

**THIS AGREEMENT** is made and entered into on *date*, by and between, *name of owner*, "Owner", herein known as Landlord and *name(s) of tenant(s)*, herein known as Tenant.

1. **AGENT:** Tenant understands Alliance Property Management is the acting agent of the "Owner", Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the "Landlord" or any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as *complete address of property*.
3. **TERM OF TENANCY.** This lease/agreement will be a month-to-month tenancy, is based upon the same terms and conditions stated herein, and monthly rent will be \$ \_\_\_\_\_ per month, unless modified in writing.
4. **NOTICE.** Notice can be served on Landlord and/or Landlord's Agent at Alliance Property Management, 1611 Fourth Street, Santa Rosa, CA 95404 or any address designated by Landlord or Landlord's Agent. Notice begins on the day notice is received by Landlord or Landlord's agent and must be in writing. Tenant can give notice by postal service, personal delivery and/or facsimile. Except as prohibited by law, either party may cancel this Agreement by service upon the other, with a written 30-day Notice of Termination of Tenancy. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damage" at the fair rental value of \$(rent divided by 30) per day. Tenant is responsible for payment of rent during the 30-day notice period.
5. **JOINT AND SEVERAL LIABILITY.** The undersigned Tenant, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord's "duty of care" to prevent personal injury or property damage where that duty is imposed by law.
6. **RENT.** Rent is due in advance, on the first (1st) day of each and every month, *no exceptions*.
7. **PAYMENT OF RENT.** Rent is payable to Alliance Property Management, 1611 Fourth Street, Santa Rosa, CA 95404 or any address designated by Landlord. Rents are to be paid by check, cashier's check, or money order, to any agent or address designated by Landlord. No cash is to be paid. Post dated checks, two party checks and third party checks shall not be accepted. If payment is by check, the check must be from one of the Tenant(s) signed on this Rental/Lease Agreement. If the Tenant(s) submits a Non Sufficient Fund check, the Landlord, and or Landlord's Agent, has the option to require Tenant to pay all future payments in cashier's check or money order.
8. **LATE RENTS & FEES.** Rents are due on the first (1st) day of each month and is not deemed to be paid unless **RECEIVED** by the office of Alliance Property Management, or any other agent assigned by Landlord. This includes any prorated rents, which are due during any time of tenancy. Depositing rent in the mail after the second (2<sup>nd</sup>) of the month is not considered timely payment, nor are postage delays and delays due to holidays which are still considered the Tenant's responsibility. Rent paid after the 5th of the month must be paid by cashier's check or money order. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Late rent can incur the following fees:
  - **Late fee.** If rent is not received by the 3rd of the month, a late fee equal to 5% of the monthly rent is due.
  - **NSF Fee.** If the rent, or any funds, which are received by the tenant, does not clear the bank, the Tenant shall be required to reimburse the funds in cashier's check or money order. There shall be a \$25.00 Non-Sufficient Fund fee as well as a late fee. If the Tenant does not reimburse the funds within one business day, the tenant shall be served a 3-Day Notice to Pay or Quit. The non-sufficient funds check shall not be re-deposited and all funds must be reimbursed in cashier's check or money order to the Landlord, or Landlord's Agent's office. Another personal check shall not be accepted for a non-sufficient funds check; there are no exceptions to this rule.
9. **SECURITY DEPOSIT.** The Tenant(s) shall deposit with Landlord as a security deposit, the sum of **\$amount of deposit**, payable prior to occupancy. Tenant cannot use the security deposit during the occupancy, or term of the lease for rent. Rent must be paid in full during the occupancy and lease of the property. The Landlord, or Landlord's Agent, shall furnish, no later than 21 days after the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit received, the disposition of such security deposit, and shall return any remaining portion of such security deposit to the tenant(s). Landlord may use (withhold) of the security deposit only such amounts as are reasonably necessary to remedy tenant defaults. This can include property damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in Rental/lease agreement, loss of rents, late fees, non-sufficient fund fees, tenant caused billings, photographs of damage, pest control foggers, change of locks if keys issued are not returned or if tenant provides an unauthorized person with any key to the property.

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_

10. **TENANT ACKNOWLEDGES** the Landlord or Owner of the property holds the security deposit, listed in this Rental/Lease Agreement. Tenant acknowledges & agrees the security deposit is not to be used at any time for rent. Tenant understands that if the security deposit was increased at any time during tenancy, due to permission to have a pet on the property, the increase in the deposit is NOT a pet deposit, but is added into the security deposit previously defined in this Rental/Lease Agreement. Tenant also acknowledges the security deposit shall not be refunded until *after vacancy* and the security deposit shall be endorsed to all *current* tenants on the Rental/Lease Agreement. No portion of the security deposit shall be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Rental/Lease Agreement. The security deposit shall only be refunded after the property is completely vacated.
11. **UTILITIES:** Tenant shall pay for all utilities such as electric, gas, cable, telephone, or any other services desired by tenant except for list of utilities that ARE included which is paid for by Landlord. TENANT IS TO IMMEDIATELY NOTIFY ALL UTILITY COMPANIES FOR WHICH THEY ARE RESPONSIBLE, OF THEIR OCCUPANCY AND RESPONSIBILITY FOR PAYMENT. Landlord is not responsible for food spoilage or other damage due to power outages and/or appliance failure, regardless of the cause.
12. **PAYMENTS PRIOR TO OCCUPANCY:**
- |                    |    |    |  |         |  |
|--------------------|----|----|--|---------|--|
| First Month's Rent | \$ | To |  | Paid on |  |
| Security Deposit   | \$ |    |  | Paid on |  |
| Prorated Rent:     | \$ | To |  | Due on  |  |
| Total:             | \$ |    |  | Paid on |  |
13. **OCCUPANTS.** The premises shall be occupied by only the following named persons:
- |                  |     |                  |     |                  |     |
|------------------|-----|------------------|-----|------------------|-----|
| name of occupant | age | name of occupant | age | name of occupant | age |
| name of occupant | age | name of occupant | age | name of occupant | age |
| name of occupant | age | name of occupant | age | name of occupant | age |
14. **OTHER OCCUPANTS.** Occupancy by anyone other than the persons named in Paragraph 13, for more than 14 nights shall constitute a breach of this Agreement, unless, prior consent is obtained in writing by Landlord.
15. **CONDITION.** The tenant has examined the premises including any fixtures, furnishing and appliances, if any, and accepts the premises as being in acceptable and operative condition.
16. **VERIFICATION OF DRIVERS LICENSE OR ID, write in or verify at time of signing:**
- |                   |          |       |     |                |
|-------------------|----------|-------|-----|----------------|
| DL#License Number | State of | State | For | name of tenant |
| DL#License Number | State of | State | For | name of tenant |
| DL#License Number | State of | State | For | name of tenant |
| DL#License Number | State of | State | For | name of tenant |
| DL#License Number | State of | State | For | name of tenant |
17. **ASSIGNMENT AND SUBLETTING.** The undersigned Tenant agrees and understands they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:
- They must first contact the Landlord or Agent for the Landlord, and submit in "writing" any request for another person or persons to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application. This shall then be submitted to the Landlord for approval.
  - The Tenant(s) must abide by the decision of the Landlord whether another person or persons can be added to the Rental/Lease Agreement.
  - If the proposed person(s) are approved, they must then complete the necessary forms to be added to the Rental/Lease Agreement. The original walk through inspection of this Rental/Lease Agreement shall prevail.
  - The Landlord or Agent of the Landlord can request a walk through inspection of the property.
18. **APPLICATION OF FUNDS.** Monies paid by Tenant shall be applied in the following order: 1) Tenant caused billings, 2) Non sufficient fund fees and/or late fees, 3) Past Due Utilities, 4) Tenant caused property damage, 5) Past due rent, oldest month to newest, and as set forth in Paragraph 8 of this Rental/Lease Agreement.
19. **KEYS AND CONTROLS.** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys or the cost of the lock change. The locks within the property must be re-keyed with the same type of lock set. If the tenant does not furnish the keys on vacancy, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. Landlord and/or Landlord's Agent is NOT responsible for lockout service under any condition. The tenant upon occupancy has been given the following keys and controls:
- |             |  |                 |        |
|-------------|--|-----------------|--------|
| House keys  |  | Laundry key     | Other: |
| Mailbox key |  | Garage Openers: |        |
20. **VEHICLES.** Tenant shall not perform any business connected with vehicles on the property in the garage, property and/or carport. Trailers, boats, campers and inoperable vehicles are not allowed without the written consent of Landlord or Landlord's Agent. Vehicles of any kind shall not be parked on any area other than the driveway, designated RV access, if applicable, or the street. Vehicles leaking oil or gasoline must be removed from premises until repaired. Inoperative or unregistered vehicles

