



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 6/18)

Date 09/01/2018, John Doe, Sally Doe Joe Landlord ("Landlord") and ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 123 Fake St, Riverside, CA 92508 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: John Doe, Sally Doe, Jason Doe (son), one (1) dog "Samson", and no other persons or pets.
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance _____.

2. TERM: The term begins on (date) September 1, 2018 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease:** This Agreement shall terminate on (date) August 31, 2019 at 6:00 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,900.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to 1st Rate Rentals, wire/electronic transfer, or other _____.
- (2) Rent shall be delivered to (name) 1st Rate Rentals (whose phone number is) (951)328-9090 at (address) 19340 Jesse Lane Suite 110, Riverside, CA 92508, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 9:00 and 6:00 on the following days Monday - Friday, Saturday).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$2,400.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (_____) (_____) _____

Landlord's Initials (_____) (_____) _____

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5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by [] personal check, [] money order, or [X] cashier's check, [] wire/ electronic transfer.

Table with 6 columns: Category, Total Due, Payment Received, Balance Due, Date Due, Payable To. Rows include Rent from 09/01/2018 to 09/30/2018, Security Deposit, and Total \$4,300.00.

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses... B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment.

7. PARKING: (Check A or B)

- [X] A. Parking is permitted as follows: No boats, trailers, R.V's, unlicensed or disabled vehicles are to be parked in the driveway or on the street. No oil stains shall be in driveway or street. OR [] B. Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

- [X] A. Storage is permitted as follows: no visible storage to public. The right to separate storage space [] is, [] is not, included in the Rent charged pursuant to paragraph 3. OR [] B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: except, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord.

- [] A. Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms. [] B. Gas Meter: The Premises does not have a separate gas meter. [] C. Electric Meter: The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- [X] A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: Please see move-in addendum. [X] B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO). [] C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) [] within 3 days after execution of this Agreement; [] prior to the Commencement Date; [] within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MIMO to Landlord within 3 (or []) days after Delivery.

Tenant's Initials () ()

Landlord's Initials () ()



- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain **electric, gas, water, sewer, cable, internet, etc... All utilities** _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS:

Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees 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, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
 - 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
 - 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials (____) (____)

Landlord's Initials (____) (____)



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within ... days or ...
OR
2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or On move-in per first page: key(s) to Premises, remote control device(s) for garage door/gate opener(s), key(s) to mailbox, key(s) to common area(s).
B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

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

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials () ()

Landlord's Initials () ()



23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

- A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5** (or _____) **calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) Carpets to be professionally steam cleaned. house to be cleaned, pay all utilities in full, .
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

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

29. INSURANCE: A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials (____) (____)

Landlord's Initials (____) (____)



32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord:
C/O 1st Rate Rentals
19340 Jesse Lane Suite 110
Riverside, CA 92508

Tenant: John Doe, Sally Doe
123 Fake St.
Riverside, Ca 92508

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

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

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

35. MEDIATION:

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

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

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

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

A. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

- 1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 2. Premises is a house. Tenant is responsible for periodic pest control treatment.

C. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

G. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials (____) (____)

Landlord's Initials (____) (____)



39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) 1st Rate Rentals
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) 1st Rate Rentals
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

41. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

43. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

44. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

45. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:

- Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 - Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)
 - Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)
- Other: _____

46. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

47. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

48. The Premises is being managed by Owner, (or, if checked):

- Listing firm in box below
- Leasing firm in box below
- Property Management firm immediately below

Real Estate Broker (Property Manager) 1st Rate Rentals DRE Lic # 01033580

By (Agent) _____ DRE Lic # _____

Address 19340 Jesse Lane Suite 110, Riverside, Ca. 92508 Telephone # (951)328-9090

Tenant's Initials () ()

Landlord's Initials () ()



49. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant _____ Date _____

Print Name John Doe

Address 123 Fake St. City Riverside State CA Zip 92508

Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____

Print Name Sally Doe

Address 123 Fake St. City Riverside State CA Zip 92508

Telephone _____ Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

50. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord _____ Date _____ Landlord _____ Date _____

Joe Landlord

Address 19340 Jesse Lane Suite 110, Riverside, CA 92508

Telephone (951)328-9090 Fax (951)328-8629 E-mail 1stratemv@gmail.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 40.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) 1st Rate Rentals DRE Lic. # _____

