse removal, sewer, natural gas and electricity. In the event Landlord elects to contract for utilities directly with the service providers then Tenant must reimburse Landlord for all charges incurred by Landlord (all such charges being referred to in this Agreement as the "Utility Charges") within fifteen (15) days of Landlord's request therefore accompanied by an invoice documenting such Utility Charges owed by Tenant. The Utility Charges will be deemed "Rent" under this Agreement so that Tenant's failure to pay the Utility Charges when due will constitute an Event of Default under **Section 35**, below, entitling Landlord to the remedies set forth in **Section 36**, below.

**11. PARKING**

- 11.1. Parking is permitted on the Premises in the driveway, garage, or designated spaces only. The driveway, garage, and/or parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids must not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in the driveway, designated parking space(s) or elsewhere on the Premises. Parking is not permit in Fire Lanes, or where other vehicle access is impaired, blocking trash receptacle, or other area marked NO PARKING.

11.2.

The Right to Parking ( ) is, ( ) is **not included** in the Rent charged pursuant to paragraph 4. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month.

**12. STORAGE**

- 12.1. Tenant must store only personal property Tenant owns, and must not store property claimed by another or in which another has any right, title or interest. Tenant must not store any flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
- 12.2. The right to separate storage space ( ) is, ( ) is **not included** in the Rent charged pursuant to paragraph 4. If not included in Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month.

**13. CONDITION OF PREMISES**

Tenant has examined the Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke/carbon monoxide detector(s) and Tenant acknowledges these items are clean and in operable condition. With the following exceptions, if any are so specified: see MIMO Inspection Checklist.

**14. CARBON MONOXIDE DETECTOR NOTICE**

**14.1. INSTALATION OF CARBON MONOXIDE DETECTORS**

A. **Requirements:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

- 14.2. **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned, leased or rent by the State of California, the Regents of the University of California or local government agencies. Aside from these three types, there are no other exemptions from the installation requirement; it applies to all dwellings, be they individual banks, corporations, or other entities.

- 14.3. **DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of

carbon monoxide detectors in a dwelling.

## 15. MAINTENANCE

- 15.1. As additional consideration for the amount of Rent being charged hereunder, Tenant, at Tenant's own expense, is responsible for keeping the Premises in good condition, order and repair (as reasonably determined by Landlord), subject to reasonable and customary wear and tear. Tenant's obligations under this Section do not include maintenance and repairs to the structural elements of the Premises or the utility systems serving the Premises, which include the roof structure and membrane, foundation, water and sewer main lines serving the Premises, heating and ventilation systems, water heaters, electrical systems and appliances.
- 15.2. Tenant must properly use, operate and safeguard the Premises, including if applicable, any landscaping (including irrigation), furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, maintained free of trash, well-ventilated and in a manner that does not create a safety hazard to any person within the Premises or neighborhood.
- 15.3. Tenant is responsible for checking and maintaining all smoke and carbon monoxide detectors. Tenant must immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant is not permitted to remove or disable smoke/carbon monoxide detectors for any reason.
- 15.4. Tenant will be charged for all repairs or replacements caused by Tenant, pets, or guests of Tenant, excluding ordinary wear and tear. Tenant will be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. Tenant will be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 15.5. Tenant will be charged for all damage to the Premises resulting from Tenant's failure to maintain the Premises as required in this Agreement, including, without limitation, any drain blockages or stoppages.
- 15.6. Tenant's failure to maintain any item for which Tenant is responsible will give Landlord the right to hire a vendor of its choosing to perform such maintenance and charge Tenant to cover the cost of such maintenance. Tenant's failure to maintain or repair any item for which Tenant is responsible will also be deemed a default of the Agreement and Landlord may provide Tenant with a notice to cure such default within fourteen (14) days. If Tenant fails to cure such default within fourteen (14) days, then Tenant will be deemed in breach of this Agreement and Landlord will have all remedies available to Landlord pursuant to this Agreement and under the law of the State of California.
- 15.7. Tenant shall be responsible for maintaining the cleanliness of the unit including window coverings, and carpets if applicable. Tenant agrees to keep the premises in good repair and free from trash and unsightly material, and to immediately notify Landlord in writing of any defects or dangerous conditions in or about the premises. Tenant shall reimburse Landlord for the cost to repair damage by Tenant through misuse or neglect including screens, clogs and windows.
- 15.8. Tenant must maintain the yard and landscaping as set forth in the **"Yard & Landscape Maintenance Addendum attached hereto."**
- 15.9. Landlord will have no duty to maintain, repair or replace any appliances owned or placed on the Premises by Tenant. In addition, Landlord will have no duty to maintain, repair or replace the following, if any: \_\_\_\_\_
- 15.10. **Tenant agree and acknowledge that Tenant's maintenance obligations and duties as set forth in this Section are a material consideration and inducement for Landlord to enter into this Agreement and Landlord would not agree to enter this Agreement but for Tenant's maintenance obligations and duties as set forth herein. See attached "Cleaning & Maintenance Guidelines."**

Tenant's Initial(s) \_\_\_\_\_

## 16. INDEMNIFICATION

Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord, and Landlord's agents, employees and contractors, and **"Property Management Company", see section 4.7**, from and against any and all claims, demands, losses, liabilities, causes of action, suits, judgments, damages, costs and expenses (including attorneys' fees) (collectively, "Claims"), arising from any occurrence in or about the Premises, the use and occupancy of the Premises, or from any activity, work, or thing done, permitted or suffered by Tenant, its agents, employees, contractors, shareholders, partners, invitees, sub Tenants or assignees in or about the Premises or due to any other act or omission of Tenant, its sub Tenants, assignees, invitees, employees, contractors and agents, or from Tenant's failure to perform its obligations under the Agreement (other than any loss arising from the sole or gross negligence of Landlord or its agents), including, but not limited to, occasions when such loss is caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Landlord or its agents, and even if any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Landlord or its agents. Without limitation, this indemnity provision is intended to indemnify Landlord and its agents against the consequences of their own negligence or fault as provided above when Landlord or its agents are jointly, comparatively, or concurrently negligent with Tenant. This indemnity provision shall survive termination or expiration of the Agreement.

## 17. NEIGHBORHOOD CONDITIONS

Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may cause or affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

## 18. PETS

- 18.1. Unless otherwise provided in California Civil Code 54.2, or other law, no animal or pet must be kept on or about the Premises without Landlord's prior written consent. Landlord hereby consents to the following pets being kept at the Premises: \_\_\_\_\_.
- 18.2. If none specified, no pets are allowed unless otherwise permitted by the above-referenced statute or other applicable law. If Tenant is permitted to keep a pet at the Premises, Tenant must pay a non-refundable supplemental Pet Fee in the amount of Three Hundred Dollars (\$300), for each pet. Additional pets post move-in may be permitted with Landlord's prior written approval and an additional Pet Fee will apply to each additional pet. If Landlord learns that Tenant has added additional pets or has "visiting" pets that have not been pre-approved by Landlord, then Tenant must pay within seven (7) days of Landlord's demand, a Pet Fee in the amount of One Thousand Dollars (\$1,000) per additional, not previously approved pet. Tenant's failure to timely pay such additional Pet Fee will constitute an Event of Default hereunder.
- 18.3. Tenant will provide proof of vaccinations, and copy of local animal control licenses.