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_



may not be parked on or in front of the property. All vehicles not listed below must have the approval of Alliance Property Management or agent of the Landlord. The vehicles which are permitted on this property are the following:

Vehicle & License #	name of primary driver	Vehicle & License #	name of primary driver
Vehicle & License #	name of primary driver	Vehicle & License #	name of primary driver

**21. PARKING.**

\_\_\_\_\_ Vehicles are not to be parked in any areas that may restrict the movement of vehicles to and from the property. Any vehicles parked illegally in designated fire lanes or no parking zones may be towed without notice and at owner's expense. Parking permit # \_\_\_\_\_ is supplied to tenant and must be displayed when vehicles are parked on the property. Any vehicle parked on the property without a permit may be towed without notice.

**22. PETS.** The Tenant shall not have any animals, birds or pet of any nature on or about the premises with the exception of type of accepted pets. This also includes the animals, birds or pets of any nature of any guests, relatives or invited parties to the premises. There is to be "no baby-sitting or care taking" of any other person(s) animals, birds or pets of any nature. The following dog breeds are not allowed on the premises at any time: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chos Chows, American Staffordshire Terriers, American Bulldogs, Doberman Pinschers, Boxers, German Shepards, Great Danes, Siberian Huskies, Wolf-hybrids, Perro de Presa Canarios, Bull Mastiff and any dog that has any of the above breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.

\_\_\_\_\_ Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to sign an additional "Pet Addendum" (under attachments in this agreement) and pay any additional increase to the security deposit required by agent or Landlord. Tenant understands any additional funds paid are an "increase" to the deposit and NOT a pet deposit

**23. INSURANCE.** Tenant is to provide their own insurance for their possessions both inside and outside of the residence.

\_\_\_\_\_ Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance shall not cover their possessions or vehicles. Tenant is also aware the Agent's insurance shall not cover their possessions or vehicles. This includes flood, fire, and any other cause. Tenant is responsible for purchasing phone line repair insurance through the local carrier. Tenant agrees to be responsible for all costs incurred if insurance is not acquired.

**24. USE OF PREMISES.** Premises shall be used as a residence only. Operating a business from this property is prohibited. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R's).

**25. DAMAGE TO PREMISES.** If the premises are damaged by fire, earthquake or other casualty which renders the premises totally or partially uninhabitable, either party will have the right to terminate this agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Landlord will have the right to terminate. Should this right be exercised by either Landlord or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this agreement is not terminated, Landlord will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

**26. ENTRY AND INSPECTION.** Landlord or Landlord's Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords, and to inspect the premises with a 24-hour notice. The Landlord/Agent reserves the right to visit the property on a semi-annual basis (every six months) to determine any needed maintenance or review any issues related to the property and/or it's Tenant. The Landlord/Agent shall notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty-days of occupancy, Tenant authorizes Landlord to place a FOR RENT sign on the property and to show property to prospective tenants.

**27. TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord, or Landlord's Agent, a home telephone number within two weeks of occupancy and any change in employment, home and employment telephone numbers.

**28. BREACH OF CONTRACT.** In the event the Tenant moves out without proper notice, or is evicted due to a violation of the lease, Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach.

**29. WATER FILLED FURNITURE**

\_\_\_\_\_ ☐ Tenant shall not have water filled furniture.

\_\_\_\_\_ ☐ Tenant shall have water filled furniture. The water filled furniture is type of furniture. The Tenant shall supply Landlord or Landlord's Agent, an insurance policy for any water filled furniture in the Premises within two weeks of occupancy. Failure to do so shall be a breach of contract. Tenant is to report immediately to Landlord or Landlord's agent, any leakage or damage caused by the water filled furniture.

**30. RULES AND REGULATIONS.** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords' association or Landlord, which are at anytime posted on the Premises or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords' association or other authorities due to any violation by tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance

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upon or about the Premises. Tenant is obligated to follow all local, state, and federal laws and regulations. Lessor does not allow or condone activities that violate these laws and regulations, including the cultivation of marijuana at rental properties. Cultivation of marijuana is a violation of federal law, and brings with it significant risk to properties, as well as to the tenants who live in them. Cultivation of marijuana is not tolerated; it is a breach of the rental agreement and grounds for immediate termination of tenancy.

