

# RESIDENTIAL LEASE/RENTAL AGREEMENT

The Parks at Monterey Bay

DATED \_\_\_\_\_

## A. VARIABLE LEASE TERMS:

### 1. RESIDENCE DESCRIPTION

RESIDENCE NUMBER:	BEDROOM SIZE:	RESIDENCE TYPE:	RESIDENCE ADDRESS:
COUNTY:	CITY:	CALIFORNIA	ZIP:

### 2. TERM:

COMMENCEMENT DATE:	<input type="checkbox"/> (If checked) Resident has been granted an <b>EARLY TERMINATION OPTION</b> . To exercise this option, Resident must pay an Early Termination Option Fee of equal to the Monthly Rent amount specified in Section 5 below, and give notice of Resident's election to exercise the option at least 30 days before the Early Termination Date. If checked: Date _____ Initials _____	<b>AUTOMATIC RENEWAL.</b> After the Termination Date, this Agreement will continue on a month-to-month basis until terminated as specified elsewhere in this Agreement.
<b>TERMINATION DATE:</b> Six-months from Commencement Date, unless sooner terminated in accordance with this Agreement.		

### 3. RESIDENT RESPONSIBLE FOR LEASE:

NAME (First, Middle Initial, Last):	SSN:	PAY GRADE :	BRANCH:	DUTY STATION/UIC:
NAME (First, Middle Initial, Last):	SSN:	PAY GRADE :	BRANCH:	DUTY STATION/UIC:
NAME (First, Middle Initial, Last):	SSN:	PAY GRADE :	BRANCH:	DUTY STATION/UIC:

### LIST OF ALL OCCUPANTS (Do not list any Residents from above):

NAME:	DATE OF BIRTH:	NAME:	DATE OF BIRTH:
NAME:	DATE OF BIRTH:	NAME:	DATE OF BIRTH:

### 4. PROPERTY MANAGER INFORMATION:

PROPERTY MANAGER NAME: The Parks at Monterey Bay			
PROPERTY MANAGER CONTACT INFORMATION: Property management offices are open Monday through Friday, 8 a.m. through 6 p.m. and Saturday 8am-5pm			
<input type="checkbox"/> Ord Military Community (OMC) 826 Corregidor Road. Seaside, CA 93955 Phone: (877) 619-9997 Fax: (831) 392-0745 <a href="mailto:ordmilitarycommunity@prmc.com">ordmilitarycommunity@prmc.com</a>	<input type="checkbox"/> La Mesa Village (LMV) 1301 Leahy Road Monterey, CA 93940 Phone: (888) 450-8822 Fax: (831) 372-7300 <a href="mailto:lamessavillage@prmc.com">lamessavillage@prmc.com</a>	<input type="checkbox"/> Naval Postgraduate School (NPS) 1301 Leahy Road Monterey, CA 93940 Phone: (888) 450-8822 Fax: (831) 372-7300 <a href="mailto:lamessavillage@prmc.com">lamessavillage@prmc.com</a>	<input type="checkbox"/> Presidio of Monterey (POM) 1301 Leahy Road Monterey, CA 93940 Phone: (888) 450-8822 Fax: (831) 372-7300 <a href="mailto:lamessavillage@prmc.com">lamessavillage@prmc.com</a>
La Mesa Village Community Center 1200 Fechteler Road Monterey, CA 93940  Resident Satisfaction Line (866) 508-9585		MAINTENANCE CONTACT: (877) 469-0404  ONLINE MAINTENANCE REQUESTS: <a href="http://monterey.pinnaclefamilyhousing.com/">http://monterey.pinnaclefamilyhousing.com/</a> Please use the phone number above for emergency & urgent maintenance needs; we may not immediately receive online maintenance requests.	

**5. MONTHLY RENT AND OTHER AMOUNTS DUE**

☐ The Monthly Base Rent is \$

☐ The Monthly Base Rent is equal to the senior Resident's Basic Allowance for Housing at the Monterey CA With Dependents rate (the "BAH"). The Rent may be adjusted during the Term of this Agreement. We will notify you of the new Rent and you will be responsible for the payment of Rent at the changed rate from the effective day of any change and payable when received by you. You will not receive separate notification if the increase is due to the annual BAH adjustment as determined by the DoD and the resident is responsible for payment of any applicable changes.

☐ The Monthly Base Rent is equal to the amount that you would receive as a Basic Allowance for Housing at the With Dependents rate (the "BAH") if you were receiving BAH for Monterey, CA. If there are multiple Residents, the Monthly Base Rent is equal to the BAH equivalent for the senior Resident.

**SECURITY DEPOSIT: \$**

You will be required to pay a Security Deposit if at any time during your tenancy you do not pay by Allotment or EFT. We will waive the Security Deposit requirement as long as you pay by Allotment or EFT. Security Deposit is equal to a half of one month's rent.

**LATE FEE:**  
\$75.00

**INITIAL AMOUNTS DUE:** The following initial amounts, other than Rent described above, are due under this Agreement as of the Commencement Date:

Category	Total Due	Payment Received to Date by Agent	Balance Due	Balance Date Due
Security Deposit	\$		\$	
Other:	\$		\$	
Other:	\$		\$	
Total	\$		\$	

The payments described above must be made by: ☐ Money Order ☐ Cashiers Check ☐ Certified Check ☐ Personal Check

**6. PAYMENT INSTRUCTIONS**

**Primary Method of Payment:** All resident(s) are required to utilize the **Allotment Option** unless DFAS rejects the request for any reason. If an **Allotment** is rejected for any reason and the **EFT Option** is selected; no security deposit will be required. If an **Allotment Option** is available and the resident chooses to use an alternate form of payment, a security deposit will be required as listed in Payments Section 2.