## 19. NO SMOKING

No smoking is allowed on the Premises. If smoking does occur on the Premises, then (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, his or her guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned or replaced, and such replacement and cleaning will be performed at Tenant's sole cost and expense.

## 20. RULES; REGULATIONS; CODE VIOLATION

- 20.1. Tenant, Resident, Occupant agrees not to violate any law, statute, or ordinance, nor to commit, suffer or permit any waste, or nuisance in, on, or about the said premises, or in any way to annoy, molest or interfere with any other tenant or occupants of the building, and

neighboring building, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Landlord, not to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Landlord in writing. Tenant shall reimburse Landlord for any fines or charges imposed by city, county, or other authorities, due to any violation by Tenant, or guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit section 5.

20.2. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant must not, and must ensure that guests and licensees of Tenant do not, disturb, annoy, endanger or interfere with neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, cultivating, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

20.3. Tenant has provided with, and acknowledges receipt of, a copy of the rules and regulations. See attached: **Addendum to Rental Agreement Apartment / House Rules.**

Tenant's Initial(s) \_\_\_\_\_

**21. CONDOMINIUM; PLANNED UNIT DEVELOPMENT (If Applicable)**

21.1. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit, Section 5.1.

21.2. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in Section 6, Tenant is solely responsible for payment and satisfying an HOA requirements prior to or upon or after the Commencement Date.

21.3. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ Days.

Tenant's Initial(s) \_\_\_\_\_: Tenant has been provided with, and acknowledges receipt of a copy of the HOA Rules.

**22. ALTERATIONS; REPAIRS**

Unless otherwise specified by law or in this Agreement, without Landlord's prior written consent, (i) Tenant must not make any alterations or improvements or material repairs in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord will not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant must not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant will be considered unpaid Rent.

**23. KEYS AND LOCKS**

23.1. Tenant acknowledges receipt of \_\_\_\_\_ Key(s) to Premises, \_\_\_\_\_ Key(s) to mailbox.

23.2. Tenant acknowledges that locks to the Premises have been re-keyed.

23.3. If tenant re-locks existing locks or opening devices, Tenant must immediately deliver copies of all keys to Landlord. Tenant must pay all cost and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**24. RIGHT OF ENTRY**

24.1. Landlord reserves the right to himself or his/her agent to entry said Premises, Tenant must make Premises available to Landlord or Landlord's representative to entry, in case of emergency, to inspect the Premises to confirm that Tenant is properly maintaining the Premises pursuant to Section 15 above, to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements, supplying necessary or agreed services or exhibit the dwelling to prospective purchasers, mortgagees, lenders, appraisers, tenants, workmen or contractors or when any tenant has abandoned or surrendered the premises or pursuant to court order or other (collectively "interested Persons"). Tenant agrees that Landlord, Broker and interested Persons may take photos of the Premises.

24.2. Except in cases of emergency or abandonment, entry will be made during normal business hours and landlord shall give the Tenant reasonable notice of intent to enter premises of no less than 24 hours pursuant to California Civil Code 1954. **Tenant agrees not to change any lock or locking device to said premises without the prior written consent of the landlord, but tenant will, upon demand, furnish landlord with the keys for the purpose of making duplicates thereof.** Upon demand by Landlord, Tenant shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Tenant shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, include the proper bagging and storage of food perishables and medicine. Tenant will only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate the Premises.

24.3. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned, has appeared to have abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. Tenant's failure or refusal to grant Landlord (or Landlord's representatives) access to the Premises as provided in this Section will be a default by Tenant under this Agreement.

**25. SIGNS**

Tenant authorizes Landlord to place FOR SALE/FOR LEASE signs on the Premises.

**26. ASSIGNMENT SUBLETTING**

Tenant must not sublet all or any part of the Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent, which consent will not be unreasonably withheld. Unless such consent is obtained, any assignment, transfer or subletting of the Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, will, at the option of Landlord terminate this Agreement. Any proposed assignee, transferee or sub-Tenant must submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. If no such information is provided or if the same is provided in an incomplete fashion, Tenant agrees that it will be reasonable for Landlord to withhold its consent to the proposed assignee or sub-Tenant. Landlord's consent to any one assignment, transfer or sublease, will not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

**27. BUSINESS USE**

Tenant must not utilize the Premises or any part thereof for operation of a business or for other commercial enterprise without Landlord's prior written consent, nor will Tenant utilize the Premises for any purpose or in any manner which violates applicable state, federal or local law or the covenants, conditions, or rules of any applicable homeowners association. Tenant's failure to abide by the terms of this Section will result in an Event of Default under this Agreement.

**28. JOINT AND SEVERAL LIABILITY**

28.1. The undersigned Tenant(s) whether or not in actual possession of premises, are jointly and severally liable for all rent incurred during the

term of this Agreement, and for all damages to the demised premises caused or permitted by Tenants, their guests and invitees. Any breach or abandonment by any one or more of the tenants shall not terminate the Agreement nor shall it relieve the remaining Tenants from fulfilling the terms of the Agreements.

- 28.2. If there is more than one individual who is a "Tenant" under this Agreement, then each individual will be individually and completely (i.e. jointly and severally) responsible and liable for the full and complete performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

#### **29. LEAD-BASED PAINT**

The Premises may have been constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In accordance with federal law, Landlord provided and Tenant acknowledges receipt of the disclosures on the attached **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**.

**Tenant's Initial(s)** \_\_\_\_\_: Tenant's acknowledgement, Tenant has received a copy of the pamphlet "Protect Your Family From Lead In Your Home" and copies of documents listed above if any. Tenant agrees to promptly notify Landlord of any deteriorated and/or peeling paint.

#### **30. ASBESTOS**

The Premises may contain asbestos, a substance known to the State of California to cause cancer. In the event the Premises contains asbestos, disturbance or damage to certain interior surfaces may increase the potential exposure to this substance. Tenant, Occupant, and their guests, must not take or permit any action which in any way damages or disturbs the ceiling in the Premises or any part thereof, including without limitation: (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; (f) painting, cleaning or undertaking any repairs of any portion of the ceiling; (g) replacing light fixtures; (h) undertaking any activity which results in building vibration which may cause damage to the ceiling; (i) or altering or disturbing the heating and ventilation system serving the Premises, including without limitation, any ducting connected thereto. Tenant must notify Landlord and its agents immediately in writing (j) if 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 (k) upon the occurrence of any of the events described above in this paragraph.

#### **31. MEGAN'S LAW DATABASE DISCLOSURE**

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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

#### **32. PROPOSITION 65 WARNING**

The State of California has determined certain chemicals commonly found in and around residences are known to cause cancer and birth defects or other reproductive harm. These can be found in California health & safety code section 25249.6. Among such chemicals are second hand cigarette smoke, alcohol, lead paint, and asbestos. Tenant is aware of such chemicals and the dangers they pose.