By (Agent) _____ DRE Lic. # 01033580 Date _____

Address 19340 Jesse Lane Suite 110 City Riverside State CA Zip 92508

Telephone (951)328-9090 Fax (951)328-8629 E-mail 1stratemv@gmail.com

Real Estate Broker (Listing Firm) 1st Rate Rentals DRE Lic. # 01033580

By (Agent) _____ DRE Lic. # 01033580 Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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BED BUG DISCLOSURE
(C.A.R. Form BBD, 6/17)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated September 1, 2018, on property known as 123 Fake St, Riverside, CA 92508

in which John Doe, Sally Doe is referred to as ("Tenant")
and Joe Landlord is referred to as ("Landlord").


INFORMATION ABOUT BED BUGS:

1. Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. Common signs and symptoms of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____	Date _____
Tenant <u>John Doe</u>	Landlord <u>Joe Landlord</u>
Tenant <u>Sally Doe</u>	Landlord _____

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BBD 6/17 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)





TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, 6/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [] Residential Lease After Sale, [] Other _____, dated September 1, 2018, on property known as 123 Fake St, Riverside, CA 92508, in which John Doe, Sally Doe is referred to as ("Tenant") and Joe Landlord is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

- 1. [] The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply: A. The owner has actual knowledge of that fact. B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding. C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance. D. The owner currently carries flood insurance. 2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov). 3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. 4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Tenant _____

Landlord _____

John Doe

Joe Landlord

Tenant _____

Landlord _____

Sally Doe

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PET ADDENDUM
(C.A.R. Form PET, 11/13)

The following terms and conditions are hereby incorporated in and made a part of the [X] Residential Lease or Month-to-Month Rental Agreement, [] other
dated 09/01/2018, on property located at (Street Address) 123 Fake St
(Unit/Apartment) (City) Riverside (State) CA (Zip Code) 92508 ("Premises"),
in which John Doe, Sally Doe is referred to as "Tenant"
and Joe Landlord is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

PET ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Landlord herewith grants permission for Tenant to have the following pet(s) only on the Premises: 1 bulldog "Samson"
subject to the following terms and conditions:

- 1. Tenant is not allowed to have any other pets on the Premises other than those designated above, including any pets that are "just visiting."
2. Tenant represents to Landlord that the pet(s) is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
3. Tenant agrees that the pet(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant further agrees to provide proof of licensing and vaccination upon Landlord's or agent's request.
4. Tenant is responsible for compliance with all local laws and regulations relating to the pets.
5. Tenant agrees to clean up after their pet(s) and properly dispose of all waste.
6. Tenant agrees to keep Premises free from pet odor and stain.
7. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
8. If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
9. Permission to have a pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the pet(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by their pet(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of pets.
11. Tenant agrees to indemnify and hold Landlord and Landlord's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's pet(s).
12. [X] Tenant agrees to carry renter's insurance which includes coverage for pet ownership.
13.

By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.

Tenant (Signature): Date:
(Print Name) John Doe Date
Tenant (Signature): Date:
(Print Name) Sally Doe Date
Landlord (Signature): Date:
(Print Name) Joe Landlord Date

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**WATER HEATER AND SMOKE DETECTOR
STATEMENT OF COMPLIANCE
(C.A.R. Form WHSD, Revised 11/10)**

Property Address: 123 Fake St, Riverside, CA 92508

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller _____ Joe Landlord _____ Date _____
(Signature) (Print Name)

Seller _____ _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer _____ John Doe _____ Date _____
(Signature) (Print Name)

Buyer _____ Sally Doe _____ Date _____
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller _____ Joe Landlord _____ Date _____
(Signature) (Print Name)

Seller _____ _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer _____ John Doe _____ Date _____
(Signature) (Print Name)

Buyer _____ Sally Doe _____ Date _____
(Signature) (Print Name)

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WHSD REVISED 11/10 (PAGE 1 OF 1)

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (C.A.R. Form LRM, Revised 6/16)

The following terms and conditions are hereby incorporated in and made a part of the [X] Residential Lease or Month-to-Month Rental Agreement, [] Other _____, dated 09/01/2018, on property located at (Street Address) 123 Fake St (Unit/Apartment) _____ (City) Riverside (State) CA (Zip Code) 92508 ("Premises"), in which John Doe, Sally Doe is referred to as "Tenant" and Joe Landlord is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

