

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between
(Day) (Month) (Year)

(Name of Owner/Agent) "Owner/Agent", whose address and phone

number are _____,
(Address and Telephone of Owner/Agent)

and _____ "Resident."
(List all Residents who will sign this Agreement)

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: _____, Unit # (if applicable) _____,
(Street Address)

_____, CA, _____
(City) (Zip)

2. **RENT:** Rent is due in advance on the _____ day of each and every month, at \$ _____ per month, beginning on

_____, payable to Owner/Agent at _____
(Date) (Address where payments should be delivered)

Payments made in person may be delivered to Owner/Agent between the hours of _____ and _____ on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other _____

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (see Owner/Agent for details) and Cash

If rent is paid after the _____ of the month, there will be a late charge of \$ _____ assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ _____, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement on the face of any check.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ _____

prior to taking possession of the unit **or** no later than _____ (check one).

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.



No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above.

4. **TERM:** The term of this Agreement is for _____, beginning on _____ and ending on _____,
(Term) (Date) (Date)
at which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.

5. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, **except:** _____

Resident shall have the following utilities connected at all times during the tenancy (check as applicable):

Gas Electric Water Trash Sewer Other: _____

Disconnection of utilities due to non-payment is a material violation of this Agreement.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Owner/Agent.

6. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

Name Birthdate

Name Birthdate

Name Birthdate

Name Birthdate

Name Birthdate

Name Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or

_____ shall be kept or allowed in or about the premises.

9. **SMOKING PROHIBITION:** Without Owner/Agent's prior written permission as an addendum to this Agreement, smoking of tobacco products is not permitted anywhere on the premises, including in individual units and interior and exterior common areas.

This property's policy with respect to smoking is in the attached addendum.

This property is subject to a local non-smoking ordinance. The policy for this property is in the attached addendum.

Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Owner/Agent's adoption of this policy, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual



knowledge or has been provided written notice. Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Owner/Agent has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

- 10. QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
- 11. FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
- 12. REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
- 13. ACCEPTANCE OF PREMISES:** Resident 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.
- 14. CARE, CLEANING AND MAINTENANCE:** Except as prohibited by law, Resident agrees:
- (a) to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement;
 - (b) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
 - (c) to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
 - (d) not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
 - (e) to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
 - (f) to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits.
 - (g) to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy.
 - (h) to pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.
 - (i) to promptly advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
- 15. LANDSCAPING:** Resident is is not (check one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping, or please see attached Addendum.
- 16. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.



- 17. CARBON MONOXIDE DETECTION DEVICE:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law.
- 18. RENTERS INSURANCE:** Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement. (CHECK ONE BOX)
- Resident is required to maintain renters insurance throughout the duration of the tenancy as specified in the attached Renters Insurance Addendum. Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.
 - Resident is encouraged but not required to obtain renters insurance.
- 19. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 20. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 21. ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
- 22. SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
- 23. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 24. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
- 25. 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.



26. ADDENDA: By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

- | | |
|--|---|
| <input type="checkbox"/> Asbestos Addendum (Form 17.1) | <input type="checkbox"/> Political Signs Addendum (Form 39.0) |
| <input type="checkbox"/> Bedbug Addendum (Form 36.0) | <input type="checkbox"/> Pool Rules Addendum (Form 15.0) |
| <input type="checkbox"/> CC&Rs Addendum (Form 2.9) | <input type="checkbox"/> Proposition 65 Brochure (Form PROP65BROCHURE) |
| <input type="checkbox"/> Carbon Monoxide Detector (Form 27.1) | <input type="checkbox"/> Renters Insurance Addendum (Form 12.0-MF) |
| <input type="checkbox"/> Day Care Addendum (Form 28.0) | <input type="checkbox"/> Resident Policies Addendum (Form 17.0) |
| <input type="checkbox"/> Furniture Inventory (Form 16.1) | <input type="checkbox"/> Satellite Dish and Antenna Addendum (Form 2.5) |
| <input type="checkbox"/> Grilling Addendum (Form 35.0) | <input type="checkbox"/> Smoke Detector Addendum (Form 27.0) |
| <input type="checkbox"/> Guarantee of Rental/Lease Agreement (Form 41.0) | <input type="checkbox"/> Smoking Policy Addendum (Form 34.0) |
| <input type="checkbox"/> Lead-Based Paint Addendum (Form LEAD1) | <input type="checkbox"/> Unlawful Activity Addendum (Form 2.4) |
| <input type="checkbox"/> Mold Notification Addendum (Form 2.7) | <input type="checkbox"/> Waterbed Addendum (Form 14.0) |
| <input type="checkbox"/> Move In/Move Out Itemized Statement (Form 16.0) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pest Control Notice Addendum (Form 2.6) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pet Addendum (Form 13.0) | <input type="checkbox"/> Other _____ |