**Tenant's Initial(s)** \_\_\_\_\_

#### **33. POSSESSION**

If delivery of possession of the Premises by Landlord at the commencement of the Term is delayed, Landlord will not be liable for any damage caused by the delay, nor will this Agreement be void or voidable, but Tenant will not be liable for any Rent until possession is delivered. If Landlord is unable to deliver possession of the Premises on the Commencement Date, such date will be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within ten (10) calendar days after the agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and will be refunded all Rent, the Security Deposit, and the Pet Deposit, if any, to the extent the same have been paid to Landlord. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord and has surrendered the Premises free of all occupants and personal property pursuant to Section 34, below.

#### **34. TENANT'S OBLIGATIONS UPON VACATING PREMISES**

- 34.1. Upon termination of this Agreement, Tenant must: (i) give Landlord all copies of all the keys or opening devices to the Premises, including any common areas; (ii) vacate and surrender the Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises, as specified below, to Landlord in the same condition as received by Tenant and described in this Agreement; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- 34.2. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination of this Agreement. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations or improvements.
- 34.3. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy, or before the end of the Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Agreement; (ii) If Tenant requests such an inspection, Tenant will be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement; (iii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") will be made at Tenant's expense and only after obtaining the prior written approval of Landlord; (iv) Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord; (v) The work must comply with applicable law, including governmental permit, inspection and approval requirements; (vi) Repairs must be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials; (vii) Tenant must: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Tenant's Right to Pre-Move-Out Inspection, as specified above, does not apply when the tenancy is terminated pursuant to California Civil Code Procedure § 1161(2), (3) or (4).

#### **35. DEFAULT**

Tenant will be in default under this Agreement if Tenant: (i) fails to pay Rent when due, or (ii) fails to perform any other obligation or duty of Tenant under this Agreement, which failure to pay or perform continues for three (3) days after the delivery of written notice to Tenant of such default in the manner required by law (an "Event of Default"). Any notice required to be given for Tenant to be in default hereunder will not be deemed to be in addition to any statutorily required notice as long as the notice given hereunder otherwise complies with the terms of the applicable statute.

### 36. REMEDIES

After the occurrence of an event of Default, in addition to any and all other remedies available to Landlord at law or in equity, Landlord will have the right to the following:

36.1. The immediate option to terminate this Agreement and all rights of Tenant hereunder by giving Tenant written notice of such intention to terminate, in which event Landlord may recover from Tenant all of the following: (i) unpaid Rent at the time of termination; plus (ii) unpaid Rent for the balance of the Agreement Term; plus (iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his or her obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to: brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises reasonably incurred for the sole purpose of re-letting the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, alterations and any other items which Tenant is required under this Agreement to remove but does not remove; plus (iv) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law; plus (v) the amount of any concessions provided to Tenant by Landlord in connection with this Agreement at the time the parties entered into this Agreement and/or at the time of Tenant moving into the Premises.

36.2. In addition to the remedies specified above in this Section, if an Event of Default occurs, Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue rent in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations) and may continue the Agreement in effect after Tenant's default.

### 37. DAMAGE TO PREMISES

If, by no fault of Tenant, the Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent will be abated as of the date the Premises become totally or partially uninhabitable. The abated amount will be the current monthly Rent prorated on a 30-day period. If this Agreement is not terminated, Landlord will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord will have the right of termination, and no reduction or abatement of Rent will be made.

### 38. INSURANCE

Tenant's and Tenant's guest's personal property and vehicles are not insured by Landlord, the property manager, if any, or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (so-called "renter's insurance") to protect Tenant from any such loss or damage.** Tenant must comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant must pay for the increase in premium); or (ii) loss of insurance.

Tenant's Initial(s) \_\_\_\_\_

### 39. WATERBEDS; AQUARIUMS; WASHING MACHINE

Any waterbeds, or liquid-filled furniture as provided under California Civil Code 1940.5, are not permitted. Aquariums larger than 10 gallons are not permitted. Tenant may not have washing machine in unit if not properly plump for such.

### 40. WAIVER

40.1. No failure of Landlord to enforce any term of this Agreement will be deemed a waiver, nor will any acceptance of a partial payment of Rent be deemed a waiver of Landlord's right to the full amount of Rent owed. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

40.2. Waiver by Landlord of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Tenant's violation of a covenant does not waive his/her rights to enforce any covenant of this Agreement. The invalidity or partial invalidity of any provision of the Agreement shall not render the remainder of the Agreement invalid or unenforceable.

### 41. TENANT ESTOPPEL CERTIFICATE

41.1. Tenant must execute and return a Tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **three (3) days** after its receipt. Failure to comply with this requirement will be deemed an Event of Default and Tenant's acknowledgment that the Tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

### 42. REPRESENTATIONS

42.1. Tenant Representation; Obligations Regarding Occupants; Credit: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a tenant rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; **(ii)** After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

42.2. Landlord Representations: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amount due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

### 43. MEDIATION

43.1. Consistent with this Section, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, will be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party will not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

43.2. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the mediation provision. Each of the parties hereby irrevocably waives any right to trial by jury.

43.3. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

### 44. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES

Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a

final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California law and will incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which will constitute one and the same agreement.

**45. MILITARY SERVICE TERMINATION RIGHT**

In the event that Tenant, is or hereafter becomes, a member of the United States Armed Forces on extended active duty and receives permanent change of station orders to depart from the area where the Premises are located (which for purposes of this Section means an area in excess of fifty (50) miles from the Premises), or is ordered into military housing, then in any of these events, Tenant may terminate this Agreement upon giving not less than thirty (30) days written notice to Landlord. Tenant must also provide to Landlord a copy of the official orders or a letter signed by Tenant's commanding officer, reflecting the change, which entitles Tenant to the right to terminate this Agreement early under this Section. Security Deposit will be disposed per terms of Section 5 of this Agreement.

**46. SUBORDINATION OF AGREEMENT; ATTORNMENT OF TENANT**

This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, deeds of trust, deeds to secure debt, and similar instruments (collectively, "Mortgage Documents"), now or hereafter placed on the Premises, all advances made under any Mortgage Documents (including, but not limited to, future advances), the interest payable on any Mortgage Documents and any and all renewals, extensions or modifications of any Mortgage Documents. Tenant also hereby agrees to attorn, without any deductions or set-offs whatsoever, to any holder of any Mortgage Documents and any other purchaser at a sale of the Premises by foreclosure or power of sale, or any deed in lieu of any of the foregoing, and recognize such holder or other purchaser, as the case may be, as the Landlord under the Agreement. If requested by Landlord, Tenant agrees to execute and deliver any document requested by Landlord in order to further evidence the subordination and attornment described in this Section.

**47. ASSIGNMENT BY LANDLORD**

Landlord shall have the right to, either voluntarily, involuntarily, by operation of law or otherwise, sell, assign, transfer or hypothecate the Agreement.

**48. SUCCESSORS AND ASSIGNS**

All of the covenants, conditions and provisions of the Agreement shall inure to the benefit of Landlord and its respective heirs, personal representatives, successors and assigns.

**49. LANDLORD LIABILITY**

49.1. Landlord shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article belonging to Tenant located in said premises, or other premises under control of Landlord. No right of storage is given by this Agreement. Landlord shall not be liable for non-delivery or mis-delivery of messages nor shall Landlord be liable for and this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due Tenant, Caused by strike, riot, orders of public authorities, acts of other tenants, accident, the make of necessary repairs to the building of which said premises are a part, or any other cause beyond Landlord's control.