31. **HOMEOWNER ASSOCIATIONS.**

☐ Tenant agrees to abide by the Homeowners Association, *name of association*. The Rules & Regulations for this Association are specified in the Attachment of this Rental/Lease Agreement and tenant acknowledges a copy of these Rules & Regulations.

☐ Tenant is not supplied with Homeowners Association Rules & Regulations because there is not a formal association available to this property, however, all CC&R's regulating the property in the County still apply.

32. **OUTSIDE AND YARD MAINTENANCE.** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and/or any other unsightly items. Tenant is also responsible for maintaining watering of outside of property at all times, unless an area of watering falls under a Homeowner's Association responsibility. If the property contains an irrigation/watering system, Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

☐ Tenant is responsible for maintenance of \_\_\_\_\_ landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord/Agent. If tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord's Agent reserves the right to contract yard maintenance and the Tenant shall incur the cost of the landscape maintenance.

☐ Landlord is responsible for maintenance of \_\_\_\_\_ Landscape. Tenant is still required to keep area free of debris, watering of landscape, setting of any automatic timers for irrigation/sprinkler system and reporting problems to Landlord/Agent.

☐ The Homeowner's Association is responsible for maintenance of Landscape

33. **MEGAN'S LAW.**

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

34. **POOL MAINTENANCE.** If a pool is provided, the pool service is maintained by:

☐ The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.

☐ The Homeowner's Association provides pool service.

☐ The property does not have a pool.

35. **SMOKE DETECTORS**

Tenant acknowledges that the premises are equipped with a smoke detection device(s). Tenant shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly. If the smoke detector is a plug-in device, Tenant agrees to not disturb or remove the device. If the smoke detector(s) are battery operated, Tenant agrees to replace the batteries as needed. If after replacing the battery, or at any time, the detector does not work, Tenant agrees to notify Owner/Manager in writing immediately. Tenant shall allow Owner/Manager access to the premises for the purpose of repairing detector(s).

36. **CARBON MONOXIDE DETECTORS**

Tenant acknowledges that the premises are equipped with a carbon monoxide detection device(s). Tenant shall perform the manufacturer's recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly. If the carbon monoxide detector is a plug-in device, Tenant agrees to not disturb or remove the device. If the carbon monoxide detector(s) are battery operated, Tenant agrees to replace the batteries as needed. If after replacing the battery, or at any time, the detector does not work, Tenant agrees to notify Owner/Manager in writing immediately. Tenant shall allow Owner/Manager access to the premises for the purpose of repairing detector(s).

37. **ALTERATIONS.** Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord's Agent's prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.

38. **MOLD: The tenants are to report IMMEDIATELY any evidence of mold to Alliance Property Management and/or any party who assumes management of the property in which the tenant resides.**

39. **BEDBUGS:** Landlord or Landlord's Agent has no information or evidence to support a claim that this residence suffers from any type of bedbug infestation. In the event tenant believes this assertion to be incorrect, tenant is required to notify Landlord or Landlord's Agent of such, in writing no later than seven days after contract execution. Lacking such documentation from tenant, the property will be conclusively deemed free of bedbugs at the time of tenant move-in. Tenant represents that all furnishings and other personal property that will be moved into the unit are free of bedbugs. In the event of

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an infestation, tenant agrees to cooperate with pest control efforts and comply with recommendations from the pest management professional.

40. **DRUG FREE HOUSING:** The tenant agrees to provide drug free housing in and on the property.
41. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES.** Tenant shall be responsible for the following:
- The complete "Alliance Property Management Maintenance Instructions" both during occupancy and when vacating which are Attachment A of this Rental/Lease Agreement
  - Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises
  - Reporting to Alliance Property Management, the Landlord or any agent of Landlord items needing repair
  - To pay for damage to property as a result of failure to report a problem in a timely manner.
  - To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
  - To pay for damage to property beyond normal wear and tear, including damage caused by odors that have not been eliminated. Such damages may be caused by, but are not limited to: pet odors, tobacco or other smoking materials, meal preparation, etc.
  - To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless a police report is provided to Landlord/Agent detailing circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
  - Payment of any unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service calls as a result of failure to keep appointments with repairmen.
  - Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
  - Under no circumstances is Tenant to perform any electrical repairs.
42. **LEAD BASED PAINT.**
- ☐ Property was built after January 1, 1978 and does not require a lead based paint addendum.
- ☐ Property was built prior to 1978 and does require a lead based paint addendum, Attachment D.
43. **MILITARY CLAUSE.**
- ☐ The Tenants in this Agreement are NOT members of the military and do not require a military clause
- ☐ The Tenants in this Agreement are members of the military and shall be released from this Agreement if military orders command them to live in area base housing or relocate to an assignment farther than Twenty (20) miles from the premises.
44. **POSSESSION.** If tenant abandons or vacates the Premises, Landlord or Landlord's Agent, may terminate this agreement and gain lawful possession.
45. ☐ **SPECIAL RENT CONSIDERATION:** In consideration for tenant's execution of a rental contract, tenant has been extended the benefit of \$ \_\_\_\_\_ discounted from costs at the time of move-in. However, if by any action or decision of tenant, tenant does not remain in possession of premises for a period of at least twelve months, tenant will be liable for the remaining balance of \$ \_\_\_\_\_ noted as rent obligation for period of \_\_\_\_\_.
46. **CREDIT REPORTING.** The tenant understands and acknowledges if the Tenant fails to fulfill the terms of their obligations within this Rental/Lease Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency.
47. **ENTIRE CONTRACT.** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

48. **INTERPRETATION OF CONTRACT.**

- ☐ I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.
- ☐ I have provided an interpreter for renting the property and interpreting the rental contract. My interpreter's name is \_\_\_\_\_, ID \_\_\_\_\_.

49. **ADDITIONAL TERMS AND CONDITIONS.**

50. **ATTACHMENTS.** The undersigned Tenant acknowledges by initialing the following attachments to this Rental/Lease Agreement are incorporated herein.