**Payment Options:**

- ☐ **Allotment Option:** You choose to pay Rent to us through Allotment from your pay account. The Allotment will be adjusted when your Rent is adjusted. You must execute any additional documents that are necessary to make monthly payments ("Allotment") to us and agree to take no action to terminate the Allotment without making arrangements with us. You are responsible for paying all Rent and charges due until the Allotment has commenced. If you have not received BAH at the time of entering into this Agreement, Rent will begin to accrue on the Commencement Date but payment is not due until the earlier of (1) the date you actually receive BAH or (2) forty-five (45) days after the Commencement Date. You give us, or our agents the authorization to initiate and maintain an Allotment. If your Allotment is terminated while you are still in possession of the Residence without written permission from us, you will be considered in material breach of this Agreement, unless the termination is beyond your fault or control. If your Allotment stops for any reason, you must pay us the rent directly.
- ☐ **EFT Option:** You agree to have the Rent portion of your BAH converted into an Electronic Funds Transfer ("EFT") payable to us. You are responsible for paying all Rent and charges due until the EFT has commenced. If you have not received BAH at the time of entering into this Agreement, Rent will begin to accrue on the Commencement Date but payment is not due until the earlier of (1) the date you actually receive BAH or (2) forty-five (45) days after the Commencement Date. You are responsible to make adjustments in the EFT to reflect any adjustments in your Rent. You shall execute all required documents that are necessary to make monthly Rent payments ("EFT") at lease signing and agree to take no action to terminate such EFT without making arrangements with us. If your EFT is terminated while you are still in possession of the Residence without written permission from us, you will be considered in material breach of this Agreement, unless such termination is beyond your fault or control.
- ☐ **Direct Payment Option:** You agree to pay Rent to us directly on the first of each month, without notice. You understand that by choosing the Direct Payment Option, you will be required to pay the Security Deposit specified above.
- ☐ **International Program Option:** You agree to pay Rent to us directly on the first of each month, without notice. You understand that you will be required to pay via Electronic Funds Transfer ("EFT") and by doing so; no security deposit will be required.

Rent and all other charges due to us not paid by Allotment or EFT will be payable to the Property Manager at the address and telephone specified above in the Property Manager Information section or at other locations directed by Owner. All amounts are payable by personal check, certified check, cashier check, or money order. No cash will be accepted. Some property management offices have drop boxes.

**7. DISCLOSURES AND NOTICES:**

☐ (If checked) **LEAD DISCLOSURES APPLY:** If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet *Protect Your Family From Lead In Your Home* has been provided to Resident.

Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property:

☐ (If checked) Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the Residence or Property.

☐ (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: \_\_\_\_\_

Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property:

☐ (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property.

☐ (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: \_\_\_\_\_

Copies of the reports or records identified are available for Resident's review at the Welcome Center.

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

☐ (If checked) **ASBESTOS DISCLOSURES APPLY:** If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply.

Landlord knowledge of asbestos hazards in the Residence or Property:

☐ (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement.

☐ (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: \_\_\_\_\_

Reports or records pertaining to asbestos hazards in the Residence or Property:

☐ (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property.

☐ (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: \_\_\_\_\_

Copies of the reports or records identified are available for Resident's review at The Welcome Center.

**PROPOSITION 65 WARNING: THE STATE OF CALIFORNIA REQUIRES THAT WE WARN YOU THAT THE PROPERTY CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, AND BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS, AMONG OTHER THINGS, AND FUMES FROM BUILDING MATERIALS, SOILS, INDOOR AIR, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO MERCURY, CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, UNLEADED GASOLINE, SOOTS, TARs, AND MINERAL OILS.**

**PEST CONTROL: THE PROPERTY IS COVERED BY A PEST CONTROL CONTRACT.** We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.

8. ☒ (If checked) **ONGOING CONSTRUCTION.**

New Construction in Doe Park at OMC and Renovations in Lower Stilwell Park, Fitch Park, Older Sections of Capehart Forest and Terrace Oaks.

☐ (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: \_\_\_\_\_. The estimated date of completion of construction is: \_\_\_\_\_. Construction will normally be limited to the following days of the week: \_\_\_\_\_

And the following hours: \_\_\_\_\_ to \_\_\_\_\_.

**9. VEHICLE REGISTRATION:**

VEHICLE – 1			VEHICLE – 2		
Vehicle Make _____	Vehicle Model _____	Color _____	Vehicle Make _____	Vehicle Model _____	Color _____
License No. _____	State _____		License No. _____	State _____	

**10. PETS:**

**PETS:** ☐ are not authorized. ☐ The following pets are authorized:

Pet Name	Type	Description

**11. ADDITIONAL TERMS:**

**DESIGNATED SMOKE-FREE AREAS:** ☐ The interior of the Residence ☐ The exterior of the Residence ☒ All Common Areas ☐ Other: \_\_\_\_\_

**ADDITIONAL NOTICES, DISCLOSURES AND TERMS:**

**UTILITIES:** ☐ We will pay for gas, electric, water, sewer, and trash. ☐ We will pay for a baseline usage of electricity and gas services and all water, sewer, and trash.