49.2. Landlord's liability under this Agreement will be limited to Landlord's unencumbered interest in the Premises. Neither Landlord nor any of its partners, members, officers, directors, agents, employees, shareholders, successors, assigns or pledges, including without limitation, the individual signing this Agreement on Landlord's behalf, will in any way be personally liable under this Agreement.

**50. SATELLITE DISHES**

Tenant may install one satellite dish on the Premises, provided it does not exceed one (1) meter (3.3 feet) in diameter. Tenant's installation must comply with reasonable safety standards and may not interfere with any cable, telephone or electrical systems within or serving the Premises. Installation must be done by a qualified person or company and the satellite dish cannot be installed or affixed to the roof of the Premises. Tenant will have the sole responsibility for maintaining any satellite dish or antenna and all related equipment. Tenant must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of any satellite dish or related equipment. Tenant agrees to hold Landlord harmless, defend and indemnify Landlord against any claims or injuries related to Tenant's installation of a satellite dish. If Tenant installs a satellite dish or antenna prior to satisfying the conditions set forth above, then Tenant shall be deemed in default under the Agreement.

**51. NO ENCUMBRANCES PERMITTED**

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises. Landlord will have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Agreement, if any such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to Tenant, Tenant will be deemed in default hereunder and Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien will be deemed Rent under this Agreement and will immediately be due and payable by Tenant.

**52. INDEPENDENT AGENT AND COUNSEL**

Tenant agrees and acknowledges that the listing agent and leasing agent exclusively represent Landlord. Tenant is advised to consult its own real estate agent and/or counsel in connection with this Agreement.

**53. ADDENDA: The following Addenda are incorporated in this Agreement.**

- 53.1. Complaint Procedure Addendum
- 53.2. Bed Bug Addendum
- 53.3. Rental Mold and Ventilation Addendum
- 53.4. Addendum to Rental Agreement Apartment / House Rules
- 53.5. Move-in & Move-out (MIMO)
- 53.6. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- 53.7. Cleaning & Maintenance Guidelines
- 53.8. Yard and Landscape Maintenance Addendum (if applicable)
- 53.9. Pool Maintenance and Equipment Addendum (if applicable)
- 53.10 Crime Free Lease Addendum (if applicable)
- .
- 53.11 No-Nuisance Lease Addendum (if applicable)



53.12 Other: \_\_\_\_\_

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE**

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Tenant:**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

Tenant (1) Phone: \_\_\_\_\_

Tenant (1) Email: \_\_\_\_\_

Tenant (2) Signature: \_\_\_\_\_

Tenant (2) Printed Name: \_\_\_\_\_

Tenant (2) Phone: \_\_\_\_\_

Tenant (2) Email: \_\_\_\_\_

Guarantor (1) Signature: \_\_\_\_\_

Guarantor (1) Printed Name: \_\_\_\_\_

Guarantor (1) Phone: \_\_\_\_\_

Guarantor (1) Email: \_\_\_\_\_

**LANDLORD AGREES TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Landlord:** \_\_\_\_\_

**By:**

**Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

**Authorized Agent Title:** \_\_\_\_\_

**53.1. Complaint Procedure Addendum**

**Complaint Procedure.** Tenant hereby acknowledges and agrees that if Tenant shall have any complaint ("Complaint") related to, arising out of or connected with the condition of the apartment unit ("Unit Condition Matter", individually, and "Unit Condition Matters" in the aggregate), or anything else under the Lease, Tenant shall follow the procedure outlined herein prior to filing a lawsuit or any other proceeding against Landlord. Unit Condition Matters shall include, without limitation, claims related to the habitability of the unit, defects in the unit, maintenance and repair related matters, bugs, roaches and similar creatures, etc.

**Procedure:**

1. Tenant shall notify Landlord in writing of such Complaint describing in detail the Unit Condition Matter, and shall provide Landlord a reasonable opportunity to cure the Unit Condition Matter;
2. If Tenant is not satisfied with the Landlord's response or cure to the Unit Condition Matter, then Tenant shall notify Landlord in writing of such dissatisfaction, and shall provide Landlord a further reasonable opportunity to cure the Unit Condition Matter;
3. If Tenant remains dissatisfied with Landlord's cure of the Unit Condition Matter, Tenant shall notify Landlord in writing, whereupon Landlord shall engage a third party inspector ("Inspector") to inspect the Unit Condition Matter and evaluate the remedy Landlord has implemented, and determine if further action is required by Landlord. If the Inspector determines that Tenant is the cause of the Unit Condition Matter or that Landlord has adequately remedied the Unit Condition Matter, then Tenant shall reimburse Landlord for the cost of the Inspector. If the Inspector determines that further action is required by Landlord, then Landlord shall pay the Inspector's cost and shall undertake the additional action recommended by the Inspector; and
4. Tenant shall fully cooperate with Landlord, its vendors and the Inspector, which shall include allowing Landlord and its vendors' reasonable access to the apartment unit to inspect, take pictures, devise a solution to the Unit Condition Matter and implement a solution thereto, as well as access to follow up and check on the effectiveness of any solution undertaken.

If Tenant files a lawsuit or other action against Landlord without following the Complaint Procedure outlined above, Landlord's liability to Tenant for all Unit Condition Matters shall not exceed \$1,000 in the aggregate.

**Liability Cap.** Notwithstanding anything else that may be construed to the contrary herein, Landlord's liability under the Lease for all Unit Condition Matters shall be capped at an amount equal to four (4) times the monthly rental rate payable by the Tenant each month up to a maximum aggregate amount of \$10,000. Tenant acknowledges that Landlord has set the monthly rental rate for the apartment unit based on the liability cap in the immediately preceding sentence, and that Landlord is relying on such liability cap in entering into this [Lease/Addendum]. For the avoidance of doubt, each party shall bear its own attorney's fees related in any action or other proceeding related to, arising out of or connected with Unit Condition Matters.

**Written Notices:** All written notices to Landlord must be given to both the onsite manager of the apartment building with a copy being sent to the corporate headquarters of the management company at the following address:

Attn: \_\_\_\_\_ . If there is no onsite manager, such written notice must instead be given to the local office of \_\_\_\_\_ where tenant pays its rent, as well as to the corporate office.

**Tenant's Initials:** \_\_\_\_\_ **Landlord / Agent's Initials:** \_\_\_\_\_

### 53.2. Bed Bug Addendum

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

Tenant and Landlord hereby enter into Bed Bug Addendum ("the Addendum") concurrently with and effective as of the date of the Agreement. This addendum sets forth the agreement of Tenant and Landlord for prevention of bed bugs at the Premises.

