



Apartment No. _____



LEASE

(Consult with your attorney about local technicalities or changes in the law subsequent to the revision date.)

OWNER: _____

RENTER: _____

PREMISES: _____

APT.NO.

ADDRESS

(ST., AVE., PL., BLVD., ETC.)

CA

ZIP CODE

Owner and Renter agree that Renter's performance of and compliance with each of the terms hereof, and with Owner's House or Pool Rules (if any) which are incorporated herein by reference, constitute a condition on Renter's right to occupy the Premises. Any failure of compliance or performance by Renter shall allow Owner to forfeit Renter's right to possession. All persons designated as "Renter" are jointly and severally liable for all "renter" obligations. Rent is due for the entire term and for any holdover period.

TERM: From and including _____ To and including: _____

A. Rent Start Date	_____	I. Storage Space	_____
B. Rent per Month	\$ _____	J. Maximum Occupancy per Agreement	_____
C. Day of Month Rent Due	_____ First day of the month	K. Other Occupants (ages)	_____
D. Late Rent Charge	\$ _____	L. Added per Occupant Rent	\$ _____
E. Returned Check Charge	\$ _____	M. Owner's Personal Property	_____
F. Security Deposit	\$ _____	N. Pets	_____
G. Owner Paid Utilities	_____	O. Inspection Consent See Paragraph 9	Circle One: Yes No
H. Parking Space (Lic./Space#)	_____	P. Unit Type	_____ Bedroom + Bath

P. Required Notices: RENT:

Person/Address/Telephone No. where and to whom rent to be paid: _____

Days and times on which rent is to be paid: _____

LEAD:

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, owners must disclose the presence of known lead-based paint hazards in the housing premises. Also Renters must receive a federally approved pamphlet on lead poisoning prevention.

____ **Agent's initials** mean Agent has informed Owner of Owner's obligation to disclose any known facts about lead based paint on the property under USC 42 USC 4852D, EPA 40 CFR 745.107, 745.110, 745.113 as required by law. And the following is believed to be true.

____ **Owner's initials** mean the Premises were built before 1978 and the following is believed to be true.

____ **Owner's initials** mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead based paint in or on the Premises.

____ **Owner's initials** mean Owner has that information about lead in or on the Premises disclosed on the attached lead-based paint disclosure form and has provided renter with all available reports and records.

____ **Renter's initials** indicate that Renter has received the pamphlet entitled "Protect Your Family From Lead In Your Home," a copy of any report re lead based paint on the property and Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

CHEMICALS:

____ **Renter's initials** indicate that Renter has received a copy of a "chemicals used notice" from Owner's pest control company (Civil Code 1940.8) which must be provided to tenant if, and only if, there is a written pest control contract in effect.

WEST HOLLYWOOD ONLY:**See Exhibit A**

Version: 2020/02/03

1. **Rent/Late Rent Charge:** Should the Rent Start Date (Section **A**) be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and in the amount set out in Sections **B** and **C** plus, after required notice, any additional fees, taxes or assessments authorized for pass-through to Renter. If Renter fails to pay any rent as and when due, Renter shall pay a (one-time per such unpaid amount) Late Charge as set out in Section **D**. Said late charge constitutes a reasonable effort by the parties to estimate fair compensation inasmuch as it would be impractical or extremely difficult to fix the actual damage caused by renters default. If Renter's check is returned "NSF," Renter shall pay a Returned Check Charge set out in Section **E** and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge may be deemed additional rent by inclusion in an eviction notice or may be deducted from Renter's Security Deposit. Any Security Deposit refund claim shall be deemed compensated to the extent of any such deduction. All of Renter's monetary obligations here under are deemed rent.