_____	Maintenance Instructions	Attachment A, five pages
_____	Check in/Check out Sheet	Attachment B, three pages
_____	Mold Addendum	Attachment C, one page
_____	Lead Based Paint Addendum	Attachment D, one page

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_



	_____	Homeowner's Association Rules & Regulations	Attachment E
	_____	Pet Addendum	Attachment F, one page
	_____	Proposition 65 Warning and Addendum	Attachment G, two pages
	_____	Smoke-Free Environment Addendum	Attachment H, two pages
Tenant	_____	Agreement Dated	_____
Tenant	_____	Interpreter	_____
Tenant	_____		
Tenant	_____	Agent	_____
Tenant	_____		Alliance Property Management

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_



## MAINTENANCE INSTRUCTIONS ATTACHMENT A

The following are maintenance instructions for the Rental Agreement for \_\_\_\_\_ at \_\_\_\_\_

### Use the following numbers to report maintenance

- |   |                                    |  |
|---|------------------------------------|--|
| Office Hours, weekdays                                  | 707-524-8380                       | • Choose the appropriate voice mail selection for maintenance  |
| EMERGENCY ONLY After Office Hours, Weekends & Holidays  | 707-328-6020<br>Emergency<br>Pager | • If it is an emergency, listen to the emergency instructions CAREFULLY, and leave the information needed. <u>Be sure to leave all necessary telephone numbers where you can be reached.</u> |
| Non-Emergency After Office Hours, Weekends and Holidays | 707-524-8380                       | • If it is a non-emergency, leave a message and your call will be returned the next business day.  |

### **PROCEDURES FOR REQUESTING MAINTENANCE:**

1. BEFORE CALLING, check to see if there is something that could be causing what APPEARS to be a repair problem. Examples of this specifically are listed on the following page. Be sure to read these examples carefully.
2. DETERMINE IF IT IS AN EMERGENCY OR A NON-EMERGENCY ITEM.
3. EMERGENCIES
  - There are FEW emergencies.
  - Definition of an emergency: A life threatening situation such as a fire, flood and/or uncontrollable water, electrical problem, smell of gas, etc.
    - Emergencies causing immediate danger such as fire call 911
    - Emergencies involving gas call PG&E (800-743-5000) and if necessary, 911
    - Emergencies involving IMMEDIATE electrical danger, call the utility service.
    - Emergencies such as backed up plumbing, flooding, call the Alliance Property Management number (707) 328-6020, and listen for emergency instructions and if necessary, call 911.
    - An emergency is NOT heat - Alliance Property Management recognizes this is a priority item and will make it a priority with the vendors to have the heat working as soon as is possible.
    - An emergency is not air-conditioning, non-working dishwasher, sprinklers, etc.
4. IF IT IS A NON-EMERGENCY, PLEASE DO THE FOLLOWING:
  - AFTER OFFICE HOURS, call the office of Alliance Property Management, (707) 524-8380 and pick the maintenance option. Be sure to leave a complete message with RETURN telephone numbers. Be sure to follow up during daytime hours in the event the voice mail system fails or you fail to record your message.
  - DURING OFFICE HOURS:
    - Call (707) 524-8380 and inform the party answering the phone maintenance is needed. Do NOT ask for a specific party - this will slow the process of your request.
    - Explain your problem clearly and calmly, giving your name, telephone numbers & address. A work order will be immediately written for you.
    - A vendor will be assigned and will contact you. Vendors are not given keys to the property and vendors are required to make appointments with all tenants. Alliance Property Management will NOT release keys to vendors.
    - Remember, this is a NON-EMERGENCY item and in most cases, the vendor will not be able to make an appointment immediately.
    - Failure to show at an appointment will mean a charge to you. Therefore, be sure to call if you are unable to make the appointment.
    - If you do not hear within 7-10 days, call the Alliance Property Management office and inform them you have not heard from a vendor. An Alliance Property Management staff member will contact the vendor to find out the cause of the delay & inform you as to when service can be expected.
    - If after a repair has been implemented & you are still having difficulty, be sure to call and state you had a recent repair and there is still a problem. Recent repair means within the last 60

### Maintenance instructions, continued:

days and pest control work means within 30 days. If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

#### CHECK THE FOLLOWING, IF APPROPRIATE, BEFORE CALLING:

1. The oven does not work. Check the time bake to be sure the settings on the unit are not preventing the oven from turning on. An oven set on time bake WILL NOT HEAT.
2. Air-conditioner does not work. Check ALL circuit breakers often during hot weather or if a circuit breaker overloads, it will trip off the circuit A/C breaker. Often it is difficult to see that the breaker is tripped and it will look like it is not. Therefore, the breaker must be turned all the way off and then all the way on. The breaker must be turned all the way off because it will not "reset" itself to correct the problem.
3. Garbage disposal does not work. Check underneath on the disposal unit for the reset button that may need to be reset. If something is stuck & the blades do not turn, try putting a broom handle down the disposal & give it a twist. This will often break the disposal loose & it will work. Be sure garbage disposal is turned OFF while doing this.
4. Electrical does not work in part of the house.
  - Check for the GFI plug, which is usually located in the garage, patio, kitchen or the bathroom.
  - Reset the GFI plug and most likely, it will restart the electrical.
  - Sometimes there is more than one GFI; it is a good idea to check around the house to be aware if an electrical problem should occur.
5. Circuit breakers keeping going off. Check all appliances to see if the circuits are being overloaded with appliances such as irons, microwave, toaster, curling irons, blow dryers, etc.
6. Smoke alarm doesn't work.
  - Check to see if the batteries have to be replaced and if a 9-volt battery does not work, call in a work order. Tenants are responsible for the replacement of batteries.
  - Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge.
  - Test smoke alarms every thirty days and report to Alliance Property Management if the smoke alarm is not working. Remember a smoke alarm is for safety and it is very important to check it regularly to see if it is working

#### TENANTS ARE RESPONSIBLE FOR THE FOLLOWING ROUTINE MAINTENANCE:

1. Fireplace Maintenance
  - Be sure to open the vent before starting any fire. If unfamiliar with how to do this, call Alliance Property Management for help.
  - If smoke is coming out of the fireplace, put out the fire immediately and vent the house.
  - Do not use soft woods in fireplaces such as pine, fir & redwood or logs purchased as Duralogs, Duraflame, etc. These woods & logs cause a coating in the flue, which can cause fires. Use woods such as oak, almond, walnut, etc.
  - Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a fire.
  - Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.
  - When removing coals from the fireplace, always be sure the coals are cold.
  - NEVER put hot or warm coals in a container such as a garbage can, paper bag or any other container.
  - Never store the garbage can in the garage or against the house
  - Store any warm or hot coals AWAY from any combustibles or house for at least two (2) days before disposing of them and check them before disposing.
2. Normal insect control
  - Tenants are required to perform normal insect maintenance
  - At all times, when storing pesticides, Tenants are to be careful of the safety of children & animals.
  - Indoor insects -fleas, ants, spiders, silverfish, etc.
    - To use: Follow the instructions on the cans, cover all food & dishes, remove all adults, children & animals from the inside, & leave for approximately for four hours.