Resident(s) initials here: _____

27. ENTIRE AGREEMENT: This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

28. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

29. ATTORNEYS' FEES: 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, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$_____, plus court costs.
Or

each party shall be responsible for their own attorneys' fees and court costs.

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

Date Resident Date Resident

Date Resident Date Resident

Date Owner/Agent



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ASBESTOS ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Owner/Agent) and _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

(Owner/Agent: check one)

This property **may** contain asbestos.

OR

This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:

- (i) piercing the surface of the ceiling by drilling or any other method;
- (ii) hanging plants, mobiles, or other objects from the ceiling;
- (iii) attaching any fixtures to the ceiling;
- (iv) allowing any objects to come in contact with the ceiling;
- (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
- (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling;
- (vii) replacing light fixtures;
- (viii) undertaking any activity which results in building vibration that may cause damage to the ceiling.

2. Resident shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



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GRILLING ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____
(Date)
_____, "Owner/Agent" and
(Name of Owner/Agent)
_____, "Resident" for the
(List all Residents as listed on the Rental/Lease Agreement)
premises located at _____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

1. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices (hereinafter "grill") shall be allowed in or about the premises.
2. Owner/Agent consents to Resident keeping and operating the type of grill described here:

3. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep and operate said grill on the premises by giving Resident thirty (30) days notice in writing.
4. Resident agrees to comply with all applicable ordinances, regulations and laws governing grills and storage of combustibles.
5. Resident agrees that the grill will not be used except in the following area(s):

6. Resident agrees to maintain and operate the grill in a safe manner. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:
 - Follow manufacturers' directions for safe operation, storage, and maintenance of your grill. If the manual is missing, contact the manufacturer for a replacement or check the company's web site for an online copy.
 - Check to see that the grill is in good working order. For gas grills, be sure that all gas lines and valves are intact. For charcoal grills, check for holes where ash or coals can fall through. Ensure that the grill is stable and will not tip over.
 - Set up the grill in a safe place. Choose a firm, level surface at least 10 feet away from walls, siding, and deck rails; overhangs, eaves, and awnings; shrubs and branches; and furniture and other combustibles.
 - Only use gas and charcoal grills outdoors. When burned, gas and charcoal produce deadly carbon monoxide, an odorless, colorless gas that can kill in a matter of minutes. Never use a grill indoors, or in a garage, even if the door is open. Carbon monoxide can enter the apartment and injure or kill the people inside very quickly.
 - Have a fire extinguisher (ABC type) or a bucket of water handy in case of a fire.
 - Have a spray bottle of water ready to control flare-ups.
 - Have access to a phone in case of emergencies.
 - Start the grill properly, using only approved methods. Before lighting a gas grill, open the cover.
 - Stay by the grill while it is in use and while it is still hot.
 - If Resident smells gas while cooking: Turn off the grill. Move away from the grill. Keep everyone away. Do not move, use, or light the grill until it has been inspected and repaired.
 - Use appropriate grilling tools. Choose long-handled heat-resistant cooking tools and heat-resistant mitts.
 - Keep people away from the grill, especially children.
 - Do not attempt to move a grill that is in use.
 - Clean the grill after use, removing food fragments, sauces and marinades, and accumulated fat or grease. All these increase the risk of flare-ups and fires.