2. **Security Deposit:** Renter shall pay to Owner the total Security Deposit set out in Section **F** to secure **Renter's** compliance with all terms of this Agreement and Owner's Rules and Regulations. (In addition to the first month's rent, Owner may demand **only** a security deposit equal to two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments.) No portion of the Security deposit shall be deemed rent for any rental month unless Owner so elects in writing, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Renter **totally** vacates the Premises, the Security Deposit shall be returned (mailed by first class mail, postage pre-paid, to Renter's last known address) by check made payable to all those designated as "Renter" jointly, whether or not one or more have vacated previously, less the amount(s) used for the purpose(s) specified in Civil Code Section 1950.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction therefrom. If the Security Deposit is insufficient for any such authorized purpose, Owner may collect the deficiency from Renter. With Owner's consent, Renter may make the Security Deposit by installment payments. Failure to pay any Deposit Installment when due shall constitute a default. Renter agrees that Owner may deduct from the Security Deposit the amount necessary to compensate Owner for: (a) Any Renter default under the Rental Agreement, (b) Cleaning of the Premises, (c) Repair of any damage thereto, or (d) Restoration, replacement or return of any personal property or appurtenances, exclusive or ordinary wear and tear, all pursuant to Civil Code Section 1950.5, as may be set out in a Security Deposit Agreement.

3. **Utilities:** Renter shall pay for all utilities supplied to the Premises except those set out in Section **G**. If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designated, henceforth, to Renter and place the same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount, Owner may recover it from Renter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.

4. **Parking/Storage Rules:** If Renter is assigned a parking space on Owner's property, set out in Section **H**, Renter shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property. Renter shall not assign or sublet any such parking space and Owner may have unauthorized vehicles towed away. Upon seven (7) days written notice to Renter, Owner may terminate Renter's parking privilege or change the size and/or location of Renter's parking space or storage space described in Section **I**.

5. **Named Renter/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Section **J**, unless required by law, nor by any person other than the Named Renter set out in Section **K** without the advance written consent of the Owner and at the additional rent set out in Section **L** or prescribed by law. Renter's right to possession shall not be assigned nor sublet.

6. **Good Condition Receipt:** Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment **provided by Owner and set out in Section M**, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same **"AS IS"** and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Owner's copy of this Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination of the tenancy, Renter shall return the Premises to Owner in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owners copy of this Agreement. Renter's **"GOOD FAITH"** in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing deficiency.

7. **Maintenance and Repair/Alterations:** Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person

in or about the Premises with Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) not tamper with nor remove any smoke detector nor fire alarm equipment, and advise Owner immediately of any equipment malfunction. Renter shall be liable for any damages caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises, nor wallpaper any portion thereof, nor repair any damage thereto, except through licensed, insured professionals approved in advance by Owner in writing before or after an Initial Inspection on termination per Civil Code Section 1950.5. Renter shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Owner.

8. Damage/Destruction: If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Owner and Renter, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.

9. Inspection/Entry: Owner may enter and inspect the Premises, during business hours and upon reasonable notice to Renter, without Renter's presence, for any lawful purpose. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Owner with a key to any such device, forthwith, on demand. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law. If you circle "Yes" in Section O, you consent to unannounced entry of your apartment by government inspectors, without your presence.

10. Rules and Regulations: Renter, and all persons in or about the Premises with Renter's consent, shall comply with all Rules and Regulations made by Owner, from time to time, and delivered to Renter, including House and Pool Rules. Owner shall not be obligated to enforce any such Rules and Regulations, or the terms of any other Agreement, and Owner shall not be liable to Renter for any violation of such Rules and Regulations or other Agreements by any other Renter or person. Renter understands that the Premises are not in a full security complex and that Owner does not guarantee to employ security personnel to patrol the Premises to provide for Renter's safety. Owner does not take responsibility to mediate disputes between or among Renters and the obligation to resolve disputes with others on the Premises is accepted by Renter as one of the obligations of the tenancy. Each Renter assumes the risk of residing on the premises for himself or herself, his/her or their children and/or personal property without recourse against the Owner or Manager of the Premises.

11. Insurance: In consideration of this rental, Renter shall obtain and pay for any insurance coverage necessary to protect Renter from any loss or expense due to personal injury or property damage, including but not limited to that caused by any act or omission of any party, including Owner or co-tenants, criminal act, war, riot, insurrection, fire or act of God. The amount of monetary damage caused to Owner by renter's breach of this agreement shall be deemed to be an amount equal to the amount of any loss sustained by renter by any such act or event and shall offset any claim by Renter against Owner.

12. Compliance With Laws: Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other renter, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.