**12. AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:**

<input checked="" type="checkbox"/> Inventory/Move-In/Move Out form	<input checked="" type="checkbox"/> Pesticide Notice	<input checked="" type="checkbox"/> Surface Cleaning Guidelines
<input checked="" type="checkbox"/> Resident Information Guidelines	<input checked="" type="checkbox"/> Proposition 65 brochure	<input checked="" type="checkbox"/> Protect Your Family from Lead pamphlet
<input type="checkbox"/> Addendum for ADA Homes	<input checked="" type="checkbox"/> Ordinance Disclosure	<input checked="" type="checkbox"/> Frequently Asked Questions - Information on Compact Fluorescent Light Bulbs (CFLs) and Mercury
<input checked="" type="checkbox"/> One-Call Now - Notification System	<input checked="" type="checkbox"/> Smoke / CO Addendum and Fire Safety Info	<input checked="" type="checkbox"/> Energy Conservation Tips
<input checked="" type="checkbox"/> DoD Conservation Policy	<input checked="" type="checkbox"/> Pet Policy	

☒ All other information relevant to your tenancy will be made available either on our website at <http://monterey.pinnaclefamilyhousing.com/>, distributed in a newsletter / bulletin or will be posted on a notice board in the community. Resident is required to periodically review the above website.

Created on \_\_\_\_\_ by Agent: \_\_\_\_\_

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

**B. DEFINITIONS:** Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

1. **AGREEMENT:** This Residential Lease/Rental Agreement.

2. **MANAGEMENT OFFICE:** The Management Office refers to the office located at the address provided for the Property Manager in Section 4 of the Variable Lease Term section.

3. **OWNER:** The Property is owned by Monterey Bay Military Housing LLC.

4. **OWNER'S RELATED PARTIES:** The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Owner and Property Manager.

5. **PROPERTY MANAGER/AGENT:** The Property is managed by Pinnacle, whose address and phone numbers are identified in Section 4 of the Variable Lease Term section. Pinnacle is authorized to manage the Property on behalf of the Owner and is authorized to act on Owners behalf for the purpose of receiving rents, executing lease, enforcing leases, and servicing of process, notices, and demands on behalf of, and as Agent of the Owner.

6. **RESIDENCE:** The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property.") The appliances and furniture are described in the Inventory/Move-In Move-Out form.

7. **RESIDENT'S ASSOCIATED PARTIES:** Occupants, members of your household, your family, dependants, guests, agents and others under your control.

8. **PROPERTY:** The Residence is located within a multi-unit complex. The Residence and the complex are collectively referred to as "the Property."

**C. PRIMARY AGREEMENT TERMS:**

1. **PARTIES.** This Agreement is entered into between Owner and Resident. Owner may be identified in this Agreement as "we" or "us." Resident may collectively be referred to in this Agreement as "you."

2. **AGREEMENT.** You rent the Residence from us.

3. **TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date referenced in Section 2 of the Variable Lease Term section. **This Agreement will automatically continue on a month-to-month basis after the Termination Date until either party terminates the Agreement by giving the other party at least thirty (30) days written notice.** If you have been in possession of the Residence for over six months and the tenancy is month-to-month, we will serve you a sixty day notice of termination when we want to terminate the tenancy. Note that this Agreement contains provisions that could alter the Term.

**D. PAYMENTS:**

1. **RENT.** You must pay us the Monthly Base Rent amount specified in Section 5 of the Variable Lease Term section of this Agreement, collectively "Rent". Rent is payable on first (1<sup>st</sup>) day of each calendar month without demand, setoff or deduction. Certain additional amounts due to us at the Commencement Date are also specified in the Section 5 of the Variable Lease Term section which, together with all additional amounts due under this Agreement, will be deemed Additional Rent. If you pay Monthly Base Rent by allotment or UDEFT, it is payable in arrears. If you pay Monthly Base Rent by direct payment, it is due in advance. When Rent is due for partial months of occupancy, it will be calculated based on a 30 day month, irrespective of the actual number of days in the month.

2. **SECURITY DEPOSIT.** A security deposit equal to one half month's Rent will be required unless you choose to complete all documents to pay Rent by Allotment or use EFT due to a rejected allotment request. If you initially choose to complete all documents to pay Rent by Allotment or EFT, and then cancel payment by Allotment or EFT, you must immediately pay the Security Deposit to us, even if we do not immediately demand it of you. The Security Deposit is collected as security that you will perform your obligations under this Agreement. The Security Deposit will be held, applied, and refunded as provided herein.

3. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in Sections 4, 5 and 6 of the Variable Lease Term section. Any payments made by mail are made at your risk and must be received by us on or before the due date. You will incur a \$25.00 charge for the first dishonored check or EFT and \$35.00 for any subsequent dishonored check or EFT. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

4. **FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If you fail to make all payments specified in the Initial Amounts Due portion of the Variable Lease Term Section 5 before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may terminate this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

5. **LATE FEES AND DEFAULT INTEREST.** You will be obligated to pay to us the Late Fee referenced in Section 5 of the Variable Lease Term section if you fail to pay any amount due under this Agreement within three days of its due date. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Fee is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Fee, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Fees and interest due are in addition to, and not in lieu of, any of our other remedies.

**E. ADDITIONAL AGREEMENT TERMS:**

1. **APPLIANCES.** Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs, caused by the following items for which you will be responsible, do not put paper towels, sanitary napkins, food, cotton swabs, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages that you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. You may not use any refrigerator with water dispenser or icemaker that we have not installed in your Residence, unless we have provided written consent as specified in the Maintenance, Alterations and Residence Condition paragraph below.

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

**2. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

**3. ASSIGNMENT BY OWNER.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the Owner under this Agreement if you are requested to do so.

**4. BARBEQUE GRILLS, FIREWOOD, AND FIREPITS.** The use of charcoal and gas-fired grills on decks, balconies, covered parking areas or patios, and under any building overhang is prohibited. All grills must be used in accordance with all local ordinances. The storage of fuel bottles from gas-fired grills (attached or unattached) inside any structure or on balconies is prohibited. Charcoal grills may be stored on porches, decks, and patios provided that the charcoal is completely extinguished. Firewood and fire pits/ chimneys are not allowed at the residence.