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

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

Tenant (Signature) _____ Date _____

Tenant (Print name) John Doe _____

Tenant (Signature) _____ Date _____

Tenant (Print name) Sally Doe _____

Landlord (Signature) _____ Date _____

Landlord (Print name) Joe Landlord _____

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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LEASE AGREEMENT ADDENDUM

1. **SECURITY DEPOSIT:** Unless otherwise notified, security deposits will be held in a trust account managed by 1st Rate Rentals. Any property damage, neglect, and/or violations and unpaid bills directly caused by tenant will be charged and deducted from security deposit at time of move-out. Additionally, any fees associated with legal actions, such as unlawful detainer, will be charged against the tenant and deducted from security deposit. Furthermore, unpaid late fees will be collected from security deposit at time of move-out. **Finally, security deposit is not considered rent and should not be treated as such.** 1st Rate Rentals will not use security deposit as last month's rent. Failure to pay rent for every month of your agreed upon contract will result in eviction.

RENT

1. **PAYMENT:** Rent is to be paid either by Cashier's Check, Postal Money Order, or via 1st Rate Rental's online tenant portal. Access to the tenant portal is granted to tenants meeting specific credit or payment history requirements. **1st Rate Rentals will not accept cash for rental payment at any time.**
2. **LATE FEES:** Rent is due by the 3rd of every month, unless special arrangements have been made. Late fees are prorated starting at thirty (\$30) dollars on the 4th of the month and increasing seven (\$7) dollars daily to a maximum of one-hundred (\$100) dollars by the 14th of the month.
3. **LEASING:** Three (3) or more late rent payments could result in non-renewal of lease and reporting to credit bureau.
4. **AGREEMENTS:** Tenant may not make any agreement, without written permission from 1st Rate Rentals, to enter into a contract, modify current contract, adjust rent amount, payee or payment location; and/or negotiate the purchase of rental property with the property landlord or his/her agent.

GENERAL OCCUPANCY

1. **UTILITIES:** Unless otherwise noted, tenants are responsible for all property utilities (i.e., water, trash, gas, electric, sewer). Tenant must transfer property utilities into their name on or before their scheduled move-in date. Failure to transfer utilities will result in a daily twenty-five (\$25) dollar fine until utilities have been transferred. Furthermore, all utilities must remain on for the duration of the lease. Tenant is not responsible for HOA dues.
2. **HOA and CC&R:** Tenant must abide all HOA and CC&R regulations. Any fines incurred by such violations will be billed to the tenant. Excessive violations may result in non-renewal of lease.
 - a. **HOA amenities:** Properties located in HOAs with community amenities will have those amenities extended to the tenant at no additional charge. Tenants will be responsible to acquire HOA identification cards and keys. Additionally, tenants will be responsible to return HOA identification cards and keys. Failure to return HOA identification cards and keys will result in replacement fees being charged to tenant security deposit upon move-out.
3. **OCCUPANTS: Only those listed on the rental application and lease agreement may reside in the property. The addition of occupants above and beyond those listed on the lease agreement are subject to landlord approval.**
4. **MAILBOX:** Properties with keyed mailboxes may not have keys provided to tenants at move-in. Tenants are required to obtain keys from post office. Any fees associated with procurement of mailbox keys will be reimbursed by 1st Rate Rentals once invoice is remitted.