13. Notice Of Termination/Death: Renter shall give Owner 30-days written notice of intent to vacate the Premises at the end of the lease term, at least 30 days before the end of the term and Renter shall be liable for payment of rent through the later of: The end of the term, The expiration of the 30-day notice or The date of vacating the Premises. Renter's death shall allow Owner to re-rent the Premises for the balance of the lease-term or take possession for Owner's benefit.

14. Waiver Of Default: Owner's failure to require strict compliance with the terms of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, nor limit Owner's rights with respect to that or any subsequent default.

15. Non-Curable Breach of Agreement: The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Renter for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Renter's Rental Application vitiating the tenancy.

16. Pest Control/Fumigation/Extermination: Upon demand by Owner, Renter shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Renter's absence. Renter shall comply forthwith, with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine.

17. Pets/Water Beds/Musical Instruments: Renter shall not bring or keep any pet (dog, cat, bird, reptile, etc.), liquid-filled furniture or musical instrument on the Premises, unless noted in Section N of Owner's copy of this Agreement. Liquid-filled furniture shall be accepted only with proof of \$100,000 insurance.

18. **Designation Of Parties:** The term "Owner" includes a "manager," "agent of the owner," "management company," "Trustee" of a Trust, or any other person or entity acting on behalf of the owner as the Lessor of the premises entitled to rent the premises, collect the rent for the premises, and prosecute eviction actions.
19. **Partial Invalidity:** If any portion of this Agreement is held invalid, it shall not affect the validity of any other portion of this Agreement.
20. **Attorneys Fees:** If any legal action or proceeding is brought by Owner or Renter related to this Agreement, the prevailing party shall be entitled to recover attorneys fees not to exceed \$500.00.
21. **Guarantor(s):** On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement provided by owner, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.
22. **Rent Acceptance:** Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.
23. **Credit Report:** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency and/or your credit may be checked periodically, to which you specifically agree.
24. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Renter has relied on his own judgment in entering into this Agreement. Any modification of this agreement, to have any legal effect, must be in writing and signed by owner.
25. **Estoppel Certificate:** Within 10 days after written notice, Renter agrees to execute and deliver an estoppel certificate as submitted by Owner acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Renter's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.

26. **Additional Required Notices:**

(a) Toxic Substance Warning Notice

The Owner is required to give you notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm. Please contact the owner for further information.

(b) Mold and Mildew Warning Notice

Mold and mildew may be injurious to one's health. Therefore, Renter acknowledges that: (a) Renter has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Renter has found no signs of moisture, mold or mildew therein; (c) Renter shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Owner of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Owner of any malfunction of ventilation, air conditioning or heating systems. Renter shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

(c) DOJ Notice

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(d) Expiration/Holdover/Death-Notice

The term of the lease shall become Month-to-Month at the conclusion of the initial term. If the Renter does not vacate the Premises on the date indicated in a "notice to vacate" served by the Renter or Landlord, then the Renter is deemed to be in a holdover. Any holdover without Owner's written consent shall be deemed a trespass and damages shall accrue at a daily charge equal to twice the pro-rated monthly Lease rent. A holdover with Owner's consent, unless otherwise agreed, shall be a Month-to-Month tenancy subject to all covenants, and conditions of the Lease. A thirty day notice from Renter is required to terminate any such holdover tenancy. Renter's death shall not terminate any remaining rental obligation for the balance of the Lease-term but Owner, at Owner's option, may take possession of the Premises and re-rent it to mitigate any damages.

Other Provisions:

If an addendum containing additional terms is attached hereto, those terms are incorporated herein by reference.

Addendums herein attached; MOLD POLICY AGREEMENT, OBLIGATIONS OF A RESIDENT, STANDARD SECURITY DEPOSIT AGREEMENT, SECURITY DEPOSIT ADDENDUM - 100% LATE FEE, INVENTORY CHECKLIST, MISC. OTHER PROVISIONS, RESIDENT'S MAINTENANCE/REPAIR REQUEST FORM, & SMOKE DETECTOR AGREEMENT, ADDENDUM REGARDING AB1482

DATED _____

DATED _____

OWNER _____

RENTER _____

MOLD POLICY AGREEMENT

To:

If you (or anyone who will reside in your apartment) have any physical problems which might be aggravated by exposure to fungus or mold (collectively “mold”), you are hereby advised not to rent an apartment at this location.