**5. BICYCLES, SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES.** Skateboards, Scooters, Rollerblades, and Skates are not to be used in the streets or roads. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

**6. COMMON AREA AMENITIES.** Various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms, laundry facilities (if any), exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents. Use of Common Area Amenities is subject to the restrictions described in rules or instructions provided at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. Do not leave any personal property in common areas.

**7. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Associated Parties for which you are responsible. You and your Associated Parties:

- may not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise; Quiet hours will be observed and are between 2200 and 0700 daily.
- must comply with all Owner rules, regulations and instructions (including posted signs and those specified in this Agreement and the Resident Information Guidelines), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you and posting the rules and regulations at the Property;
- must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- are responsible for damage to the Residence and Property caused by the action or inaction of you and your Associated Parties. You agree, at your sole expense, to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, personal injury, damage, costs, and/or any claims whatsoever resulting from or arising out of your or your Associated Parties' activities on the property regardless of any active or passive negligence on your part or on the part of your Associated parties;
- must keep residence and yard clean and free of clutter. It is also important to note that cleanliness and clutter is subjective and is at the discretion of the management office. Resident agrees to make adjustments based on the recommendations of the management office.
- are prohibited from placing a trampoline in any area other than the residence fenced back yard. Any trampoline that is placed in the fenced back yard can be no more than 16 ft in width and must have safety netting on the sides of the trampoline.
- are prohibited from promoting politicians in any advertisement form. While living on federal land, resident(s) must abide by the federal rules referencing posting political advertisement;
- are prohibited from conducting solicitation activities. Individual requests for solicitation must be approved by the Garrison Commander and will have in their possession a copy of written authorization from the Garrison Commander. Residents are asked to request unauthorized solicitors to leave the residential areas and notify the police;
- Yard sales are not permitted and are held through military personnel as community wide events.

**8. CONSTRUCTION.** If construction is ongoing at the Property, there may be inconveniences associated with this construction, and you agree that the Rent specified in Section 5 of the Variable Lease Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by this ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. In the event the construction activities become problematic for you, you agree that your sole remedy is to request a change of residence and if unavailable, you have the option to move out upon 30 days notice to us. Although an estimated completion date may be specified, we do not guarantee completion date for this construction. We will require this construction to be done in a commercially workmanlike and reasonable manner, and the general hours of this construction will be specified in Section 8 of the Variable Lease Term section.

**9. CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim as otherwise specified in this Agreement, , unless we specifically agree otherwise in writing.

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

**10. CRIME-FREE COMMUNITY.** You and your Associated Parties:

- may not engage in criminal activity on or near your Residence or the Property;
- may not permit your Residence or the Property to be used to facilitate criminal activity;\*
- may not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;

\*Criminal activity” is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents of the Property or neighbors or involving imminent or actual serious property damage. “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]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy.

**11. DAMAGE TO RESIDENCE.** If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable as determined by the applicable governing authority or, if a governing authority is not applicable, by us, either party may terminate this Agreement by giving the other party written notice of election to terminate. In this instance, you will not be subject to the Early Termination Option Fee noted in Section 2 of the Variable Lease Term section. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate Residence). If you or your Associated Parties cause the damage, we will have the right of termination, but you will not have that right, and there will be no Rent reduction.

**12. DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement’s validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the Initial Amounts Due specified in Section 5 of the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you and any payments made under this Agreement will be refunded.

**13. DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

**14. EARLY TERMINATION OPTION.** If indicated in Section 2 of the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in Section 2 of the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in Section 2 of the Variable Lease Term section, and (3) all Rent and Additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in Section 2 of the Variable Lease Term section of this Agreement. The Early Termination Option may be exercised only if you are not in default under this Agreement at the time that you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all lease terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we are aware that you have vacated the Residence before Termination Date, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

**15. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and pursuant to court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs.

**16. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification) and that there are no uncured defaults in our performance. Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate, (2) that there are no uncured defaults in our performance, and (3) any other details specified by us originally requested of you.

**17. FURNITURE MOVING.** You will be responsible for moving furniture and other household goods to or from the Residence in accordance with the times and methods set forth in the Resident Information Guide. Any changes to the moving times will be posted at the Management Office at a minimum. The indemnity obligations set forth in section 7 above (CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES) apply with equal force herein and you shall be solely responsible for any damage caused in connection with the furniture move.

**18. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with the Resident Information Guide. Unless we indicate otherwise in writing, you may not dispose of large items in Property garbage containers and/or areas.

**19. GUESTS.** You may have overnight guests for no more than 14 nights in any month.

Agent’s Initials \_\_\_\_\_

Resident’s Initials \_\_\_\_\_

**20. HARASSMENT.** Resident and people under Resident's control may not harass (sexually or otherwise) Owner's Related Parties and others at the Property. Violation of this provision is a breach of this Agreement and grounds for termination of Resident's tenancy.

**21. INSURANCE. LIMITED PERSONAL PROPERTY INSURANCE PROVIDED BY OWNER.** We provide certain insurance coverage protecting your personal property up to a maximum of \$20,000 subject to a \$ 100 deductible and a general liability policy of \$100,000. You are responsible for the deductible on any covered loss. All risk of direct physical loss or damage located inside the premises on a replacement cost basis is subject to policy exclusions, some of which are as follows:

- a) Theft
- b) Mold/Fungus/Pollution/Contamination
- c) Personal Property Outside Premises
- d) Nuclear

A copy of the insurance policy is available for your review at Management Office if you have any questions about what is and what is not covered under the policy. If you have suffered a loss, review the policy for instructions and follow the claim procedures specified in the policy.