### Maintenance instructions, continued

- Outdoor Insects: Ants, fleas, grasshoppers, etc.
  - DIAZANON GRANULES or similar granules can be purchased at any garden supply store.
  - Follow the directions on the package, sprinkle around the perimeter of the house and fence.
  - Diazanone comes in small shaker cans or in ten-pound bags. It is very economical to buy & very effective.
  - Spiders - use liquid Diazanone or a premixed insecticide. Follow the directions on the package.
  - Snails, sow bugs, and slugs, etc.–
  - Bait may be purchased at the garden supply store.
  - Follow the directions on the package.
  - Rodent Control - For ordinary mice, there are several common controls that can be bought at grocery or garden supply stores such as Decon.
  - If the insect problem persists, call Alliance Property Management.
- 3. Landscape & watering
  - Where indicated on your rental contract, maintain exterior landscape by mowing, trimming, weeding, fertilizing & watering.
  - If there are sprinklers, be sure to monitor the level of water needed and if necessary, contact Alliance Property Management for additional help or instruction.
  - Keep all landscape watered unless a Homeowner's Association controls it.
  - Pick up all pet droppings on property. Keep pets, if applicable, from causing damage.
  - If there is a pool, it is necessary to maintain the water level and report if there is a problem with maintaining the water level, as this may indicate a leak in the pool plumbing
- 2. Replacement of:
  - Light bulbs – replace where one is burned out with correct size.
  - Furnace & air-conditioning filters -
    - Replace at a MINIMUM every three months and with the correct size. The size is stamped on the side of the filter and an arrow indicates the direction of the airflow.
  - Smoke alarm batteries -
    - Check to see if the batteries have to be replaced and if a 9-volt battery does not work, call in a work order. Tenants are responsible for the replacement of batteries.
    - Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge.
    - Test smoke alarms every thirty days and report to Alliance Property Management if the smoke alarm is not working. Remember a smoke alarm is for safety and it is very important to check it regularly to see if it is working.
- 4. Proper disposal of:
  - Toxic waste such as oil, antifreeze, batteries, solvents
  - Garbage in proper containers provided and in accordance with city and/or county rules
  - Holiday decorations & lights.
    - Lights are to be hung properly and carefully checked. They are only to be up during the season and immediately removed.
    - Christmas trees are to be properly removed.
- 5. Cleaning and maintenance of the property
  - Kitchens
    - Keep all food cleaned up at all times and oven/stove hood vents cleaned regularly.
    - Keep all ovens cleaned regularly.
      - If the oven is a continuous clean oven, do not use an oven cleaner. This will only ruin the continuous clean oven. On continuous clean, turn on to 450 degrees and leave on for several hours. High heat helps the cleaning process. Then wipe out. Do not leave oven on & unattended when leaving house.
      - On regular ovens use an oven cleaner such as Easy Off.
      - On self-cleaning ovens follow the cleaning directions.
  - Bathrooms
    - Prevent mildew & mold from accumulating.
    - If mildew & mold appear, use a product such as X-14 or Tilex to remove immediately.
    - Keep bathrooms properly ventilated to prevent mildew & mold from happening.
    - Use an exhaust fan or window, while taking showers & for an extended reasonable time afterward.

### **Maintenance instructions, continued**

- Carpets & flooring are to be maintained by tenants during tenancy and at their own expense.
  - Keep floors vacuumed
  - Do not use wax on vinyl or tile
  - Use only hardwood floor cleaners on hardwood floors
  - Have carpets steam cleaned when appropriate and upon vacating the residence
- Windows & window furnishings
  - Maintain cleanliness of windows & window furnishings as appropriate
  - Close windows against the elements of weather when appropriate to avoid damage to interior

### **IT IS THE RESPONSIBILITY OF ALL TENANTS TO REPORT ALL REPAIRS/MAINTENANCE PROBLEMS**

- Failure to do so can mean Tenants may be responsible for damages:
- Report any sign of mold in the property immediately.
- All toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & air-conditioning problems
- Inoperative smoke detectors
- Faulty appliances supplied in property
- Roof leaks
- Broken windows & doors
- Fence repair.
- Malfunctioning sprinklers
- Any other necessary repairs or unsafe condition
- Major pest control items such as bees, cockroaches, rats, termites or other major infestations.

### **TENANTS WILL BE RESPONSIBLE FOR THE FOLLOWING CHARGES:**

- If there is a service call and a breaker is tripped.
- When oven is on time bake and is not defective.
- When sewer stoppage is caused by tenant(s) placement of debris in line such as toys, tools, diapers, rags, sanitary napkins, extensive toilet paper, etc.
- If the Tenant fails to report necessary repairs.
- If the Tenant fails to meet a vendor at an assigned appointment and there is a vendor charge.
- If the Tenant or Tenant's Guests or Invitees, cause damage to the property
- If the Tenant's pet causes damage to the property.
- If the Tenant reports a repair which does not require service.
- If the Tenant fails to replace battery for smoke detector or battery for remote door opener and causes a service call for only battery replacement.
- For replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing the cause of the problem showing forced entry by others.
- For carpet cleaning while living in and upon vacating the property.
- For damage, which is caused to the walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.
- Any damage to the property caused by Tenant's guests or invitees.

### **TENANTS ARE NOT TO DO THE FOLLOWING**

- Do NOT wash draperies. Call the Alliance Property Management office for instructions on all window coverings.
- Do NOT perform electrical work (this does not include changing light bulbs or batteries).
- Do NOT mar, deface or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.
- Do NOT perform repairs unless authorized by Alliance Property Management.
- Do NOT deduct any unauthorized or pre-authorized maintenance expense from your rent. **IF** Alliance Property Management authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

### **WHEN YOU ARE READY TO MOVE, THE FOLLOWING WILL BE REQUIRED:**

- **CLEANING:** Have the property clean throughout the interior and the exterior.
  - This also includes vinyl or tile floors, windows insides & out, window sills & door casings, mini-blinds, wiping out drawers & shelves appliances, sinks, toilets, bath tubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside & out, etc.
  - Leaving a property dirty is not considered normal wear & tear.