If you are healthy and have no predisposition to mold allergies or mold-related health problems, please be advised that:

- 1) The owners of this property do not carry mold insurance.
- 2) This property lies in a coastal zone within range of a marine layer of wetter air which can increase the chances of mold.
- 3) The owners of this property do not test for mold.
- 4) If you notice any water leaks or concentrations of mold within the building, please report them immediately to the manager.
- 5) Some level of mold is present in virtually every home or apartment. Mold may form from roof leaks, plumbing leaks, steam from hot water, tenants bringing in mold-contaminated furniture, or from a number of other conditions. When you rent at this location, you agree to assume ALL RISKS that arise from exposure to mold in the building or your apartment.
- 6) You hereby further agree, on behalf of yourself and all occupants of your apartment, that your only recourse in the event you have discovered a material mold condition that you do not want to live with, is to give the landlord 30-day notice of your intention to vacate the premises. You may vacate the premises at any time during those 30 days.
- 7) Your rent has been established based on your signing this agreement; as such, you agree to indemnify, release and hold harmless the landlord, it's officers, members, directors, employees, representatives, agents and assigns from all liabilities, damages, losses, claims or expenses of any nature (including reasonable attorneys' fees) arising from the presence of mold on, in, about or within your apartment or landlord's property commonly known as _____.

If legal action is required to enforce this agreement, the prevailing party will be entitled to attorney fees and costs.

Tenant Date

Tenant Date

Tenant Date

Tenant Date



OBLIGATIONS OF A RESIDENT Rules And Regulations



YOUR APARTMENT IS YOUR HOME AND THE BUILDING OR COURT IS THE COMMUNITY YOU SHARE WITH OTHER RESIDENTS. THESE RULES ARE NOT INTENDED TO BE RESTRICTIVE, BUT ARE DESIGNED TO HELP CREATE A BETTER, MORE PLEASANT AND SAFER PLACE TO LIVE. A FRIENDLY COOPERATIVE SPIRIT WILL BE TO THE BENEFIT OF ALL, AND THE MANAGEMENT SOLICITS YOUR HELP IN ATTAINING THESE GOALS!

1. Rent is payable in advance on or before the due date. Consult your rental agreement or lease concerning late payment penalties.
2. Management is not responsible for fire damage or theft of personal property including jewelry, money, apparel or other items in said premises, including storage areas, carports and garages.
3. The number of persons who shall occupy an apartment is set forth in the rental contract. No exceptions.
4. No unnecessary noise or loud talking is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only between the hours of _____ a.m. and _____ p.m. and then only at moderate volume so as not to disturb other residents.
5. Instructions for operating all appliances are in the apartment or available from the manager. These conveniences, including garbage disposal and dishwasher, are to be operated only in accordance with factory recommendations. Washer and dryer operating instructions are posted in the laundry room. Be certain you understand them.
6. No alterations, painting or hanging pictures or other items on walls may be done without prior consent in writing from the owner or manager. Drapes, carpets and furniture must be given good care and be free of spots, burns or other damage. Read the covenants in your rental agreement or lease covering these items. The resident will be responsible and required to pay for all damage beyond normal wear and tear.
7. Cost of repairs to or stoppage of waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage or the introduction of foreign articles or materials into the system will be the responsibility of and must be paid for by the resident.
8. No rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
9. State law prohibits the use or storage of gasoline, cleaning solvents or other combustibles in an apartment.
10. Residents are responsible for the conduct of their guests and the adherence to these rules at all times. Residents and guests must be orderly, and intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors shall be cause for eviction. A house guest is defined as anyone who stays up to _____ days, unless further extension is given by owner in writing.
11. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Apartment must be kept clean and sanitary and free from objectionable odors.
12. Each resident shall use only the parking space assigned to him. Failure to do so will be construed as illegal parking and such vehicles may be towed away at the resident's expense. Vehicles must be in running condition, and extensive mechanical repairs are not to be performed on the premises.
13. No personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or about the building except in storage areas where allowed.
14. In event of emergency or good reason to believe such may exist, owner reserves the right to enter the premises during resident's absence without prior permission.