**WE PROVIDE ONLY LIMITED PERSONAL PROPERTY INSURANCE FOR YOU. We strongly recommend that you purchase additional renter's insurance policy to provide additional protection.**

**22. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

**23. LANDSCAPING.** You are responsible for watering and maintaining any landscaping in back and fenced yards. We are responsible for maintaining common areas, front yards and unfenced side yards.

**24. LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, unless the damage was caused by our sole fraud, negligence, violation of law, or willful misconduct.

**25. MAINTENANCE, ALTERATIONS, HOLIDAY DECORATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Owner's Personal Property are in good condition. During your tenancy, you must keep the Residence clean. Any additional appliances owned by Resident must be stored in secure areas. You may not paint, wall paper, or make other alterations to the Residence without our prior written consent. You may not install a fence without prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. Upon request, we will replace fluorescent and high inset lights. You must replace all other light bulbs at your expense. Filters are available to residents at no cost by placing a work order. You must replace them, or contact us to request that we replace them. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing. Attaching items to trees in the community such as rope, tree swings, and hammocks is prohibited. During Holidays periods, outside lighting and decorations must be UL approved and factory listed for outside use. All exterior electrical decorations must be GFI protected and unplugged when residents are away from the home. Decorations, including lighting, for holidays is authorized, but must be installed no earlier than one month prior to the occasion and must be removed no later than two weeks after the occasion. Holiday decorations and outside lighting are prohibited from being placed higher than the edge of the roof gutter. The use of staples, nails, screws, or other mechanical fasteners to attach decorations or lighting to the homes associated structures is prohibited. Decorations must be limited to your rented space and can not be in the common areas.

**26. MAINTENANCE REQUEST.** Requests for repairs and all notices regarding the condition of the Property must be made to the Maintenance Contact listed in Section 4 of the Variable Lease Term section of this Agreement. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move In/Move Out form documenting the condition of the Residence do not constitute a request for repairs; you must make a separate request for maintenance. You may make your requests verbally, in writing or electronically. Please use the phone number specified for the Property Manager in the Variable Lease Term section for urgent maintenance needs; we may not immediately receive email maintenance requests.

**27. MOLD.** Mold consists of naturally occurring microscopic organisms. A certain amount of mold exists in every home and indoor environment. Controlling moisture and proper housekeeping are necessary to limit mold growth as elevated levels of mold growth can damage property and, when in a dry state, can release mold spores that can become airborne like pollen which can result in irritation when inhaled or ingested. Most molds are not harmful to most people but it is believed that certain types and amounts of mold may lead to adverse health effects in some people just as any allergen may cause. To reduce the levels of mold in your home, you specifically agree to:

**KEEP THE PROPERTY CLEAN**

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

**CONTROL MOISTURE IN THE PROPERTY AND INCREASE AIR CIRCULATION**

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the dryer vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

## PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying the presence of elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to conduct an inspection (both visually and by smell) for the presence of mold growth inside the Residence at least once per month and immediately report to us any findings of mold or suspect mold conditions. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilet, bathtub, shower, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

## YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tub, shower, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

## YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the property that may contain any elevated levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container of more than 25 gallons.

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless we otherwise agree or the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, and mold conditions in the Residence or Property as soon as you obtain them. Violation of any of the provisions of this section will be a material breach of this Agreement.

**28. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must (a) complete the Inventory/Move In/Move Out form; (b) give us all of your keys and other opening devices to the Residence, including any common areas; (c) surrender the Residence to us empty of all your personal property and persons; (d) vacate all parking and storage spaces, if any; (e) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted; (f) clean the Residence to the level of cleanliness as received; (g) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

**29. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Associated Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

**30. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, disputes with other Residents, bad health or any other reason unless we agree otherwise in writing or unless specified in Termination by Resident Before Expiration of Term paragraph of this Agreement below. We may grant or withhold consent to a release in our sole discretion unless otherwise specified in the Termination by Resident Before Expiration of Term paragraph below.

**31. OCCUPANTS.** The Residence may be occupied only by the Residents and Occupants specified above in Section 3 of the Variable Lease Term section. If a guest remains in the home for more than fourteen (14) days, they must gain approval to be added to the lease through the appropriate procedures.

**32. PARKING VEHICLES.** You may park on the Property only in your driveway or garage. You may not park on the Residence's grass, other landscaped areas, or common areas. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. Vehicles not kept in compliance with the California law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; or (N) is parked in a designated visitor or office parking space. Residents and guests

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_



are not allowed to perform vehicle maintenance. Car washing is prohibited. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Associated Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle. Parking spaces may not be available for guests or they may be limited in number and location. Operate your vehicle safely and limit your vehicle's speed to the posted speed limit signs within the Property. You must immediately vacate and remove all vehicles from the Property (a) after service of any notice allowed by law; and (b) at the earlier of the Termination Date or the date that you vacate the Residence. Recreational vehicles (RV's), ATV's, snow mobiles, wave runners, boats, any type of trailer, and anything similar in nature are not allowed on the property for periods exceeding 24 hours. If the vehicle moves locations but is still on the property it is subject to tow at the owner's expense. Recreational vehicles stored on the property for the 24 hour allowed period must be legally parked and not block the flow of traffic. Sale of vehicles on the property is prohibited. For storage information please reference <http://monterey.pinnaclefamilyhousing.com/>.