1. **Purpose:** This Addendum modifies the Agreement and addresses situations related to bed bugs, which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
2. **Inspection:** You agree that you: (check one)  
( ) have inspected the dwelling prior to move in and that you did not observe any evidence of bed bugs or bed bug infestation; or  
( ) will inspect the dwelling within 24 hours after move-in/renewal and notify Landlord of any bed bugs or bed bug infestation.
3. **Infestations:** You agree that you have read the information in this addendum about bed bugs and: (check one)  
( ) you are not aware of any infestation or presence of bed bugs in your current or previous dwellings or home. You agree that you are not aware of any bed bug infestation or presence in your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence, or  
( ) you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:  
\_\_\_\_\_
4. **Access for Inspection and Pest Treatment:** You must allow us and our pest control agents to access the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default of the Agreement and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Agreement. You agree not to treat the dwelling for a bed bug infestation on your own.
5. **Notification:** You must promptly notify us: (i) of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property, (ii) or if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
6. **Cooperation:** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Agreement.
7. **Responsibilities:** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Agreement.
8. **Transfers:** If we allow you to transfer to another property because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

### Bed Bug Information

Bed bugs, with a typical lifespan of 6-12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals -- their sole food source -- the bugs assume a distinctly blood-red hue until digestion is complete.

#### **Bed Bugs Don't Discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing tenants, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom Line: bed bugs know no social and economic bounds; claims to the contrary are false.

#### **Bed Bugs Don't Transmit Disease**

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

#### **Identifying Bed Bugs**

Bed bugs can often be found in, around and between:

- Bedding
- Bed Frames
- Mattress Seams
- Upholstered Furniture
- Around, behind and under wood furniture, especially along areas where drawers slide.
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors.
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas frequented by bed bugs.

#### **Bed Bug Information**

##### **Preventing Bed Bug Encounters When Traveling**

Humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

##### **Bed Bug Do's & Don'ts**

- a. Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a Tenant's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, Tenants should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- b. Do address bed bug sightings immediately. Tenants who suspect the presence of bed bugs in their property must immediately notify the Landlord. Do not attempt to treat bed bug infestations. Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and nontraditional, chemical based insecticides and pesticides poses too great a risk to you and your neighbors.
- c. Do comply with eradication protocol. If the determination is made that your property is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both the Landlord and their designated pest management company.

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

**Landlord:** \_\_\_\_\_

**By: Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

### 53.3. Rental Mold and Ventilation Addendum

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

**AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant.

Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

### LANDLORD AGREES TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS

**Landlord:** \_\_\_\_\_

**By**

**Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

**Authorized Agent Title:** \_\_\_\_\_

### 53.4. Addendum to Rental Agreement Apartment / House Rules

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

This addendum to the Rental Agreement replaces, in its entirety, any previous addendums or Apartment House Rules and any prior House Rules have no further force of effect.

#### **A. GENERAL**

1. This Addendum is incorporated by reference into the Rental Agreement between Landlord and Tenant.
2. New rules and regulations or amendments to these rules may be adopted by Landlord upon giving 30 days' notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of tenant rights. They will not be unequally enforced. Tenant is responsible for their guests, and the adherence to these rules and regulations at all times, by all occupants or guests.
3. In consideration of others, no Tenant shall make or emit any disturbing noises in the building by himself, his family or guests: nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Tenants. Loud singing, playing on musical instruments or loud operation of a T.V., sound systems or recorder is not permitted. No loitering, visiting or loud talking is allowed outside the tenant's unit.
4. In the event tenant or guest is inebriated; threatens, molests or disturbs another tenant or harasses manager; a three-day notice to quit will be

served to tenant.

5. Deposit and Rent Receipts: It is Tenant(s) responsibility to obtain receipt(s) for any payments made for the occupied premises. Tenants will not be discharged from their obligation without proof of payment.
6. Tenant has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. All deficiencies must be reported to Landlord in writing within 10 days from date of occupancy.
7. Bicycle or scooter riding, roller-skating, roller blading, skate boarding, and ball playing is not permitted anywhere on the property.
8. PETS AND WATER FILLED FURNITURE - Tenant agrees that he/she will not, without Landlord's expressed consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any dog, cat, bird, or other animal pet. Tenant agrees that he/she will not, without Landlord's expressed consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the premises any waterbeds, or liquid-filled furniture as provided under California Civil Code 1940.5

**B. NOISE AND CONDUCT**

1. Tenants shall not allow any disturbing noises in the unit by Tenant, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons.
2. Tenant(s) is responsible for the activities and conduct of Tenant and their guests, outside of the unit, on the common grounds, parking areas, or use of recreation facilities must be reasonable at all times and not annoy or disturb other persons.
3. Alcoholic beverages may not be consumed by Tenants or their guests anywhere on the property other than inside a consenting Tenant's apartment.

**C. CLEANLINESS AND TRASH**

1. Landscaped portions of the property are intended to enhance the appearance of the property for all tenants. Tenants, occupants and guests are prohibited from any activity that threatens to or actually damages the landscaped features of the property including lawns, shrubs, flowerbeds or garden areas.
2. Tenants shall assist Landlord in keeping the outside and common areas clean.
3. Tenant shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Tenant shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation. The unit must be kept clean, sanitary and free from objectionable odors at all times.
5. Tenant shall ensure that garbage is placed inside the containers provided, and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should be placed adjacent to the containers. Tenant shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Tenant in accordance with State and local laws.
6. All furniture must be kept inside the unit. Unsightly items must be kept out of sight.
7. Tenant may not leave items in the hallways or other common areas.
8. Clothing, curtains, rugs, etc., shall not be shaken or hung outside any window, ledge, or balcony.
9. No car washing or car repairs are allowed at the property.
10. Apartments with patios or balconies: Tenant must water and maintain shrubs and keep patios free of weeds. Landlord may inspect patios periodically. Neglect of the plants, shrubbery and trees will be considered damage to the premises. Barbecuing is permitted only on enclosed patios or the designated space where there are no patios. No outside storage is allowed in any patio or balcony. Common walk ways must always be kept clear.

**D. SAFETY**

1. Security is the responsibility of each Tenant. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Tenants' and guests' safety, or injury or damage caused by the acts of other persons. Landlord does not provide private protection services for Tenants.
2. Tenant shall insure that all doors and windows are locked during Tenant's absence.
3. Tenant shall insure that appliances be turned off before leaving the unit.
4. When leaving for an extended period (over 14 days), Tenant shall notify Landlord how long Tenant will be away. Prior to any planned absence, Tenant shall give Landlord authority to enter the unit and provide Landlord with the name of any person or entity permitted by Tenant to enter unit.
5. Smoking in bed is prohibited.
6. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
7. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
8. Tenant shall insure that no personal belongings, including bicycles, play equipment or other items are left in the halls, balconies, and stairways or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. Tenant shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or for normal problems within business hours. Repair request should be made as soon as the defect is noted.
2. All service requests be made to Resident Manager and/or Property Management Company in writing. No service request be made directly to maintenance person.
3. No alterations or improvements shall be made by Tenant without the consent of Landlord. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Tenant. Tenant shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.
4. Costs to be paid by Tenant(s) due to their negligence: Tenant(s) will be charged for the costs incurred by the Landlord due to Tenant(s) carelessness and/or negligence. Some of the examples are broken windows, damaged screens, clogged drains, missing smoke detectors, scratches on the floors, bleach or oil spots on the carpet, missing light fixture covers, etc. Tenant(s) must pay upon demand. In the event Tenant(s) fail to pay, the Landlord and/or management may reduce the security deposit for that amount or file small claim action in court.
5. Stoves & garbage disposals in working order are the Tenant's responsibility to maintain and keep clean.
6. Nothing herein contained shall be construed to grant Tenant any right to enter upon any portion of the roof of said premises for any purpose whatsoever without Landlord's prior consent in writing. TENANT SHALL NOT ENTER INTO A CONTRACTUAL AGREEMENT WITH A CABLE T.V. COMPANY OR SATELLITE DISH. If Tenant desires to have a satellite dish, a separate addendum must be executed.