RENTER _____

DATE _____

OWNER/AGENT _____

RENTER _____

DATE _____

DATE _____



STANDARD SECURITY DEPOSIT AGREEMENT

Unit No. _____

Renter*: _____

Premises: _____

Security Deposit: \$ _____ Paid By: ☐ Cash ☐ Check ☐ Money Order ☐ Deposit Transfer

(Note: This form is not a receipt for payment of rent)

1. Refund of the full Security Deposit by Owner to Renter depends upon Renter's full performance of the following terms of this Agreement. Renter agrees in order to avoid deductions from the Security Deposit:
 - A. To deliver to Owner a written notice of Renter's intent to vacate at least 30-days prior to the end of a lease term or if no lease, 30 days prior to any such vacating, and to vacate in strict compliance with such notice;
 - B. To pay in full all rent, late charges and other charges, if any, according to the terms of the Rental Agreement;
 - C. The Premises shall not be damaged nor evidence any use by Renter beyond ordinary wear and tear;
 - D. The entire Premises including (if any) range, filter(s), screen(s), refrigerator, bathroom(s), closet(s), walls and carpets shall be cleaned professionally by a licensed, insured company, to Manager's satisfaction, and such satisfaction, if expressed, shall be evidenced by a written cleaning-release of Renter;
 - E. To remove all rubbish and discards from the Premises and to dispose of same in proper disposal containers;
 - F. To return all keys to the Premises to the Manager on vacating the Premises.
2. All costs of labor and materials for needed cleaning, repairs and replacement beyond ordinary wear and tear based on Premises condition following inspection will be deducted from the Security Deposit;
3. If the Premises must be repaired or re-painted, Renter will be charged for the unused portion of the item damaged or the current paint job.
4. No portion of the Security Deposit shall be used or claimed to offset any rent or other amounts that may be due to Owner until Premises have been vacated by all persons and the keys returned to the Manager.
5. Any Security Deposit refund due to Renter shall be mailed to Renter to the forwarding address left with the Manager or, if none, to Renter in care of the Premises, within three weeks of Renter's vacating. The refund check will be payable jointly to all persons who appear as "Renter" on the Rental Agreement.
6. The front of the refund check may state: "Any alteration of the endorsement shall make the check null and void." The endorsement may read: "Endorsement by Renter constitutes a full release of all claims against Owner/Manager, including any claim for further refund of the Security Deposit."
7. Renter represents and warrants that Renter has been advised about the house rules, occupancy obligations, standards of conduct, vacating procedures and Renter's right to request an Initial Inspection at termination. Renter understands and/or agrees to such rights and obligations.
8. Renter understands that the Premises are not in a full security complex and that Owner does not employ security personnel to patrol the Premises to provide for Renter's safety. Owner does not take responsibility to mediate disputes between or among Renters and the obligation to resolve disputes with others on the Premises is accepted by Renter as one of the obligations of the tenancy. Each Renter assumes the risk of residing on the Premises for himself/herself, his/her or their children and/or their personal property, without recourse against the Owner or Manager of the Premises.

Renter

Date

Renter

Date

Renter

Date

Renter

Date

*As used in this Standard Security Deposit Agreement the singular of a term shall include the plural and the term "Renter" shall include all persons listed hereon as Renter.



ADDENDUM TO STANDARD MONTH TO MONTH RENTAL AGREEMENT/LEASE

SECURITY DEPOSIT ADDENDUM - 100% LATE FEE -

Security Deposits cannot be used by the Tenant to pay the last month's rent. No portion of the Security Deposit shall be used or claimed to offset any rent or other amounts that may be due to Owner until Premises have been vacated by all persons and the keys returned to the manager.

Tenant agrees that if he fails to pay any rent due during the last thirty (30) days of occupancy, and fails to pay that rent before the date that rent is considered late, then the late fee for that rent shall be equal to one hundred percent (100%) of rent due ("100% Late Fee" example - if the rent is \$1,000 per month, then the late fee for not paying the last month's rent on time would be \$1,000 for a total due of \$2,000). The 100% Late Fee supersedes the late fee stated on the first page of the lease. The 100% Late Fee will revert to the late fee stated on the first page of the lease, if the rent is paid in full prior to the Tenant vacating the Premises.