**33. PETS.** You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets, and all fish tanks that hold more than twenty five (25) gallons of water. We grant you permission to keep any pets listed above as an "Authorized Pet" **Permission** will not be granted for more than four pets, dog(s) or cat(s) two of which must be less than 25 pounds. Small birds, fish, hamsters, turtles, guinea pigs, and gerbils which are properly caged in a domicile designed for their habitation must be limited in number to not more than 4 per Residence and likewise need prior written consent.

If any pets are authorized, you agree to follow the following:

- The indemnity obligations set forth in section 7 above (CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES) apply with equal force herein and you shall be solely responsible for any damage, personal injury or claims arising from your pet's activities just as you would for your Associated Parties.
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. Your liability will not be limited by the security deposit. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Keep the grounds clean and sanitary. Front yard, back yard, and common areas must be kept clean of pet droppings. Residents must pick up and properly dispose of animal waste in their yard and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. Failure to do so may lead to eviction. You may not simply turn out your pet and recall it at your convenience. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- Pets must be spayed or neutered, and licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property. You must promptly treat the home, yard and pet to eradicate any fleas or other pests. Keeping your pet on a prevention program for fleas is highly recommended.
- You will be responsible for confining your pet if we or our Related Parties need access to the Residence.
- Pets must remain inside the Residence or within the fenced yard area unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. Pets may not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the back yard if unattended. Residents are responsible for securing the backyard to insure their pet cannot get out. Food and a five gallon minimum of water are to be left out for pets if they will remain outside for an eight hour period.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center, playground, tot lots or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
- You agree to indemnify and save Landlord's Parties harmless from all liability relating to your pets.
- Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that disturbs others whether inside or outside the Residence, or constitutes a problem (potential or actual) to neighbors or others, , or prevents the Landlord's agents and employees from properly performing their duties, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the lease, allowing us to terminate your tenancy.
- Residents required to remove pets from owner property will be prohibited from acquiring other additional pets during their remaining term of. Giving or selling a nuisance pet to another occupant residing on the property is prohibited.
- Residents may be responsible for any fees incurred from removal or disposal of pets by the local authority.

Exotic animals are prohibited on the property. Exotic animals include (but are not limited to): Reptiles, rodents (other than hamsters, guinea pigs, and gerbils), ferrets, hedgehogs, skunks, rats, raccoons, squirrels, pot bellied pigs, monkeys, arachnids, any farm animal

After April 1st, 2009, property owner will not grant permission for any new dogs of the following aggressive or potentially aggressive breeds ("the restricted breeds"): American Bull Terrier, Pit Bull (American or English Staffordshire Bull Terrier), Chows, Doberman Pinscher, Rottweiler, and Wolf Hybrid. Any dog with a mix of the restricted breeds or determined by the local Veterinarian Treatment Facility of having distinguishing traits of these breeds in its makeup, is included in these breeds. Prohibition also extends to other dogs that demonstrate a propensity for dominant or aggressive behavior as indicated by any of the following types of conduct:

- Unprovoked barking, growling, or snarling at people approaching the animal
- Aggressively running along fence lines when people are present
- Biting or scratching people
- Escaping confinement or restriction to chase people

**34. POOL/SPA.** If the Property has a pool or spa, you may use them only during posted hours. Children the age of fourteen (14) and under must have adult supervision in the pool and spa. Drinks must be served in unbreakable containers, and no alcoholic drinks or food is allowed in the pool area. Be considerate of others. Don't be excessively noisy, rowdy, cause a nuisance, damage personal property, or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen. Violation of any of this provision could result in prohibition as determined by the Property Manager. Personally owned pools are limited to small wading pools, not to exceed 18 inches in depth and 8 feet in diameter. Personally owned pools must be emptied when not in use and stored immediately after use. Residents agree to be responsible for all personal pools and anyone using these pools. Personally owned pools and hot tubs are not allowed.

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

35. **POSTED SIGNS AND INSTRUCTIONS FROM OWNER.** You must obey all posted signs on the Property and instructions from us.
36. **POSTING FLYERS.** Flyers may be posted only in designated areas, if any. If flyers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
37. **RELOCATION/REASSIGNMENT.** We reserve the right to relocate you in accordance with the terms of this Agreement. Relocations or reassignments directed by us for our convenience will be at no cost to you. You will be responsible for relocation due to habitability deficiencies caused by you or your Associated Parties. In such event, you will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.
38. **REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
39. **RESIDENT INFORMATION.** Resident information can be found on property website. It should be viewed on a regular basis because it is subject to change with or without notice to you. Policies and Guidelines are available on the website in the document center and/or helpful information section.
40. **SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
  - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal
  - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof.
  - You must install, maintain and remove the satellite dish in a manner which is consistent with local industry standards or any specific guidelines provided by the property manager and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
41. **SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with (a) an operable dead bolt lock on each main swinging entry door of the Residence and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, dial 911 (if appropriate).
42. **SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s), and you will be responsible for testing the device(s) periodically and immediately reporting any repair needs to us. If the Residence is equipped with a carbon monoxide detection device, you will be responsible for testing the device periodically and immediately reporting any repair needs to us. You will be held in breach of contract if you disable any of these device(s) and will be held financially responsible for any damage that arises due to the tampering of the device(s).
43. **SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. You and your Associated Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Associated Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of your or your Associated Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free is dependent on voluntary compliance by you and others. Furthermore, we reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.
44. **TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge a substantial fee to change telephone service from another company to their own and you will be responsible for those fees. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with such service.
45. **TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, repairs or renovations. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate Residence.
46. **TERMINATION BY OWNER BEFORE EXPIRATION OF TERM.** Owner may terminate this Agreement before the Termination Date specified on Section 2 of the Variable Lease Term section if:
- a. The Monterey, CA area ceases to be the duty station of all Residents
  - b. All Residents die or retire
  - c. You or your Associated Parties misuse or illegally use the Property or if the conduct of any Resident or your Associated parties is detrimental to the community's safety, health or morale
  - d. You have not properly cared for or damaged the Residence or Property

