

## RESIDENTIAL LEASE AGREEMENT

1. PARTIES: The parties to this Lease Agreement are the agents and/or owners of the property:  
**ChicoForRent (Landlord) and \_\_\_\_\_ (Tenants).**  
 This agreement is between Tenants and Landlord only.  
**Landlord will not respond to requests, inquiries, or demands made by anyone else.**
  
2. PROPERTY: Landlord rents to Tenant that certain real property known as  
**Property Address \_\_\_\_\_** Chico, California 95928
  
3. TERM: This Lease Agreement commences on **June 1, 2016** (Commencement Date) and terminates on **May 25, 2016** (Termination Date).
  
4. RENEWAL AND NOTICE OF TERMINATION: This Lease will automatically terminate at the Termination Date listed in #3 above unless both parties agree in writing to a lease extension or change of this contract to a Month to Month agreement. Should Tenant vacate before expiration of the term, Tenant shall be liable for the balance of the rent for the remainder of the term, less any rent Owner collects or could have collected from a replacement Tenant. Tenant who vacates before expiration of the term is also responsible for Owner's costs of advertising for a replacement Tenant. **VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES.**
  
5. RENT:
  - A. **Monthly Rent**: Tenant will pay monthly rent in the amount of **\$XXX.XX** for each full month during this Lease Agreement. The first month's rent is due and payable no later than **Due Date**. Thereafter, Tenant will have monthly rent withdrawn from their designated bank account via Electronic Funds Transfer (EFT) on the third day of each month during this Lease Agreement. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. It is the Tenant's obligation to have all funds in the designated bank account prior to the second (2<sup>nd</sup>) of each and every month. I understand and agree that last month's rent payment (May) will be paid in full via Electronic Funds Transfer (EFT) and any pro-ration due Tenants will be returned along with your security deposit, after move out. **Rental rate is based on one person per bedroom. If an additional one person is added to a bedroom, a monthly fee of \$200.00 per month, per person, shall be added to the monthly rental rate. Such residents must submit a rental application & be approved by landlord prior to taking occupancy.**
  
  - B. **Prorated Rent**: Tenant will pay the first 30 days rent in full. The second month's rent shall be prorated, if necessary, to reflect the move in date. Prorations: all prorations are based on a 30 calendar day month (rent / 30=daily rent) as normal practice with CA realtors and accepted by CA courts. See last page of Lease Agreement for the amount and specific date due.
  
  - C. **Place of Payment**: If a method of payment other than Electronic Funds Transfer (EFT) is designated in writing by Landlord, Tenant will pay all rent to: ChicoForRent, 180 E 9th Ave, Chico, CA 95926, or at such other place as Landlord may designate from time to time in writing. Phone number is 530-588-0080.
  
  - D. **Method of Payment**: Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease Agreement. Time is of the essence for the payment of rent (strict compliance with Lease due dates is required). If any monies due Landlord shall be returned from the bank for non-payment, henceforth, Tenant must pay all rent by money order or cashier's check. Rent must be paid in full with one check, money order, cashier's check, or electronic funds transfer as Landlord may designate. **Landlord hereby designates method of payment to be Electronic Funds Transfer (EFT).**
  
6. LATE CHARGES: If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of **\$30**, plus additional late charges of **\$10** per day thereafter until rent is paid in full. If Landlord RECEIVES the monthly rent by the **(3<sup>rd</sup>) day of the month**, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will

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not affect or diminish any other right or remedy Landlord may exercise for Tenants failure to timely pay rent (including reporting late payments to consumer reporting agencies).

7. RETURNED CHECKS: Tenant will pay \$35 for each check or EFT Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment.
8. APPLICATION OF FUNDS: Landlord will apply all funds received from Tenant first to any non rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and utilities, then to rent regardless of any notations on check.
9. PETS: **THERE WILL BE NO PETS:** Tenant must not allow any pet, including mammals, reptiles, birds, fish, rodents, or insects on the property, **even temporarily**. If Tenant violates the pet restrictions of this Lease Agreement, Tenant will pay Landlord a fee of \$10.00. per day per pet for each day, Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet. Landlord will not be held liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible and liable for any damage or required cleaning or repair to the property caused by any unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.
10. DELAY OF OCCUPANCY: If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior Tenants holding over of the Property, Landlord will not be liable to Tenant for such delay and this Lease Agreement will remain enforceable. Landlord will abate rent on a daily basis during any delay. If Tenant is unable to occupy the Property after the third (3rd) date after the Commencement Date because of construction on the property or a prior Tenants holding over of the property, Tenant may terminate this Lease Agreement by giving written notice to the Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.
11. SECURITY DEPOSIT: **NOT TO BE USED AS LAST MONTH'S RENT. No last month's rent has been collected.**

A. Upon execution of this Lease Agreement, Tenant will pay a security deposit to Landlord in the amount of **\$1.5X Rent - payable no later than Due Date**

**B. California law does not require Landlord to return or account for the security deposit until 21 days after the Tenant surrenders the Property (vacating and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.**

C: Deductions:

(1) Landlord may deduct reasonable charges from the security deposit for:

- (a) Unpaid or accelerated rent;
- (b) Late charges;
- (c) Unpaid utilities;
- (d) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible; This does not include normal wear and tear;
- (e) Pet violation charges;
- (f) Replacing unreturned keys, garage door openers or other security devices;
- (g) The removal of unauthorized locks or fixtures installed by Tenant;
- (h) Insufficient light bulbs;
- (i) Packing, removing, and storing of abandoned property;
- (j) Removing abandoned or illegally parked vehicles;
- (k) Costs of reletting if Tenant is in default;
- (l) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (m) Any fee due for early removal of an unauthorized key box; and;
- (n) Other items Tenant is responsible to pay under this Lease Agreement.