The last thirty (30) days of occupancy shall be defined as anytime after the Tenant provides an acceptable 30-day notice to vacate, whether or not the Tenant actually vacates the apartment on the date stated in the vacate notice. A hold-over by the tenant, whether accepted by the Owner or not, shall not invalidate the application of 100% Late Fee. If the Tenant vacates or abandons the Premises without providing an acceptable 30-day notice to vacate, or provides less than 30-day notice to vacate, then the 100% Late Fee shall apply to any rent due within the prior 30-day before the Premises were vacated or abandoned.

The Tenant agrees that a late fee equal to 100% of the amount of the monthly rent due is a reasonable and rational amount to charge based upon the added burden of costs placed on the Owner in collecting unpaid rent from Tenants who have vacated the Premises and are no longer residents at the Owner's property. The Owner incurs additional bookkeeping costs and collection costs for Tenants who "use-up" Security Deposits with unpaid rent, leaving little or no Security Deposit for additional unpaid rent, damage to the apartment, cleaning costs and other reasonable costs that the Security Deposit was meant to cover.

Tenant agrees to pay the 100% Late Fee as Liquidated Damages, because the actual cost to the Owner of collecting or attempting to collect late or unpaid rent from a Tenant who has departed is difficult and or time consuming to calculate.

Date: _____

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____



INVENTORY CHECKLIST — PREMISES ONLY

The following is a summary of the conditions of the Premises at _____ Apt. No. _____ on the date listed below.

	ORIGINAL	FINAL CONDITION
LIVING ROOM		
Floor & Floor Covering		
Drapes		
Walls & Ceilings		
Light Fixtures		
Windows, Screens & Doors		
Other		
Other		
KITCHEN		
Floor Covering		
Cupboards		
Stove & Refrigerator		
Dishwasher		
Disposal		
Sink & Plumbing		
Light Fixtures		
Other		
Other		
DINING AREA		
Floor & Floor Covering		
Walls & Ceilings		
Light Fixtures		
Windows, Screens & Doors		
Other		
Other		

	ORIGINAL	FINAL CONDITION
BATHROOM(S)		
Floor & Floor Covering		
Walls & Ceilings		
Windows, Screens & Doors		
Light Fixtures		
Other		
Other		
BEDROOMS		
Floor & Floor Covering		
Windows, Screens & Doors		
Walls & Ceilings		
Light Fixtures		
Other		
Other		
OTHER AREAS		
Floor & Floor Covering		
Windows, Screens & Doors		
Walls & Ceilings		
Furnace/Heater		
Air Conditioning		
Lawn/Ground Covering		
Patio, Terrace, Deck, etc.		
Garage		
Other		
Other		

Dwelling checklist filled out on moving in on _____,

and approved by

Renter _____

Owner/Manager _____

Dwelling checklist filled out on moving out on _____,

and approved by

Renter _____

Owner/Manager _____

IMPORTANT NOTICE: Please notify us immediately of any defects in and around your dwelling unit. We will make necessary repairs as soon as possible.



ADDENDUM TO STANDARD MONTH TO MONTH RENTAL AGREEMENT/LEASE

MISCELLANEOUS OTHER PROVISIONS

A) TOXIC SUBSTANCE WARNING NOTICE

There is asbestos in the acoustic ceilings. Do not make any holes in the ceiling. If there is any damage of any kind to the ceiling, it is your responsibility to report it immediately in writing to the property manager. Do not attempt to fix or clean up the ceiling damage on your own.

B) BED BUG WARNING NOTICE

The incidents of bed bugs has been increasing nationwide. It is the Tenant's responsibility to:

- 1) Not bring in any furniture to the apartment which may contain bed bugs.
- 2) Take precautions not to bring in bed bugs in your luggage, clothing or personal belongings if you have been travelling (especially internationally).
- 3) Notify the manager immediately if you notice signs of bed bugs.
- 4) Cooperate in letting the management company treat for bed bugs.
- 5) Acknowledge that management is not responsible for your bed bugs.