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

- e. All Residents are absent from the Property for more than 20 weeks. Exceptions may be granted by Owner.
- f. You were originally receiving BAH, are deployed and no Residents are receiving BAH any longer
- g. All Residents are moved to another Residence
- h. All Residents abandon the Residence and cease to reside personally in the Residence
- i. You or your Associated Parties use the Residence for commercial, illegal or immoral purposes
- j. If your dependent or marital status changes. You must advise us immediately of any change in marital or dependant status.
- k. You fail to take possession of the Residence within 14 days of the Commencement Date, or if the Residence is not available for occupancy on the Commencement Date, within 14 days of the date the Residence is available for occupancy.

**47. TERMINATION BY RESIDENT BEFORE EXPIRATION OF TERM.** If you intend to terminate this Agreement before the Termination Date (listed in Section 2 of the Variable Lease Term section), for other reasons than previously stated in this Agreement, you must submit a request in writing specifying the reason for the request to us. We may grant or deny your request in our sole discretion.

You may also terminate this Agreement before the Termination Date specified on Section 2 of the Variable Lease Term section without penalty, and we agree to terminate this Agreement, if:

- a. You receive orders for a permanent change of station; or
- b. You receive orders to deploy for a period of at least 90 days; or
- c. You are discharged or released from active duty with the armed forces of the United States or the Coast Guard; or
- d. You die during active duty (in which case an adult member of your immediate family or personal representative of the estate may exercise this right).
- e. In addition, if you are a servicemember, you will have the right to terminate this Agreement as provided in the Servicemembers' Civil Relief Act, as will your dependents as provided in the Servicemembers Civil Relief Act. To exercise your rights under the Servicemembers' Civil Relief Act, you (or, in the case of your death, an adult member of his or her immediate family or personal representative of the estate) must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15<sup>th</sup>, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist in part of (i) your military identification, (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants termination. Military permission for base housing does not constitute a permanent change-of-station order. We may reduce or waive the thirty (30) day advance notice period under special circumstances.

You may also terminate this Agreement before the Termination Date if you are buying a house, but you must give us at least 30 days advance notice.

If you terminate this Agreement early for one of the reasons described above, then you will not be responsible for rent after the revised Termination Date. However, you will still be responsible for turning over the Residence in accordance with the terms of this Agreement.

If you would like to terminate this Agreement before the Termination Date for any other reason then described above, you must submit a request in writing. We may agree or reject your request in our sole discretion. If we agree, we may choose to make our agreement conditioned upon payment of an Early Termination Fee in the amount specified on Section 2 of the Variable Lease Term section, together with any outstanding rent or other amounts owed to us under this Agreement.

**48. USE.** The Residence may be used as a personal residence only and not for any business or commercial use, unless we are prohibited from restricting such use by State or Federal law. However, you may maintain a personal home office as long as the home office use does not involve (1) people coming to the Residence for business purposes, or (2) selling goods or services from the Residence. Businesses such as Mary Kay, Avon, Pampered Chef, and other similar businesses are approved through the Exception to Policy Process. In accordance to Federal regulation, housing can be used as an authorized Family Child Care (FCC). Residents must contact the Child and Youth Services office for certification and approval. Residents providing FCC in their homes agree to name Landlord as an additional insured under Resident's insurance policy. The indemnity obligations set forth in section 7 above (CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES) apply with equal force herein and you shall be solely responsible for any damage, personal injury or claims arising from your use as an FCC provider.

**49. UTILITIES.** You are responsible for telephone, cable and internet. The building is wired for cable and internet access. We will pay for either all or a baseline usage of gas, electric, water, sewer, and trash as specified above in Section 11 of the Variable Lease Term Section. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Baseline amounts are established monthly. If our obligation is limited to baseline amounts, any overage in usage charges for electricity and gas services will be your responsibility. Overages of \$15 or more will be billed to you and you must pay them within the time period specified on the bill. Overages of less than \$15 will be carried forward to the next month's utility billings unless your tenancy is terminated, in which case the overages will immediately become due and payable. If you do not pay an overage of \$15 or more when due, and you receive BAH, your BAH will automatically be applied to the outstanding utility balance, causing your next payment for rent to fall short of the amount due. All BAH will be applied first to utilities and then to rent. If you use less than baseline amounts, you will receive the difference between your use and the baseline amount. Refunds of \$15 or more will be paid by check. Refunds of less than \$15 will be credited toward your next month's utility charges. You must comply with all energy conservation efforts that we implement. All materials relating to the Department of Defense (DoD) energy conservation program can be found on the property website.

**50. VIOLATION NOTICE PROCESS.** Unless otherwise specified, if a resident violates community policies, the following process will occur. The landlord reserves the right to skip portions of this process based on the severity of the violation. In addition, violations may not be delivered according to the attached timeline but in no way does this condone the behavior or lessen the policy.

1. Violation notice will be delivered in the Resident mailbox or posted on Residents door in a sealed envelop and a copy will be kept in the residence file. Resident has 48 hours to correct the violation.
2. Warning letter will be issued if the violation has not been corrected after the first notice is delivered. Resident will have 24 hours to correct the violation.
3. Three day to perform conditions and/or covenants or quit will be issued – If after both earlier notices have been ignored by the residents, a three day notice will be issued and the resident will be contacted. Failure to adhere to this final notice could result in legal action taken against the residence.