**F. PARKING AND SPACES**

1. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to being towed pursuant to California Vehicle Code section 22658.
2. All vehicles on the premises must be operational, currently registered and displaying current registration tags on the rear license plate, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed on or about the premises.

3. No Tenant shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non- working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code, Section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
4. This notice affects all Tenants and their visitors. Licensed towing has been hired to enforce all parking regulations and to tow and impound any vehicles in violation that are parked on this property. Towing company will tow all vehicles that are: Parked in Driveways, Alleyways, Red Zones - Fire Lanes, Inoperative Vehicles, and Vehicles without Current Registration and Vehicles Backed into Carports. Use your assigned parking stall. If you do not have an assigned parking stall, see the manager. All visitors must park on the street. THERE WILL BE NO FURTHER NOTICES OR EXCEPTIONS AFTER THREE-DAY NOTICE IS GIVEN!! VIOLATORS WILL BE TOWED AWAY WITHOUT FURTHER WARNING. UNDER THE STATE LAW, VEHICLE(S) WITHOUT CURRENT REGISTRATION ARE CONSIDERED INOPERABLE.

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Tenant:**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

**LANDLORD AGREES TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Landlord:** \_\_\_\_\_

**By:**

**Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

**Authorized Agent Title:** \_\_\_\_\_

#### **53.5. Move In / Move Out Inspection**

**Property Address** \_\_\_\_\_ **Unit No.** \_\_\_\_\_

**Inspection: Move In (Date)** \_\_\_\_\_ **Move out (Date)** \_\_\_\_\_

**Tenant(s):**

\_\_\_\_\_

Completing this Form, check the premises carefully and be specific in all items noted. Check the appropriate letter:

**N – NEW**

**S – SATISFACTORY/CLEAN  
MOVE IN**

**O – OTHER**

**D – DEPOSIT DEDUCTION  
MOVE OUT**

#### **Front Yard/Exterior**

Landscaping	N S O _____	S O D _____
Fences/ Gates	N S O _____	S O D _____
Sprinklers/Timers	N S O _____	S O D _____
Walks/Driveway	N S O _____	S O D _____
Porches/Stairs	N S O _____	S O D _____
Mailbox	N S O _____	S O D _____
Light Fixtures	N S O _____	S O D _____
Building Exterior	N S O _____	S O D _____

\_\_\_\_\_

#### **Entry**

Security/Screen Doors	N S O _____	S O D _____
Doors/Knobs/Locks	N S O _____	S O D _____
Flooring/Baseboards	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____

\_\_\_\_\_

#### **Living Room**

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____

Walls/Ceilings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Fireplace Equipment	N S O _____	S O D _____

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**Other Room** \_\_\_\_\_

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____

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**Bedroom #** \_\_\_\_\_

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Closets/Doors/Tracks	N S O _____	S O D _____

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**Bedroom #** \_\_\_\_\_

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Closets/Doors/Tracks	N S O _____	S O D _____

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**Bedroom #** \_\_\_\_\_

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures/Fans	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Closets/Doors/Tracks	N S O _____	S O D _____

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**Bath #** \_\_\_\_\_

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Toilet	N S O _____	S O D _____
Tub/Shower	N S O _____	S O D _____
Shower Door/Rail/Curtain	N S O _____	S O D _____
Sink/Faucets	N S O _____	S O D _____
Plumbing/Drains	N S O _____	S O D _____
Exhaust Fan	N S O _____	S O D _____
Towel Rack(s)	N S O _____	S O D _____

Toilet Paper Holder	N S O _____	S O D _____
Cabinet/Counters	N S O _____	S O D _____

**Bath # \_\_\_\_\_**

Doors/Knobs/Locks	N S O _____	S O D _____
Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Toilet	N S O _____	S O D _____
Tub/Shower	N S O _____	S O D _____
Shower Door/Rail/Curtain	N S O _____	S O D _____
Sink/Faucets	N S O _____	S O D _____
Plumbing/Drains	N S O _____	S O D _____
Exhaust Fan	N S O _____	S O D _____
Towel Rack(s)	N S O _____	S O D _____
Toilet Paper Holder	N S O _____	S O D _____
Cabinet/Counters	N S O _____	S O D _____

**Kitchen**

Floorings/Baseboards	N S O _____	S O D _____
Walls/Ceilings	N S O _____	S O D _____
Window Coverings	N S O _____	S O D _____
Windows/Locks/Screens	N S O _____	S O D _____
Light Fixtures	N S O _____	S O D _____
Switches/Outlets	N S O _____	S O D _____
Range/Fan/Hood	N S O _____	S O D _____
Oven(s) Mircowave	N S O _____	S O D _____
Refrigerator	N S O _____	S O D _____
Dishwasher	N S O _____	S O D _____
Plumbing/Drains	N S O _____	S O D _____
Sink/Disposal	N S O _____	S O D _____
Faucet(s)/Plumbing	N S O _____	S O D _____
Cabinets	N S O _____	S O D _____
Counters	N S O _____	S O D _____

**Laundry \_\_\_\_\_**

Faucets/Valves	N S O _____	S O D _____
Plumbing/Drains	N S O _____	S O D _____
Cabinet/Counters	N S O _____	S O D _____

**Systems \_\_\_\_\_**

Furnace/Thermostat	N S O _____	S O D _____
Air Conditioner	N S O _____	S O D _____
Water Heater	N S O _____	S O D _____
Water Softener	N S O _____	S O D _____

**Other**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tenant's Initial(s) \_\_\_\_\_

Tenant's Initial(s) \_\_\_\_\_



Landlord's/Authorized Agent's Initials:

Landlord's/Authorized Agent's Initials:

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

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

**Lead Warning Statement**

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

**Landlord's Disclosure**

Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Landlord (check (i) or (ii) below):

(i) \_\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

Tenant has received copies of all information listed above.

Tenant has received the pamphlet Protect Your Family from Lead in Your Home (attached to this addendum).