C) FORFEITURE OF MOVE-IN SPECIALS AND ONE MONTH'S RENT Initials: _____

Landlord agrees not to increase Tenant's rent during the first twelve (12) months of the lease. Tenant agrees that if they vacate the apartment in less than twelve (12) months, or materially breach any other lease provisions during the first twelve (12) months, Tenant will pay liquidated damages equal to the value of any move-in special received plus a value equal to one month's rent. Both parties agree that this amount is a reasonable estimate of the damages the Landlord would incur due to the Tenant's breach of this provision. This liquidated damages amount is not intended to be a penalty, but rather a genuine pre-estimate of the Landlord's loss (increased expenses due to amortizing marketing, leasing, advertising, unit downtime, and cleaning costs over a shortened rental period). In addition, the Tenant is responsible for customary "move-out" charges (damages, cleaning, etc.). The Landlord may also pursue any other available remedies under the law, including but not limited to actual damages or equitable relief, in addition to the liquidated damages specified herein.

D) MAINTENANCE REQUESTS

If you have a maintenance request, you must provide WRITTEN notice to the property manager immediately. A "Resident's Maintenance/Repair Request" form is attached to this lease that you may use, or you may get additional request forms from the property manager. All requests need to be dated, signed, clearly identify you and the apartment number, as well as clearly state the location and nature of the problem. WE DO NOT ACCEPT TEXT MESSAGE REQUESTS, EMAIL REQUESTS, TELEPHONE OR VERBAL REQUESTS.

E) CIVIL CODE SECTION 1947.12 RENT CAP

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

Date: _____

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____



Resident's Maintenance/Repair Request

Date: _____

Address: _____

Resident's Name: _____

Phone (Home): _____ Phone (Work): _____

Problem: _____

Comments (including best time to make repairs): _____

I authorize entry into my unit to perform the maintenance or repair requested above, in my absence, unless stated otherwise above.

Resident

FOR MANAGEMENT USE ONLY

Work done: _____

Time spent: _____ Hours Date completed: _____ 19____

Unable to complete on _____, 19____, because: _____

Date

Landlord/Manager



ADDENDUM TO STANDARD MONTH TO MONTH RENTAL AGREEMENT/LEASE

SMOKE DETECTOR AGREEMENT

A) This agreement is an Addendum and part of the Rental Agreement and/or Lease between OWNER and RESIDENT.

B) The premises is equipped with a smoke detection device(s).

C) The RESIDENT acknowledges that the smoke detector(s) was tested and its operation explained by the management in the presence of the RESIDENT at time of initial occupancy and the detector(s) in the unit was working properly at that time.

D) The RESIDENT shall perform the manufacturer's recommended test to determine if the smoke detector(s) are operating properly at least once a week.

E) Initial ONLY IF DETECTOR(S) CONTAIN REPLACEBLE BATTERIES _____

By initialing as provided, each resident understands that said smoke detector(s) and alarm is battery operated and it shall be each Resident's responsibility to:

- i. Ensure that the battery is in operating condition at all times.
- ii. Replace the battery as needed (unless otherwise provided by law) and
- iii. If, after replacing the battery, the smoke detector(s) do not work, inform the Owner or authorized agent immediately in writing.

F) RESIDENT(S) must inform the Owner or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).

G) If local law or other reason(s) requires the OWNER to test the smoke detector, the RESIDENT shall allow the OWNER or agent access to the premises for that purpose.

H) The RESIDENT(S) shall not disturb, disconnect, block, silence, move, disable, or purposely render ineffective any smoke detector on the premises. RESIDENT(S) shall be held liable for any and all damages caused by any violations of this agreement in addition to being subject to immediate eviction.

Date: _____

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____

ADDENDUM REGARDING AB1482

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

(TENANT)	DATE
----------	------

(TENANT)	DATE
----------	------

(TENANT)	DATE
----------	------

(TENANT)	DATE
----------	------

Tenant Initial(s): _____ Agent Initial: _____



PET AGREEMENT

LANDLORD: _____

TENANT: _____

PREMISES: _____
(Apt. No.) (Address) (St., Ave., Blvd., etc.)

California _____
(City) (Zip Code)

PET(S) Kind: _____

Breed: _____

Name: _____

Tenant, in consideration of this agreement which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the tenant shall keep on the premises are described above.

2. Repair and/or Replacement: Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).

3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.

4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.

5. Feeding: No pet may be fed outside the dwelling unit except if the unit is a single family dwelling, or fed over any uncovered carpeting.