**51. WATERBEDS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, and installation and maintenance in accordance with industry standards.

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

**52. WEAPONS.** Possession of firearms, ammunition, government-owned arms or other ordnance equipment or weapons in the Residence is prohibited and will be deemed a material non-curable breach of this Agreement and this Agreement may be terminated unless they are registered with the local or federal police department and are maintained in a safe and secure manner.

**53. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window sill which are visible from the outside.

## **F. DISCLOSURES AND NOTICES:**

**1. ASBESTOS.** Asbestos is a chemical known to the state of California to cause cancer. If the Variable Lease Term section indicates that the Property or Residence may contain asbestos, you should be aware that disturbing or damaging certain interior Residence or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (vi) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if any of the above situations occur.

Any knowledge that we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available records or reports pertaining to asbestos in the Residence or Property are identified and are available for your review.

**2. LEAD WARNING INFORMATION.** If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

**3. REGISTERED SEX OFFENDERS 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.mcjanslaw.ca.gov](http://www.mcjanslaw.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.

## **G. BREACHES AND REMEDIES:**

**1. RESIDENT DEFAULT.** Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement. You will be in material default under this Agreement, and we may terminate this Agreement before the Termination Date if:

- you, in the act of apparent abandonment and as a result of voluntary action, cease to reside personally in the Residence;
- you fail to pay Rent, or any other charge required to be paid by you, as and when due, or you are in default under any of the covenants, terms or conditions of this Agreement.
- you breach any other obligation under this Agreement;
- you have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.
- you misuse the Residence in a way or you and your Associated Parties conduct themselves in a way which is detrimental to community safety and health;
- you damage the Residence or do not properly care for the Residence; or
- you use the Residence for illegal activities or for commercial transactions not permitted in advance in writing by us.

Failure to cure a default or breach of this Agreement may result in your eviction. All notices and eviction procedures will be documented, delivered and executed in accordance with California Landlord Tenant laws.

**2. REMEDIES.** If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the term, minus amounts that we reasonably could have avoided.

**3. CUMULATIVE REMEDIES.** All remedies specified in this Agreement for noncompliance are cumulative.

**4. DAMAGES FOR FAILURE TO VACATE.** If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

**5. ATTORNEY FEES.** In any legal action brought by either party to enforce the terms of this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees up to fifteen thousand dollars (\$15,000.00). We will be entitled to reasonable attorneys' fees and all other costs incurred preparing and serving notices to you (and/or consultations with attorneys in connection with preparing and serving notices), whether or not legal action is brought in connection with the default up to fifteen thousand dollars (\$15,000.00).

**6. EXCEPTIONS TO POLICIES.** If you would like to request an exception to policy, you must complete an exception to policy form (this can be found at your local Resident Services office or at <http://monterey.pinnaclefamilyhousing.com/>). No verbal agreements will be honored as we want to ensure that all exceptions to our policies are documented in writing. The nature of the exception to policy will determine who grants/denies the exception.

**The Pinnacle Realty Community Director grants approval for:**

- Resident Information Guidelines exceptions

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_

- Payment arrangements
- Facilities Rentals
- Alterations to homes
- Exceptions to any section of the signed Residential Occupancy Agreement
- Any other non-listed exception to policy request

**The Residential Communities Initiative (RCI) coordinates with Pinnacle and the office staff of the Presidio of Monterey (POM) Garrison Commander to grant approval for:**

- Determining special status i.e. Key and Essential, EFMP, etc.
- Determining priority placement or any variance of an incoming resident
- Approving the ability to select a home without meeting all criteria as listed in the incoming military policy
- Approving a Service member to live in an area not designated for their rank band
- Denying housing to a Service member for any reason other than violating the Residential Occupancy Agreement

Other than listed above, all policy exceptions are at the discretion of the Property Manager.

**7. DISPUTE RESOLUTION PROCESS (Current Residents Only).** If you feel that the process that is documented in the Agreement or Resident Information Guidelines was not followed, you may use the following dispute resolution process:

- Speak with the Community Manager.
- If the dispute still has not been resolved, you may request a meeting with the Community Manager and the Community Director.
- If the issue still has not been resolved, you may request a meeting with the RCI office staff.
- If the issue still has not been resolved, you may make a final appeal to the Dispute Resolution Board by filing a formal dispute claim. The Dispute Resolution Board consists of the Command Sergeant Major, the NPS Command Representative, the RCI Project Manager, the Monterey Bay Military Housing Project Director and the Pinnacle Investment Manager.

NOTE: The dispute resolution process may not be used as an attempt to change policy. The dispute resolution process is available to current residents only.

## **H. AGREEMENT INTERPRETATION:**

- 1. AMENDMENT.** This Agreement may not be amended or altered except by a written agreement, signed by you and us.
- 2. CONSTRUCTION.** The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.
- 3. INTEGRATION.** This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.
- 4. PARTIAL INVALIDITY.** If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.
- 5. SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.
- 6. TIME IS OF THE ESSENCE.** Time is of the essence as to each obligation to be performed under this Agreement.
- 7. VERBAL REPRESENTATIONS.** You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement. Pinnacle does not honor or participate in any verbal agreements. Accordingly, any changes to this Agreement must be set forth in writing executed by Pinnacle and Resident.
- 8. WAIVER.** Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.
- 9. CHOICE OF LAW.** You and we agree that this Agreement and the contractual relationship between the parties will be construed and governed exclusively in accordance with California Landlord-Tenant Law.

**If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.**

**Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date per Section 2 of the Variable Lease Term section.**

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

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

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

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

Agent's Initials \_\_\_\_\_

Resident's Initials \_\_\_\_\_