### Maintenance instructions, continued:

- CARPET CLEANING: You are expected to have the carpet professionally steam cleaned upon vacating the residence.
  - DO NOT rent machines from a store or use home cleaning machines or employ chemical cleaning. Only professional steam cleaning is acceptable. If you wish, please call for Alliance Property Management's carpet cleaner so you can receive reasonable rates. If you hire another carpet cleaner, BE SURE the carpet cleaner will guarantee their work to Alliance's satisfaction. You must produce a receipt at the walk through inspection.
  - Tenants please note: Alliance Property Management will not reimburse for any carpet cleaning contracted by tenant.
- DRAPERIES:
  - Do not wash draperies.
  - You are not expected to dry clean draperies unless:
    - You have caused excessive soil or allowed water damage from open windows.
    - You have not been using the draperies provided and/or have not kept them in good condition
- REPLACE:
  - Light bulbs, filters, smoke detector batteries, doorstops
  - These items must be IN PLACE OR WORKING or you will be charged.
  - Be sure to replace any of these missing items and be sure to change the filter as you vacate the property.
- PEST CONTROL:
  - If you have a pet, you must supply adequate insect foggers. The minimum required is four (4) foggers. If you have 3 bedrooms, 2 baths, and 2-car garage home or larger, you must supply a minimum of six (6) foggers.
  - If you do not have a pet, you do not need to supply foggers unless you have not been exercising minimum insect control. If a property is found loaded with ants, spiders, cobwebs, etc., you will be responsible for insect control.
  - \*\*All foggers must be left unopened and given to agent during walk through inspection. Alliance Property Management will place and discharge them after walk-through.
- LANDSCAPE
  - Any outside areas that apply in your contract, the outside area is to be neatly mowed, trimmed, pruned, fertilized & watered. All trash, debris & grease to be removed.
  - Any animal droppings are to be picked up and removed whether you have an animal or not.
- TRASH
  - If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away.
  - All other trash is to be placed within the trash receptacles for normal trash removal.
- PAINTING
  - We request that you do not spackle, putty, or touch up paint unless you are absolutely sure the paint will match.
  - If you paint & it does not match, you will be charged for necessary painting to match the existing paint.
  - Charges for painting depend on length of time in the property and whether it exceeds normal wear & tear.

I (We) the undersigned understand & acknowledge receipt of Alliance Property Management Maintenance Instructions and these instructions are Attachment A to our Rental Agreement.

Address

Date:

Tenant

Tenant

Alliance Property Management





## CHECK IN/CHECK OUT SHEET

### ATTACHMENT B

The check in/check out sheet for Rental/Lease Agreement dated \_\_\_\_\_ for Tenant(s) \_\_\_\_\_ at \_\_\_\_\_.

Prior to move in, the following maintenance was performed on the Premises:

<input type="checkbox"/>	Professionally cleaned, including windows	<input type="checkbox"/>	Carpets professionally cleaned
<input type="checkbox"/>	Appliances checked	<input type="checkbox"/>	Smoke alarm checked & working
<input type="checkbox"/>	Carbon monoxide detector checked	<input type="checkbox"/>	Window coverings cleaned
<input type="checkbox"/>	Landscape clean-up	<input type="checkbox"/>	New paint
<input type="checkbox"/>	new carpets	<input type="checkbox"/>	New window coverings
<input type="checkbox"/>	new appliance,	<input type="checkbox"/>	other

CODE	E = excellent	VG = very good	G = good	F = fair	P = poor
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OUTSIDE AREAS	Check In	Check Out
Front porch		
Front yard		
Side yards		
Back Yard		
Decks, if applicable		
Drive way		

ENTRY	Check In	Check Out
Floors/walls/ceiling		
Lights/fans		
Doors/closets		
Windows/screens, etc.		

LIVING ROOM	Check In	Check Out
Floors		
Walls/Ceiling		
Lights/Fans		
Doors		
Windows/screens		
Window coverings		
Fireplace		

FAMILY ROOM	Check In	Check Out
Floors		
Walls/Ceiling		
Lights/Fans		
Doors		
Windows/Screens		
Window coverings		
Fireplace		

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_

**ATTACHMENT B, PAGE 2.**

<b>DINING ROOM/AREA</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceilings		
Lights/Fans		
Doors		
Windows/screens		
Window coverings		

<b>HALLWAY</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceiling		
Lights		

<b>KITCHEN</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceilings		
Lights/Fans		
Doors		
Windows/Screens/Drape		
Sink/Faucets		
Dishwasher		
Garbage Disposal		
Stove/Oven/Microwave		
Refrigerator, if applicable		
Countertops		
Cabinets		

<b>MASTER BEDROOM</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls		
Ceiling		
Lights/Fans		
Doors		
Windows		
Window coverings		
Screens		
Fireplace		
Closets		

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_

**ATTACHMENT B, PAGE 3.**

<b>BEDROOM 1</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls		
Ceiling		
Lights/Fans		
Doors		
Windows		
Window coverings		
Screens		
Closets		

<b>BEDROOM 2</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls		
Ceiling		
Lights/Fans		
Doors		
Windows		
Window coverings		
Screens		
Closets		

<b>BEDROOM 3 &amp; 4</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls		
Ceiling		
Lights/Fans		
Doors		
Windows		
Window coverings		
Screens		
Closets		

<b>MASTER BATHROOM</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceilings		
Lights/Fans		
Doors		
Windows/Screens/Curtain		
Sinks/Faucets		
Tub/Shower		
Toilet		
Countertops/Cabinets		

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_



**ATTACHMENT B, PAGE 4.**

<b>BATHROOM 2</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceilings		
Lights/Fans		
Doors		
Windows/Screens/Curtain		
Sinks/Faucets		
Tub/Shower		
Toilet		
Countertops/Cabinets		

<b>BATHROOM 3</b>	<b>Check In</b>	<b>Check Out</b>
Floors		
Walls/Ceilings		
Lights/Fans		
Doors		
Windows/Screens/Curtain		
Sinks/Faucets		
Tub/Shower		
Toilet		
Countertops/Cabinets		

<b>GARAGE</b>	<b>Check In</b>	<b>Check Out</b>
Walls		
Floor		
Laundry area		
Door to house		
Door to front of garage		

<b>OTHER</b>	<b>Check In</b>	<b>Check Out</b>

Refrigerator – Make/Model		
Washer – Make/Model		
Dryer – Make/Model		
Other:		
Garage Door Openers #		
Carbon Monoxide Detector #		

Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Alliance Property Mgmt., Agent for owner

The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_

## Attachment C Mold and Mildew Addendum

Property: \_\_\_\_\_.

Mold and mildew are problems that are especially prevalent in high moisture areas. Mold and mildew spores are present in the environment and can't be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. However, most sources of moisture can be controlled by simple procedures under your control. In order to reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Tenants agree to the following:

**1. Keep the humidity below 40%:**

- a. Use bathroom fans during and for 45 minutes after bathing or showering. If no fan available, open a window slightly for ventilation for the same amount of time.
- b. Use the fan above the stove whenever cooking, or if no fan, open a window slightly for ventilation.
- c. Use the fan in the laundry area during and for 20 minutes after using the washer or dryer, or if no fan, open a window slightly for ventilation.
- d. Cover fish tanks and aquariums. Do not operate indoor fountains.
- e. Do not use propane or kerosene space heaters indoors.
- f. Use a dehumidifier during humid months.
- g. Do not keep an excess number of houseplants indoors.