6. Laws and ordinances: Tenant shall obey all pertinent laws and ordinances.

7. Fish: Aquariums shall not exceed 10 gallons capacity.

8. Birds/Hamsters/Cavies/Mice/Snakes/Lizards: Shall be kept caged at all times.

9. Breach of Covenant: The breach of any covenant of this agreement, following the service of a three day notice to perform or quit on the tenant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.

10. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.

11. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.

12. Complete Agreement: This is the complete agreement between the parties concerning pet(s).

13. Modification of Agreement: This agreement may only be modified by an agreement in writing signed by both parties.

14. Waiver: The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement, shall not be considered a waiver of any covenant herein.

15. Indemnity and Hold Harmless: The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all expenses occasioned thereby.

16. Liability insurance covering injuries or damages caused by Renter's pet(s), with a minimum limit per incident as specified by Owner, showing Owner as an additional insured, shall be purchased by Renter and kept in effect during the tenancy on owner's demand.

17. Other:

Date: _____

Tenant

Tenant

Date: _____

Landlord and/or Agent

BED BUG ADDENDUM AND INSTRUCTIONS

THIS Agreement is an Addendum to and part of the Rental Agreement dated _____ between
Landlord _____ and Resident _____
for the property located at: _____

IN CONSIDERATION of their mutual promises, Landlord and Resident agree as follows:

1. California Required Bed Bug Disclosure.

Information about Bed Bugs - Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

2. Notify.

If you suspect bed bugs are in your Premises, you must:

(i) Notify the Landlord:

(ii) Of any known or suspected bed bug infestation or presence in the Premises, or in any of your clothing, furniture or personal property.

(iii) If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

(iv) Of any maintenance needs. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs.

3. Inspection. The Landlord has inspected the Premises prior to your move-in and Landlord did not observe any evidence of bed bugs or bed bug infestation. Residents agree that you inspected the Premises prior to move-in and you did not observe any evidence of bed bugs or bed bug infestation.

4. Resident's Responsibilities.

a. **Clean Housing.** Residents have an important role in preventing bed bugs. While the existence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and restraining its spread. Bed bugs like clutter, dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially

under the bed and in closets. Bed bugs know no social and economic bounds; claims to the contrary are false.

b. **Cover Mattress and Box Springs.** Resident shall cover mattress and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattresses. The covers also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this could take up to 18 months).

c. **Inspect Secondhand Furnishings.** Resident shall avoid using secondhand or rental furnishings, particularly beds and mattresses. Used items are often infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, and never accept any item that shows signs of bed bugs. Resident shall not bring discarded items from the curbside into the Premises.

d. **Traveling.** Because 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 at their temporary destination to thoroughly inspect their accommodations, to ensure that any bed bugs are detected before the decision is made to unpack.

e. **Cooperate.** If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord or Landlord's agents to clean and treat the dwelling and building that are infested. Resident agrees to remove or destroy personal property that cannot be treated or cleaned. If Landlord confirms the presence or infestation of bed bugs in your Premises, Landlord has the right to require Resident to temporarily vacate the Premises and remove all furniture, clothing, and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate with Landlord, Resident will be in default, and Landlord will have the right to terminate Resident's rental agreement.

f. **Transfers.** If Landlord allows Resident to transfer to another premises in the apartment complex, Resident's personal property and possessions must be treated according to accepted treatment methods or procedures established by a licensed pest control professional. Prior to moving into another premises, the Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.

5. Indemnification. Resident agrees to indemnify and hold harmless Landlord from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees that the Landlord may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

6. Conflict Between Provisions. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Landlord		Landlord's Agent	Date

Information Regarding Bed Bugs. Bed bugs, with a typical lifespan of 6 to 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 source of food – 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 is 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 uncleanness have caused apartment residents, out of shame, to avoid notifying landlords of their presence. This serves only to enable the spread of bed bugs.

Bed Bugs Do's and Don'ts.

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of secondhand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of secondhand furniture is bed bug free, residents should assume that the nice looking furniture is infested with bed bugs.
- **Do address bed bug sightings immediately.** Apartment residents who suspect the presence of bed bugs in their unit must immediately notify their landlord.
- **Do not attempt to treat bed bug infestations yourself.** Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with Pest Control.** If the determination is made that your unit is indeed host to bed bugs, you must comply with the bed bug pest control set forth by both your landlord and their designated pest management company.

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities Approved
Form #F37 – 2/21



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