7. Resident agrees to use the following special precautions for gas grills (if applicable):

Before using the grill:

- Check the hose or tubes for leaks, cracks, brittleness, holes, and kinks. Make sure there are no sharp bends in the hose or tubing. Using a pipe cleaner or wire, clear any blockages caused by dirt, insects, etc.
- Check the connections between the tank, hoses or tubes, and the burner, to ensure that they have been connected properly and completely.
- Check for gas leaks. Before using the gas grill, and especially after attaching the propane tank, apply soapy water to the hose and connections; any leaks will be made evident by the escaping bubbles. *Never use a match or lighter to look for a gas leak!* If you can smell gas, then there is a gas leak.
- If the grill has a gas leak, do not use it. Contact a qualified technician for repairs before using the grill.
- Test the spark igniter. Every time you activate the igniter, it should make a spark to create a flame and ignite the gas.
- Do not attempt to repair the grill yourself. If the tank valves or connections are leaking, broken, or malfunctioning, do not attempt to repair them; contact a qualified technician or discard the unit.
- Protect the gas tubes and hoses from hot surfaces, grease, and bumps.
- Store propane gas cylinders safely: store them in an upright position; be sure that they are stored away from heat, spark, and flame; and secure them against access, theft, or tampering.
- Do not store gas cylinders inside buildings or garages. If you store your gas grill indoors when it is not in use, disconnect the gas cylinder and leave it outside.
- Do not store filled gas cylinders in a vehicle which might become hot. Heat will raise the pressure inside the tank, increasing the risk of leaks through the relief valve.
- Keep flammable and combustible materials away from the grill and gas tanks.

8. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with grill, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with grill.

9. Resident shall deposit with Owner/Agent an additional security deposit of \$ _____
Owner/Agent does does not (check one) require Resident to carry renter's insurance to cover damages caused by use and/or storage of the grill.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



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**TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

Lead Warning Statement

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

Owner's Disclosure or Agent* acting on behalf of Owner (initial)

___ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

___ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

___ (b) Records and reports available to the Owner (check one below):

___ Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

___ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's* Acknowledgment (initial)

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

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

Lessee's Acknowledgment (initial)

___ (d) Lessee has received copies of all information listed above.

___ (e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

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

_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Owner/Agent		



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MOLD NOTIFICATION ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.



11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent 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.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



PEST CONTROL NOTICE ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



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PET ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip)

1. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no pets shall be allowed in or about the premises.
2. Resident desires to keep the pet described here ("Pet"): _____
3. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep said Pet on the premises by giving Resident thirty (30) days notice in writing.
4. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.
5. Resident agrees that Pet will not be permitted outside Resident's unit unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited.
6. Pet must need not (check one) be neutered.
7. If Pet is a bird, it shall not be let out of the cage.
8. If Pet is a fish, the water container shall not be over _____ gallons and will be placed in a safe location in the unit.
9. Pet shall not be fed directly on the carpeting in the unit. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
10. Resident shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by Pet shall immediately be cleaned up by Resident. Resident must provide and maintain an appropriate litter box, if applicable.
11. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, the pet will be confined in the following manner:
 put in a kennel/crate removed from premises not applicable other _____
12. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with Pet, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Pet.



13. Resident shall deposit with Owner/Agent an additional security deposit of \$_____. Owner/Agent does does not (check one) require Resident to carry renter's insurance to cover damages caused by Pet.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



RENTERS INSURANCE ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Owner/Agent) and _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

_____ Resident is required to maintain renters insurance throughout the duration of the tenancy that includes:

- (1) Coverage of at least \$_____ in personal liability (bodily injury and property damage) for each occurrence;
- (2) The premises listed above must be listed as the location of resident insured;
- (3) Owner is listed as a Certificate Holder
- (4) Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent

Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

_____ Resident is encouraged to obtain renters insurance.

Insurance Facts for Residents

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Owner/Agent		



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RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

Page _____
of Agreement

I. GENERAL

1. This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Owner/Agent) and _____ (Resident) for the _____
(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than _____ days in a _____ month/year (circle one) period constitutes a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
4. Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent for any lock-out.
5. Resident is responsible for any violation of these rules by Resident's guest(s).

II. NOISE AND CONDUCT

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

III. CLEANLINESS AND TRASH

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



IV. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident shall ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident shall ensure that all appliances are turned off before departing from the premises.
4. When leaving for more than one week, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

V. MAINTENANCE, REPAIRS AND ALTERATIONS

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

VI. PARKING

1. Number of parking spaces assigned to Resident's unit _____. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
3. Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Owner/Agent</i>		



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SATELLITE DISH AND ANTENNA ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip)

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

- 1. Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- 2. Location:** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- 3. Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.
- 4. Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- 5. Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
- 6. Installation and Workmanship:** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment.