**Tenant's Initial(s)** \_\_\_\_\_

**Certification of Accuracy**

The Following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Tenant:**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

**LANDLORD AGREES TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

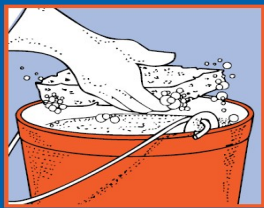
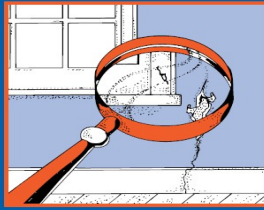
**Landlord:** \_\_\_\_\_

**By:**

**Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

**Authorized Agent Title:** \_\_\_\_\_



# Protect Your Family From Lead In Your Home

**EPA** United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

### Childhood lead poisoning remains a major environmental health problem in the U.S.

#### People can get lead in their body if they:

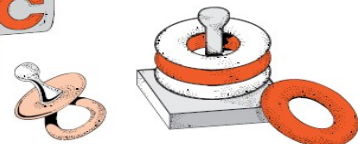
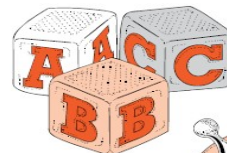
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

#### Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

#### Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



### Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

#### In children, lead can cause:

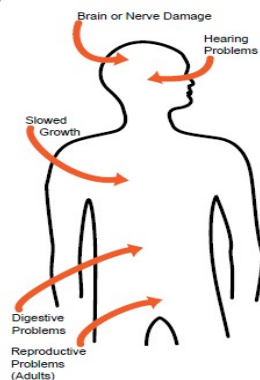
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

#### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects the body in many ways.**

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## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

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## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**



## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A **combination risk assessment and inspection** tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

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## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



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## Other Sources of Lead



**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**



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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys and furniture.**
- ◆ Food and liquids stored in **lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.



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## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2800 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

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## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

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## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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## 53.7. Cleaning & Maintenance Guidelines

### Dear Tenant,

It is our goal to provide a well maintained property at the beginning of the lease term and to work with you to maintain the property in good condition at all times during the Agreement. At the time you take possession of the property, it should be in a clean, well-maintained condition with all appliances and mechanical systems functioning correctly. Any pre-existing conditions and/or damages should be noted clearly on your walk through inspection sheet. If any conditions or damages are found that were not readily visible during the initial inspection they should be reported immediately.

The enclosed information outlines the PAMA Management policy regarding Tenant cleaning & maintenance responsibilities during the Agreement and, if

followed, will help you receive a maximum security deposit refund at move out. This guide is intended as an outline of maintenance responsibility only and cannot address every possible cleaning or maintenance issue.

### **Smoke Detectors/ Carbon Monoxide Detectors**

- Keep smoke/carbon monoxide detectors free from any dust or obstructions and change detector batteries every 6 months. We recommend changing batteries when daylight savings time occurs.
- Do not remove or disconnect smoke detectors.
- Report any non-functioning smoke detectors immediately.

### **Plumbing**

- Clogged plumbing due to day-to-day waste removal is a Tenant responsibility unless it occurs within the first 30 days of the Agreement and is not a result of the current Tenant's use or abuse or it is determined that the clog is due to pre-existing conditions.
- Toilet flush handles, flappers and chains are a Tenant maintenance responsibility unless they fail within the first 30 days of the Agreement.
- Be careful to ensure that toys or hard objects are not flushed in the toilet as they can become lodged inside the toilet. In some cases the toilet may need to be replaced and the cost to repair or replace the toilet is a Tenant responsibility.
- Leaky faucets and/or plumbing pipes should be reported immediately. They are considered normal wear and tear and are a landlord responsibility to maintain unless it is observed that they are caused by Tenant misuse. In the event that a plumbing leak goes unreported and causes excessive damage to the property, the Tenant will be held liable for the additional damage.

### **Appliances - Range & Vent Hood**

- Stove Burner drip pans are a Tenant responsibility to maintain. The drip pans should be new or in excellent condition at the beginning of your Agreement and should be in the same condition at the end of your Agreement. If drip pans are in poor condition at move out we will deduct from your security deposit.
- Coil stove burners are relatively inexpensive and simple to replace. They eventually fail due to day-to-day use, and similar to light bulbs, are a Tenant responsibility to replace unless they fail within the first 30 days of the Agreement.
- Flat surface stoves should be cleaned with only approved cleaning agents. Tenant will be held liable for any damage to the stove surface caused by abrasive cleaners and/or abuse.
- Range should be pulled away from wall and cleaned behind every 6 months. Take this opportunity to clean any food or grease that may have accumulated on the sides of the range, wall and cabinets.
- Oven should be cleaned at minimum every 6 months.
- The Grease Filter, located in the vent hood or built in microwave, is a Tenant responsibility to maintain. The Grease Filter should be in good clean condition at the beginning of the lease. It can be removed and hand washed in warm soapy water or it can be placed in the dishwasher on a regular basis as needed to maintain it. If you're cooking habits involve excess oil or grease we highly recommend washing the filter on a monthly basis to minimize the possibility of a grease fire.

### **Appliances – Refrigerator**

- Refrigerator coils are located either behind or under the refrigerator. Tenants should clean behind and under the refrigerator as part of their regular home cleaning schedule. Dirty refrigerator coils will cause your refrigerator to work harder to stay cool and thus increase your electric bill.

### **Appliances – Dishwasher**

- Report any water coming from under the dishwasher or around the door immediately.
- Whenever you empty the dishwasher, look for paper, glass or debris that may collect at the bottom near the filter. Remove any debris immediately as it can cause damage to the internal components of the pump and drain system.

### **Appliances - Garbage Disposal**

- Garbage disposal is used to grind and dispose of soft foods only. Do not allow utensils, hard foods or non- organic debris to enter the garbage disposal. (Eggshells, coffee grounds or rice should NEVER go into the garbage disposal)
- If the disposal makes a humming noise, but does not function, there is debris lodged inside. Turn off electrical breaker, remove debris if possible, turn on breaker and test disposal.
- If disposal neither functions nor makes a humming noise, check breaker in breaker box and check reset button at bottom of disposal
- Report any leaks coming from garbage disposal immediately.

### **Heating Ventilation and Air Conditioning**

- Living without a correctly functioning heater or air conditioner for more than a few hours can be uncomfortable to say the least. We cannot resolve failing A/C systems unless we know about them. Report any unusual noises or smells coming from the air conditioner and any moisture in/around the A/C closet immediately.
- It is imperative that Air Conditioning filters be changed on a regular basis. We recommend that the filter(s) be changed monthly. Tenant will be held liable for any damages that are a result of the air filter(s) not being maintained during the tenancy. Filter(s) may be located inside the Air Handler or inside the return air vent. If you are unsure of your Air Conditioning filter's size or location, inquire with your property Landlord.
- Whenever the lawn is cut, dirt, dust and grass clippings are thrown into the air and can be sucked into the outside air-condensing unit if it is running. This will clog the unit and reduce its efficiency overtime. It is recommended that the air conditioner be off whenever the grass is being cut or trimmed nearby the outside air-condensing unit.
- Beware of wires and pipes behind or around outside air condensing unit. Be careful not to damage the A/C control wires whenever trimming grass nearby the unit and make sure the water condensation pipe stays above the ground level and keep it free of dirt and debris.