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5. **PETS: NO PET PROPERTIES CAN NOT HAVE A PET ON OR ABOUT THE PROPERTY AT ANY TIME.** Pet friendly rentals may maintain pets listed on rental application in and at the property site. Under no circumstance may renters have any pets listed on the "Unacceptable Pets" addendum in or at the property site. Renter's insurance is required for any tenant that owns dogs. **By signing this addendum you agree to hold harmless 1st Rate Rentals and the landlord of the property you are renting for any lawsuits and/or medical bills relating to or caused by your pets to yourself and/or others.**
6. **FIREPLACE:** Tenants are responsible to verify fireplace operation and if fireplace operates via gas or traditional wood. Moreover, tenants are required to abide all city, town, and/or municipal regulations regarding the burning of wood in fireplace. Landlord is not required to provide gas logs for gas fireplaces.
7. **CURTAINS & BLINDS:** Any and all curtains and blinds in property at time of move-in are provided as a courtesy. Landlord will not guarantee operation of curtains and blinds and may or may not repair them should repairs be required. If no curtains and blinds are present at the time of move-in, landlord may or may not install them. Should tenant wish to change curtains or blinds installed at property they may do so with under the stipulation that they be returned at move-out.
8. **GENERAL CONDITION:** Tenants are responsible to maintain the property in a similar condition to which it was received. Property damage and/or excessive wear and tear will be repaired by 1st Rate Rentals or its designated agents and charged against tenant security deposit upon move-out.
 - a. **Wear & Tear:** Wear and tear is defined as minimal nail holes or wall patching and minimal dirt/stains and wear on carpet and flooring. Damage to appliances, cabinets, light fixtures, windows blinds and screens, and/or holes larger than a dime are not considered wear and tear.
9. **GENERAL MAINTENANCE:** Tenants are responsible for general usage maintenance at property. General usage maintenance includes light bulbs, air filters, and water filters on properties that include under sink water filtration systems. Air filters should be replaced a minimum of twice a year.
10. **REPAIRS:** Any maintenance or necessary repairs required must be submitted to 1st Rate Rentals for repair. Repair requests must be submitted to 1st Rate Rentals within a timely manner to prevent additional damage. Tenants may be held responsible for additional damage caused by failure to report property issues. If tenant makes a repair(s) without 1st Rate Rentals or Landlord approval the tenant may not be reimbursed.
 - a. **30-Day Rule:** After thirty (30) days of occupancy the tenant will become responsible for broken sprinkler heads and insects/rodents in and around the home.
 - b. **Plumbing:** Plumbing stoppages found to be tenant caused (excessive food in garbage disposal or tampons/toys/other objects in toilet, for example) will be considered a tenant responsibility and charged to tenant accordingly.
 - c. **Emergencies:** Emergency repairs such as pipe bursts, gas leaks, and roof leaks must be repaired immediately. If tenants are unable to contact 1st Rate Rentals they are allowed to repair the issue with a licensed contractor. Tenants will be reimbursed by 1st Rate Rentals for the repair.
 - d. **Home Warranty Service Fee:** Many of 1st Rate Rentals' properties carry a home warranty. These warranties cover most property repairs. However, these warranties often require a "service" or "trip" charge that ranges from forty-five (\$45) to seventy (\$70) dollars and is required to be paid at the time of the service call. In the event of these charges, tenants are expected to pay warranty contractor service call fee and submit invoice to 1st Rate Rentals for reimbursement.
11. **LANDSCAPE:** Unless otherwise noted, 1st Rate Rentals' properties do not include a monthly landscaping service. Tenants are responsible to maintain property landscape in a similar condition to which it was received.
12. **RODENTS & INSECTS:** Rodents and insect infestations are often the cause of poor cleanliness. If rodents or insects are discovered in the property within the first thirty (30) days of occupancy, 1st Rate Rentals will send out the appropriate contractor to remedy the problem. After thirty (30) days of occupancy, the tenant becomes responsible.

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- 13. SECURITY SYSTEMS:** Unless otherwise noted, 1st Rate Rentals' properties do not include a monthly security system subscription. Properties with security systems installed will not have active service. Tenant may, at their own expense, initiate service. If property has a security system installed and landlord agrees to pay monthly subscription fee, tenants are responsible to pay any fees incurred due to false alarms. Properties without security systems installed can have a system installed, at tenant's expense, with landlord approval.
- 14. VEHICLES:** The total number of vehicles that may reside at the property may not exceed the total capacity of the property's garage and driveway. Vehicles may not be parked on the street for durations exceeding three (3) days or city or HOA ordinances. At no time may a vehicle be parked on the property's lawn.
- Boats & RVs:** Properties with a designated boat and/or RV parking space may maintain a boat or RV in designated parking space. Properties without a designated boat and/or RV parking space may not at maintain a boat or RV at the property site.
 - Disabled vehicles:** Under no circumstance may a disabled (i.e., non-running or non-registered) vehicle be permanently parked on property driveway. Disabled vehicles must be parked in property garage.
 - Vehicle maintenance and repairs:** Under no circumstance may vehicle maintenance and/or repairs be completed in property garage or driveway unless maintenance and repairs are completed within twenty-four (24) hours. Tenant is responsible for any garage floor or driveway staining due to vehicle maintenance and/or repairs.
- 15. SUBLETTING:** Under no circumstance may tenants sublet part or all of the property. Adding rent-contributing household members must be approved by 1st Rate Rentals and property landlord. Additional rent-contributing household members will be required to complete a 1st Rate Rentals application and provide all required screening documents including having a credit report run.
- 16. INSURANCE:** 1st Rate Rentals' properties do not include renter's insurance. It is strongly advised that tenants purchase renter's insurance to protect against damage, loss, and/or theft of personal property. Tenant will be responsible to pay landlord insurance co-pay and/or deductible if tenant caused damage requires a property insurance claim.
- 17. HOME-BASED BUSINESS:** Unless preapproved by 1st Rate Rentals, tenants may not operate a home-based business out of the rental property. Similarly, tenants may not list or use rental property as a business address.