7. **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.
8. **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.
9. **Liability Insurance and Indemnity:** Resident is fully responsible for any satellite dish or antenna and related equipment. **Owner/Agent does does not require evidence of liability insurance.** If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$_____ (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.
10. **Deposit Increase. Owner/Agent does does not require an additional security deposit (in connection with having a satellite dish or antenna):** If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$_____ to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).
11. **When Resident may begin Installation:** Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 9 of this addendum, if applicable; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 10; and (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date	Resident	Date	Resident
Date	Resident	Date	Resident
Date	Owner/Agent		



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SMOKE DETECTOR ADDENDUM

Page _____
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This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

1. The premises is equipped with a smoke detection device(s).
2. Resident acknowledges the smoke detection device(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and the detector(s) was/were operating properly at that time.
3. Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.
4. Resident may not disable, disconnect or remove the detector.
5. Initial ONLY if BATTERY OPERATED: _____

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

- a. ensure that the battery is in operating condition at all times;
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner/Agent immediately.

6. Resident(s) must inform the Owner/Agent immediately in writing of any defect, malfunction or failure of any detector(s).
7. In accordance with California law, Resident shall allow Owner/Agent access to the premises for that purpose.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



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UNLAWFUL ACTIVITY ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

1. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



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Sources of Chemical Exposures

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

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

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

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

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



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JMBM | **Jeffer Mangels
Butler & Marmaro LLP**

The law firm of Jeffer, Mangels Butler & Marmaro LLP assisted in preparing this brochure. For more information about JMBM and its Rental Housing Industry Practice Group go to www.jmbm.com or call (310) 203-8080 or (415) 398-8080.

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California's Proposition 65 Warning

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

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

Warning

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products.

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

Furnishings, Hardware, and Electrical Components.

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

Combustion Sources.

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

Construction and Maintenance Materials.

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

Certain Products Used In Cleaning And Related Activities.

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

Swimming Pools and Hot Tubs.

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

Paint and Painted Surfaces.

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

Engine Related Exposures.

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility.

Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds contain resmethrin, myclobutolil, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

BEDBUG ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____
(Date)
_____, "Owner/Agent" and
(Name of Owner/Agent)
_____, "Resident" for the
(List all Residents as listed on the Rental/Lease Agreement)
premises located at _____, Unit # (if applicable) _____
(Street Address)
_____, CA _____.
(City) (Zip)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence 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 limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident initials) _____ (Resident initials)
_____ (Resident initials) _____ (Resident initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:

- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
- Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- Resident shall **cover mattresses 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 mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.



2. Resident shall report any problems immediately. Specifically, Resident shall:

- **Report any signs of bed bugs immediately.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully;** those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
- **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
- **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
- **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent 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.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>

Note: For information about bedbug identification and infestation, please visit:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>



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“SPARE THE AIR” ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between
(Date)

(Name of Owner/Agent) (Owner/Agent) and

(List all Residents as listed on the Rental/Lease Agreement) (Resident) for the
premises located at _____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

The Air District in which the premises is located has enacted a “Spare the Air” program, which prohibits certain activities, which may include burning wood, pellets, or manufactured fire logs when a “Spare the Air” Alert is issued.

A map of all California Air Districts, with links to local information and contacts is available at:

<http://www.arb.ca.gov/capcoa/dismap.htm>

- 1. Resident shall take all steps necessary to ensure that he/she is aware of “Spare the Air” days. Most Air Districts have toll-free numbers, email alerts and/or websites that provide this information.
- 2. Resident shall comply with all “Spare the Air” restrictions. Restrictions can vary from one Air District to another. Resident is responsible for obtaining information about the restrictions specific to the District in which the premises are located.
- 3. Resident is responsible for any “Spare the Air” fines or other costs occasioned by “Spare the Air” violations on the premises while the Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident’s tenancy or the conduct of Resident, Resident’s guests or others at the premises. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
- 4. Resident agrees that Owner/Agent may provide Resident’s name and address to the regional Air District for the purpose of notifications and enforcement of the Spare the Air program.
- 5. Nothing herein is deemed to be authorization of or consent by Owner/Agent to burn anything that is not authorized by the Rental/Lease Agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date Resident Date Resident

Date Resident Date Resident

Date Owner/Agent



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