## Carpets

- Please remember that normal wear and tear is expected in your property, this includes carpeted areas. Excessive wear and tear will happen if carpets are not cleaned properly on a regular basis. We recommend the following as a guide to caring for your carpets. You can reduce soil build up in carpeting by removing shoes when entering the home and by avoiding walking on carpet in bare feet as body oils will be transferred to the carpet, which makes it harder to remove soil by way of vacuuming.
- Vacuum carpets on a weekly basis paying special attention to "high traffic" areas as ground in sand and dirt will damage carpet fibers. We recommend that inexpensive throw rugs be used in "high traffic" areas to reduce excessive damage to carpets.
- Clean up spills as fast as you can. Blot or scrape up as much of the spill as possible, blotting with a clean dry towel from the outside toward the center. If you use a stain remover, test it first on an inconspicuous area of the carpet to make sure it does not damage the carpet.
- There are many tricks to removing set in stains, gum, candle wax etc. If you have any questions consult a professional or contact our office for suggestions.
- It is recommended that carpets be professionally cleaned as needed or at least once per year. If you rent or use your own carpet cleaner, make sure to follow the manufacturer's instructions so that damage to carpets does not occur. Using excess soap or water can damage carpets and the underlying padding.

## Flooring

- All flooring should be cleaned on a regular basis to ensure the property is kept in clean and sanitary condition according to the Agreement.
- Ceramic and vinyl flooring should be swept and mopped on a weekly basis paying special attention to high traffic areas, edges and corners where a mop doesn't easily clean.
- Wood and laminate flooring should be cleaned on a weekly basis. Do not use excessive water on wood or laminate floors as this can damage the flooring. If mopping, use only a slightly damp mop.
- Clean and dry any spills immediately.

## Walls, Blinds & Fixtures

- Dust blinds no less than once a month, wiping any stains as needed. In areas where grease build up may be a concern (such as kitchen areas) wipe blinds with a suitable cleaner.
- Wipe any handprints or stains on walls, doors and switch plates as needed or at minimum every 3 months.
- Dust or vacuum baseboards, door trim, light fixtures and ceiling fan blades as needed or at minimum every 3 months.
- Remove light fixture glass covers and wash with warm soapy water or in dishwasher as needed or at minimum once per year.

**Emergency maintenance items involving plumbing leaks where moisture is found in carpets walls or under sinks; function of the heating system, and hot water heater should be reported immediately to our office by phone.**

Non-emergency maintenance items should be reported to our office in writing via email, postal service, or hand carried.

Please help us ensure that the property you reside in stays well maintained for your and the Landlord's benefit for years to come by following the above procedures

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Tenant's Initial(s)** \_\_\_\_\_

### 53.8. Yard & Landscape Maintenance Addendum (If Applicable)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

Tenant and Landlord hereby enter into this Yard & Landscape Maintenance Addendum ("the Addendum") concurrently with and effective as of the date of the Agreement.

Tenant hereby agrees and acknowledges that he/she will maintain the yard area and related landscape located at the Premises during the Agreement Term (collectively, "Landscape Maintenance"). The Landscape Maintenance shall be performed by Tenant in strict conformance with and pursuant to the following standards:

2. **Lawn Watering:** Tenant must sufficiently water all lawn and grass areas ("Lawn") as needed to keep the Lawn green. To minimize evaporation and promote deeper saturation, the recommended watering time is early in the morning (4-8 AM). During the spring and summer the recommended watering frequency for is 4-5 days per week for 8 minutes. Depending on rainfall, during the fall and winter the frequency of watering can be reduced to 1-2 days per week for 8 minutes.
3. **Lawn Maintenance:** Tenant must perform all mowing and edging. The Lawn should be mowed weekly during the spring and summer and every other week in the fall and winter. Tenant should edge around the driveway, sidewalks and planter areas at the same time the Lawn is mowed. All debris and grass clippings must be blown off or swept clean from the driveway and surrounding yard and placed in the trash or a green recycling/compost bin.
4. **Plant Watering and Maintenance:** Tenant must sufficiently water all planted areas ("Plants") as needed to keep plants green and growing and remove weeds. To minimize evaporation and promote deeper saturation, the best watering time is early morning (4-8 AM). The recommended watering frequency is 4-5 days per week for 10 minutes. In fall and winter the frequency can be reduced to 1-2 days per week for 8 minutes.
5. **Irrigation Systems:** Tenant's Premises may be equipped with an automatic sprinkler system and timer. If the system contains a timer, it should

already be set to water at the appropriate time and frequency. Please be aware of warning signs that your sprinkler system might need adjustment. Inspect the lawn and plants bi-weekly for mold or excessive yellow coloration. These can be signs that the system is incorrect or malfunctioning.

6. **Basic Maintenance:** Tenant should check the irrigation system regularly to ensure that it is working properly. Tenant must replace any damaged or broken sprinkler heads, mini sprayers, or drip lines and/or accessories with parts of "like kind". All replacement parts are readily available at your local Home Depot or equivalent hardware store.
7. **Shrubs & Hedges:** Tenant must trim or prune all shrubs and hedges as needed and necessary to prevent excessive or unkempt growth. In the event the Premises is at the corner of intersecting streets, Tenant must keep all hedges or shrubs trimmed to a height that does not obstruct or obscure traffic visibility across the Premises. Barring any local law or ordinance to the contrary, the height of shrubs and hedges in the front yard of a corner lot should not exceed two and one half feet.
8. **Optional outside Landscaping Services:** Tenant may wish and is permitted to hire a landscape service company to do some or all of the yard and landscape maintenance for Tenant.
9. **Back Yards:** Tenant is permitted to landscape back yard at their discretion. They must submit plans in writing to Landlord and Landlord must approve before work can commence.
10. **Periodic Inspections:** Landlord will conduct twice-yearly exterior inspections of the Landscape Maintenance. Tenants whose Landscape Maintenance is not consistent with the guidelines set forth in this Addendum may be in default of the Rental Agreement.

Tenant's Initial(s) \_\_\_\_\_

### 53.9. Pool Maintenance & Equipment Addendum (If Applicable)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, on property located at: (Property Address, Property Number, Unit Number)

\_\_\_\_\_  
Tenant and Landlord hereby enter into Pool Maintenance & Equipment Addendum ("the Addendum") concurrently with and effective as of the date of the Agreement.

Tenant hereby agrees and acknowledges that he/she will maintain the pool and related equipment located at the Premises during the Agreement term (collectively, "Pool Maintenance"). The Pool Maintenance shall be performed by Tenant in strict conformance with and pursuant to the following standards:

1. Tenant agrees to enter into a pool maintenance contract with Landlord's established vendor. Vendor will service the pool once a week for the duration of Agreement Term. **Tenant is not permitted to establish a pool service schedule outside of the established once per week schedule.**
2. Tenant will submit directly to Landlord.
- 3.

Tenant is responsible for pool maintenance and supplies. Landlord is responsible for mechanical equipment and filters.

- a. Pool maintenance vendor: Phone: \_\_\_\_\_
- b. Email: \_\_\_\_\_
- c. Monthly pool maintenance cost \$ \_\_\_\_\_
- d. Or paid directly to \_\_\_\_\_

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND RECEIPT OF A DUPLICATE ORIGINAL. TENANT(S) AGREE TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Tenant:**

Tenant (1) Signature: \_\_\_\_\_

Tenant (1) Printed Name: \_\_\_\_\_

**LANDLORD AGREES TO RENT THE PREMISES ON THE ABOVE TERMS AND CONDITIONS.**

**Landlord:** \_\_\_\_\_



**By:**

**Authorized Agent Signature:** \_\_\_\_\_

**Authorized Agent Printed Name:** \_\_\_\_\_

**Authorized Agent Title:** \_\_\_\_\_