LEASING

- INITIAL:** 1st Rate Rentals' properties are all subject to a minimum of a one (1) year initial lease term. Lease terms in excess of one (1) year must be negotiated at time of lease inception and are not guaranteed.
- RENEWAL:** After the initial lease period, leases may be extended, upon mutual tenant-landlord agreement, for an additional one (1) year or more. Additionally, leases may be converted to month-to-month leases at tenant request with landlord approval.
- NON-RESPONSE:** Failure to respond to the lease renewal questionnaire may cause the lease agreement to become month-to-month after initial lease period. The rent will increase \$100.00 per month and may result in a thirty (30) day notice to vacate.
- REQUEST TO VACATE:** Tenants are required to provide a written thirty (30) day notice of intent to vacate at lease expiration. Tenants are responsible to reside in the property for the duration of their lease. Should a tenant wish to vacate prior to lease expiration, tenant will be responsible to pay rent until a new tenant can be secured. Additionally, tenant may be charged a portion of fees associated with the cost of locating new tenant. Failing to honor the duration of the lease will result in tenant liability for remainder of monthly rent in addition to fees associated with locating and placing a new tenant in the property. Liability exceeding tenant security deposit will be collected via a personal judgment against tenant.

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5. **SHOWING & RE-RENT:** 1st Rate Rentals will be allowed to show the interior of the property with twenty-four (24) hour prior notice once tenant submits notice to vacate. Additionally, 1st Rate Rentals reserves the right to place a rental sign in front yard of property. 1st Rate Rentals will not place a lock box at property site without tenant approval.

INSPECTIONS

1. **MOVE-IN:** A move-in inspection with photos will be completed prior to tenants acquiring property keys. Tenants may request to be present during inspection. Tenants will be provided a copy of inspection report along with all photos taken during move-in inspection.
 - a. **48-hour damage exemption:** Tenants have forty-eight (48) hours from receipt of move-in inspection report and photos to review inspection and property for accuracy of non-tenant caused damage. Any omissions on report must be reported to 1st Rate Rentals within forty-eight (48) hours to be updated on 1st Rate Rentals move-in inspection report.
2. **ANNUAL: 1st Rate Rentals completes mandatory annual inspections at the time of lease renewal.** Annual inspection consists of previewing interior and exterior of property. Interior and exterior photos will be taken during inspection. Properties with excessive wear and tear and/or unreported damage may not have lease renewed.
3. **MOVE-OUT:** A move-out inspection with photos will be completed upon tenant vacancy. Tenants may, but are not required, to be present during move-out inspection.
 - a. **Keys:** 1st Rate Rentals considers a property occupied until property keys are surrendered. Tenants will be charged prorated rent for every day that property keys are in tenant possession beyond the scheduled move-out date. Tenant must return all keys given at time of move-in. Failure to return all keys will result in the tenant being charged to rekey property.
 - b. **Remotes:** A minimum charge of seventy-five (\$75) will be charged to the tenant for every missing or broken garage door remote.
 - c. **Mailbox Keys:** If property requires a mailbox key, tenants will be charged fifty (\$50) for each key not surrendered to 1st Rate Rentals.
 - d. **General cleaning:** Property should be returned in similar cleanliness as to how it was received. Properties found to not have been cleaned upon move-out will be cleaned by 1st Rate Rentals and charged against tenant security deposit. Cleaning consists of cleaning appliances, bathrooms, window sills, floors, and marks left on walls from furniture.
 - e. **Carpet cleaning:** Tenants are required to professionally steam-clean (no CHEM-Dry) property carpet at move-out. Invoice for carpet cleaning must be surrendered at time of move-out. Failure to professionally clean carpet will result in carpet cleaning being deducted from tenant security deposit.
 - f. **Trash:** Items and trash not in trash containers left at property site at move-out will be removed by 1st Rate Rentals and the cost of removal will be charged against tenant's security deposit.
 - g. **Security deposit and itemization:** Tenant security deposit along with a list of itemized deductions, if applicable, will be returned to tenants within twenty-one (21) days of tenant move-out.