**2. Keep the temperature down and provide adequate ventilation:**

- a. Keep the house temperature between 50 and 70 degrees at all times.
- b. Open multiple windows at least twice a day for 2 or 3 minutes to allow cross ventilation of the dwelling.
- c. Allow at least 3 inches between furniture and walls to aid ventilation.
- d. Open closet doors to allow ventilation. Do not overfill closets.

**3. Clean regularly and thoroughly:**

- a. Clean bathrooms and kitchens with mold and mildew killing products.
- b. If mold or mildew appears on walls, ceilings, floors, or around tubs or sinks, immediately remove the mold or mildew. The EPA recommends the following method: *Mold growth can be removed with commercial cleaning products or a weak bleach solution (one cup bleach in one gallon of water). Wear gloves during cleanup and be careful not to spread the mold. Sensitive people who have to clean up mold should wear a tight-fitting facemask.*
- c. Dry any water that spills from showers, sinks, etc.
- d. Clean up spills on carpets, rugs or floors and thoroughly dry the carpet or rug.
- e. Regularly check and clean the window tracks and keep free of condensation.

**4. Notify management immediately of excess moisture problems:**

- a. Water leakage, leaking plumbing, leaking tubs or showers, running toilets, or drainage problems.
- b. If you have attempted to clean mold or mildew and it reappears quickly or you were not able to remove it, report the mold or mildew to Alliance immediately.

Tenants understand and agree that failure to do any of the enumerated actions in the Addendum shall constitute both a material non-compliance with the Rental Agreement affecting health, and a serious violation of the Rental Agreement. Tenant shall be financially responsible for all damage resulting from their failure to comply with this Addendum.

\_\_\_\_\_  
Alliance Property Management

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS  
(Required by Law for Rental or Lease of Property Built Prior to 1978)**

This disclosure statement concerns the real property situated in the City of \_\_\_\_\_, County of Sonoma, and State of California, described as \_\_\_\_\_.

**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.

**LESSOR'S DISCLOSURE (initial [a] and [b])**

☐ ☐ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

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

\_\_\_\_\_ X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐ ☐ (b) Records and reports available to the lessor (check one below)

Check one: \_\_\_\_\_ Lessor 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)

\_\_\_\_\_ X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**LESSEE'S ACKNOWLEDGMENT (initial [c] and [d])**

☐ ☐ (c) Lessee has received copies of all information above.

☐ ☐ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home, or other approved pamphlet.

**LISTING AGENT'S ACKNOWLEDGMENT (initial)**

☐ (e) Agent representing the lessor has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his or her responsibility to ensure compliance

**CERTIFICATION OF ACCURACY**

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

<hr/> Lessor	<hr/> Date	<hr/> Lessee	<hr/> Date
<hr/> Lessor	<hr/> Date	<hr/> Lessee	<hr/> Date
<hr/> Alliance Property Management	<hr/> Date	<hr/>	
<hr/> By (Agent)	<hr/> Date	<hr/> By (Agent)	<hr/> Date



**ATTACHMENT F**

The following is the Pet Agreement for the Rental Agreement dated \_\_\_\_\_, for the Tenant(s), \_\_\_\_\_, for the property at \_\_\_\_\_.

The undersigned Tenant has been granted permission to keep the following animal/pet(s) and will verify the following information when signing:

TYPE	BREED	NAME	SIZE/COLOR

The undersigned Tenant agrees to the following conditions:

1. The Tenant fully understands any increase paid to the security deposit is NOT a pet deposit and is considered an increased security deposit.
2. The Tenant understands fully that at no time is this increase to the security deposit to be refunded prior to vacancy even if the pet is removed from the property for any reason.
3. The Tenant fully understands any part of their entire security deposit can be used for any damage caused by their pet.
4. The Tenant fully understands they will be responsible for professional carpet cleaning during and after vacancy due to the approval for having a pet on the premises and is to be at the tenants' expense. The professional carpet cleaning is to be approved by Landlord or Landlord's Agent.
5. The Tenant fully understands they will be responsible for pest control during and after vacancy due to approval for having a pet on the premises and if to be at the tenants' expense.
6. The Tenant is to keep only the animals specifically listed above and CANNOT substitute any other animal/pet without permission of the Landlord or Landlord's Agent. The following dog breeds are not allowed on the premises at any time: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chos Chows, American Staffordshire Terriers, American Bulldogs, Doberman Pinschers, Boxers, German Shepards, Great Danes, Siberian Huskies, Wolf-hybrids, Perro de Presa Canarios and any dog that has any of the above breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.
7. The Tenant cannot "baby sit" or do any "care taking" of any animal, bird or pets of any nature, for another party on the premises for any friend, relative or acquaintance at any time.
8. The Tenant agrees to keep their pet under control at all times and abide by all County or City codes pertaining to animals and Tenant agrees to keep their pet restrained when it is outside of the dwelling.
9. Any pet left unattended for twenty-four (24) hours or more or whose health the Tenant's neglect, mistreatment or their ability to care for the animal shall be reported to the Animal Control authority or any other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Landlord's right to enter the Tenant's unit to allow such authority to remove the animal from the premises. The Landlord accepts no responsibility for any pet removed.
10. The Tenant agrees to dispose of their pet's feces properly and promptly. The Tenant also agrees to dispose of all feces properly and promptly even if it is not from their pet.
11. The Tenant agrees not to leave food or water for their pet or any other animal outside the front of the dwelling.
12. The Tenant agrees to keep their pet from causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or Landlord's Agent.
13. The Tenant is not to allow their pet to give birth on the property.
14. The Tenant agrees to pay immediately for any damage, loss or expense caused by their pet.
15. The Tenant guarantees to Landlord or Landlord's Agent the pet(s) listed above have received the appropriate vaccinations, required by governing agencies, including but not limited to, the County, City or State
16. The Tenant agrees that Landlord or Landlord's Agent reserve the right to revoke permission to keep the pet should the Tenant break this agreement.
17. The Tenant agrees to indemnify, defend and hold Landlord or Landlord's Agent harmless from and against any and all claims, actions, suits, judgments and demands brought by another party due to any activity or damage caused by the Tenant's pet.

Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_

Date \_\_\_\_\_  
 Interpreter \_\_\_\_\_  
 Agent for Landlord \_\_\_\_\_  
 Alliance Property Management

# TOBACCO SMOKE-FREE AREAS 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 premises located at \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_, CA \_\_\_\_\_.

(Street Address) (City) (Zip)

- Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

- ☐ Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.
- ☐ Smoking of tobacco products is prohibited on the entire property except the following areas:

- Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. 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.
- Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 3 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. 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.
- Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- Effect of Breach:** A breach of this Addendum 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.
- Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.



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Page 1 of 2

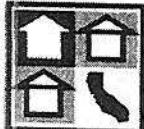
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8. **Effect on Current Tenants:** Resident acknowledges that current Residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

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

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





# PROPOSITION 65 WARNING AND Q & A ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT

Page \_\_\_\_\_  
of rental agreement

**WARNING:**  
**This Property Contains Chemicals Known To The State of California  
To Cause Cancer and Birth Defects or Other Reproductive Harm.**

## Office of Environmental Health Hazard Assessment Proposition 65 in Plain Language

### What Is Proposition 65?

In November 1986, California voters overwhelmingly approved an initiative to address growing concerns about exposures to toxic chemicals. That initiative became The Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name.

### What does Proposition 65 Require?

Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm. Agents that cause cancer are called carcinogens; those that cause birth defects or other reproductive harm are called reproductive toxicants. This list must be updated at least once a year. Over 700 chemicals have been listed as of March 10, 2000.

Proposition 65 imposes certain controls that apply to chemicals that appear on this list. These controls are designed to protect California's drinking water sources from contamination by these chemicals, to allow California consumers to make informed choices about the products they purchase, and to enable residents or workers to take whatever action they deem appropriate to protect themselves from exposures to these harmful chemicals.

Thus, Proposition 65 also provides a market-based incentive for manufacturers to remove listed chemicals from their products.

The benefits of the Proposition have their costs. Businesses have incurred expenses to test products, develop alternatives, reduce discharges, provide warnings and otherwise comply with the requirements of the Proposition. Recognizing that compliance with the Proposition comes at a price, Cal/EPA and the Office of Environmental Health Hazard Assessment (the lead agency for Proposition 65 implementation) have worked hard to minimize any unnecessary regulatory burdens and ensure that placement of a chemical on the list is done in accordance with rigorous science in an open public process.

### What kinds of chemicals are on the list?

The list contains a wide range of chemicals, including dyes, solvents, pesticides, drugs, food additives, and byproducts of certain processes. These chemicals may be naturally occurring, or synthetic. Some of them are ingredients of common household products, others are specialty chemicals used in very specific industrial applications.

### How does a chemical get listed?

The State of California relies upon information that already exists in the scientific literature when determining the threat of a chemical. A chemical is listed if the "state's qualified experts" -- two independent committees of scientists and health professionals appointed by the Governor -- find that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm.

In addition, a chemical can be listed if it has been classified as a carcinogen or as a reproductive toxicant by an organization that has been designated as "authoritative" for purposes of Proposition 65. For carcinogens, the organizations that have been designated as authoritative by OEHHA Science Advisory Board's Carcinogen Identification Committee are the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health, the National Toxicology Program and the International Agency for Research on Cancer. The OEHHA Science Advisory Board's Developmental and Reproductive Toxicant Identification Committee have designated the following organizations as "authoritative bodies" for reproductive toxicants: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health and International Agency for Research on Cancer (limited only to transplacental carcinogenicity). A chemical can also be listed if it is required to be labeled or identified as a carcinogen or as a reproductive toxicant by an agency of the state or federal government.



### What Are the Responsibilities of Companies Doing Business in California?

Any company with ten or more employees that operates within the State or sells products in California must comply with the requirements of Proposition 65. Under Proposition 65, businesses are:

- 1) prohibited from knowingly discharging listed chemicals into sources of drinking water; and
- 2) required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical.

This warning can be given by a variety of means, such as by labeling a consumer product, by posting signs at the workplace, or by publishing notices in a newspaper.

### What Does A Warning Mean?

If you are given a warning or if a warning is posted in a workplace, a facility or an area in your community, this means that the business issuing the warning knows that one or more listed chemicals is present in its product, in its workplace, or in its emissions into the environment. Under the law, a warning must be given unless a business demonstrates that the exposure it causes poses no significant risk.

For a chemical that is listed as a carcinogen, the "no significant risk" level is defined as the level which is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. In other words, if you are exposed to the chemical in question at this level every day for 70 years, theoretically it will increase your chances of getting cancer by no more than 1 case in 100,000 individuals so exposed.

For chemicals that are on the list as reproductive toxicants, the no significant risk level is defined as the level of exposure which, even if multiplied by 1,000, will not produce birth defects or other reproductive harm. That is, the level of exposure is below the "no observable effect level (NOEL)," divided by 1,000. (The "no observable effect level" is the highest dose level which has not been associated with an observable reproductive harm in humans or test animals.)

When a warning is given by a business, it means one of two things:

- (1) the business has evaluated the exposure and has concluded that it exceeds the no significant risk level; or
- (2) the business has chosen to provide a warning simply based on its knowledge about the presence of a listed chemical, without attempting to evaluate the exposure. In these cases, exposure could be below the Proposition 65 level of concern, or could even be zero.

Since businesses do not file reports with the State regarding what warnings they have issued and why, the State is not able to provide further information about any particular warning which you may have received. The business issuing the warning is the appropriate party to contact if you seek more specific information about the warning, such as what chemicals are involved, in what manner these chemicals are present, and how exposures to those chemicals may or may not occur.

### What has been accomplished as a result of Proposition 65?

Proposition 65 has provided an effective mechanism for reducing certain exposures that may not have been adequately controlled under existing federal or State laws. For example, a Proposition 65 enforcement action has resulted in the reduction of the amount of lead in ceramic tableware. Air emissions of certain chemicals - including ethylene oxide, hexavalent chromium, and chloroform - from facilities in California have been significantly reduced as a result of Proposition 65.

Certain chemicals on the list are no longer used as constituents of some commonly used products - for example, trichloroethylene is no longer used in most correction fluids, toluene has been removed from many nail care products, and foil caps on wine bottles no longer contain lead.

Proposition 65 has resulted in the extensive dissemination of important information regarding the dangers to the unborn child of drinking alcoholic beverages during pregnancy. The warnings about alcoholic beverage consumption during pregnancy are perhaps the most widespread and visible type of warning issued as a result of Proposition 65.

### For Further Information

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

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

Date



Resident

Date

Resident