By signing below, I/we agree and understand the terms and conditions of this addendum.

Tenant: _____ Date: _____
(Print)

(Signature)

Tenant: _____ Date: _____
(Print)

(Signature)

LEASE AGREEMENT ADDENDUM

NOTIFICATION OF HOW RENT IS TO BE PAID

It is your responsibility to deliver, in full, rent to 1st Rate Rentals on or before the 3rd of every month. Rent delivered after the 3rd will be considered late and a late charge posted to your account. Partial payment of rent may not be accepted.

Rent must be in 1st Rate Rentals possession on or before the 3rd of the month to be considered on-time. **Rent post-marked but not delivered on or before the 3rd of the month will still be considered late.**

Rent may be paid by Cashier's Check, Postal Money Order, or, if approved, via 1st Rate Rentals online tenant platform. Personal checks will not be accepted without prior approval. **Under no circumstance will cash, Western Union, Money Gram or other non-Postal Money Orders be accepted.**

Online bank bill-pay will be accepted. However, if a bill-pay check bounces for any reason, you will no longer be able to pay via bill-pay systems of any kind.

_____	_____
Tenant	Date
_____	_____
Tenant	Date

TRASH BILLS

Tenants are responsible to pay for trash service at the property. Trash bills are commonly billed every three (3) months. If trash bills are not paid, the unpaid amount in addition to penalties and other fees will be appended to the property owner's property tax bill.

If trash bills become delinquent and/or are appended to the property owner's property tax bill, the tenant will be charged in full the total amount of the tax bill, including penalties and fees, and may not have their lease renewed. Moreover, monthly rent may be increased to cover the cost of future trash fees in order to ensure trash is being paid.

_____	_____
Tenant	Date
_____	_____
Tenant	Date

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MILITARY TRANSFER ORDERS

If you are in the military we understand that you could receive military orders to transfer. The landlord is entitled to a sixty (60) day notice if an order of transfer is received. A service member has the right to legally terminate a lease when entering military service or receiving orders for a “permanent change of station or to deploy with a military unit, or as an individual in support of a military operation for a period of not less than 90 days”. (SCRA Section 535(b). (1.) Upon receiving notice of activation or transfer orders, the landlord must consider the lease to be terminated 30 days after the **next** rent is due.

For example, if your rent is due on the first of the month, and you give the landlord notice of your activation or transfer on May 10, the lease is over on July 1; which is 30 days after the next rent is due (June 1).

Tenant

Date

Tenant

Date

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UNACCEPTABLE PETS

The following pets are **NOT** to be accepted nor permitted to be in or on the premises at any time.

EXCEPTION: animals trained as a **Service Animal** (e.g. seeing guide dogs) or a dog that has successfully passed the **American Kennel Club Canine Good Citizen** Test. In both cases, certified proof is required.

- **CATS**
 - Any non-domesticated breed.
- **DOGS** (pure or any mix thereof)
 - Akita
 - Boerboel
 - Chow
 - Doberman
 - Kyiapso
 - Mastiff
 - American Bandogge Mastiff
 - Neapolitan Mastiff
 - Pit Bull Breeds (all)
 - American Pit Bull Terrier
 - English Bull Terrier
 - American Staffordshire Terrier
 - Staffordshire Terrier
 - Presa Canario
 - Rottweiler
 - Wolf or Wolf Hybrid
 - Dogs that have been trained to attack persons, property or other animals.
 - Dogs that have been trained to guard persons or property (sadly, police dogs).
 - Any dog with a known history of causing bodily injury:
 - Attacking or biting another person or animal.
- **SNAKES**
 - Any venomous breeds.
 - Any snake known to regularly not be caged.
- **OTHER**
 - Any animal not legal to own in the state of California.

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