(2) If deductions exceed the security deposit, Tenant will pay Landlord the excess within ten (10) days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

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At the end of your lease Landlord will do ONE walk through with all the tenants at the same time at Tenants discretion. If Tenant is not able to be there walk through will be conducted regardless. *Landlord will arrange the time and day* within the twenty-one (21) day period allowed by law. To maximize your security deposit refund the premises must be in the same condition (less normal wear and tear) as when you moved in. This means free of all personal possessions, vehicles, trash, etc. Refunds will be made not less than 7 days nor more than 21 days after termination of lease. A single refund check will be mailed within 21 days to the address provided in the **written statement of Tenant's forwarding address** referenced in 11. B. above.

12. UTILITIES: Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, and cable television) except the following which will be paid by Landlord: **Enter Utilities pd.** Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on (if available) at all times this Lease Agreement is in effect: gas, electricity; water; wastewater; and garbage services. If Tenant fails to do so, Tenant will be in default.

13. USE AND OCCUPANCY:

A. **Occupant:** Tenant may use the property as a private dwelling only. The only persons Tenant may allow to reside in the Property during the term of this Lease Agreement will be (include names of all occupants): **Tenants Names.** Tenant must promptly inform Landlord of any changes in Tenants phone numbers (home or work) no later than five (5) days of any change. Tenant must comply with any restrictive covenants affecting the property. Tenant will pay any fines or other charges assessed against Tenant or Landlord for violations by Tenant of any restrictive covenant. Changes in roommates must be given in writing. An amendment to this lease must be made.

B. **Prohibitions:** Tenant may not permit any part of the property to be used for:

1. Any activity which is a nuisance, offensive, noisy, or dangerous
2. The repair of any vehicle;
3. Any business of any type, including child care;
4. Any activity which violates any applicable restrictive covenant
5. Any illegal or unlawful activity other activity which will obstruct, interfere with, or infringe on the rights of other persons near the property;
6. Any purpose this property is not legally zoned for.
7. Leaving or storing upholstered couches or chairs outside the house or on the porch
8. Any party larger than 2 guests per bedroom (a three bedroom unit can have a party no larger than 9 people including tenants) You will be charged \$55.00 per hour for garbage clean up and \$75.00 per hour for repair of any damages. If these items aren't paid on demand you will be in default and subject to eviction. Per City of Chico Civil Code a Landlord may be fined if Tenants are cited for having a party. If Landlord is fined Tenant will be required to pay the fine plus any related costs incurred by Landlord. As of September 1<sup>st</sup>, 2005, the City of Chico will begin enforcing the "Second Response Ordinance" (see [Chico Municipal Code 9.70.010](#) – enacted 1995). This ordinance will affect those citizens who receive a written warning from the police that a citizen has complained about their loud and/or unruly event. The ordinance will make them financially responsible for the costs incurred by the Police and/or Fire Departments if there is a second complaint made by a citizen and the police have to respond back to the location a second time and close the party. The cost recovery fees will include the standard rate expenses for officer/firefighter salaries for the actual time spent responding to the call. Any further response costs within the next 12 hours\* will be billed under this ordinance.

You should also know that the person who is responsible for throwing a party will initially be billed for the response cost recovery fees. In some cases, the Ordinance allows property owners to be billed for the response cost recovery fees. In order to help property owners/managers keep track of the police activities at their property, the Police Department will, from now on, make a good faith effort to notify managers/owners by telephone each time a written warning is issued at their property. In this way, property managers/owners should be able to intervene prior to a second response from the Police Department.

NOTE: The criminal fines imposed for noise violation citations, usually issued by the Police Department on the second response, are in addition to the "Second Response Ordinance" cost recovery fees. For your protection see CSUC's information regarding parties at: <http://www.csuchico.edu/sac/ultimatepartyguide.pdf>

C. **Guests:** Tenant may not permit any guest to stay on the property longer than three (3) days without Landlords written

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permission. If tenant's guest stays longer than 10 days, Tenants shall pay Landlord \$20 per day that guest stays.

- D. If Tenant maliciously remains in possession of the premises after expiration of the tenancy, or on termination of the tenancy, Landlord may recover statutory damages of up to \$600, in addition to rent due and any other actual damages.

14. VEHICLES: Tenant may not permit more than 2 vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles and boats) on the property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard, landscaped areas, sidewalks, walkways, or lawn. Tenant may not **store** any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may tow, at tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws. Landlord does not guarantee any on site parking. Landlord reserves the right to use tenant parking spaces when on the premises.

15. PARKING: Landlord does not guarantee any on site parking. Tenant agrees that Landlord and his employees will use on site parking on an as-needed basis. Tenant is required to prevent or cause to be moved any non-tenant parking. Landlord may tow, at tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

16. ACCESS BY LANDLORD: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign or general company sign on the Property during the term of this Lease Agreement or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means during the hours of 9:00 am and 8:00 p.m. with a 24 hour notice to Tenant to:

- A. Inspect the property for condition
- B. Make repairs
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers or insurance agents.

**In the case of an emergency (including but not limited to: fire, flooding, water leaks) Landlord or anyone authorized by Landlord may enter the Property by any means necessary, at any time, without prior notice to Tenant. Tenants agree to Notice to Enter delivered by Email.**

17. MOVE-IN CONDITION: Tenant has inspected and accepts the interior and exterior of Property AS IS, AS VIEWED except for health and safety items as outlined in California Civil Code 1941 or unless expressly noted otherwise in this Lease Agreement. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease Agreement. There will be no improvements, replacements, upgrades, etc. after this lease/rental agreement has been signed. Property was photographed for condition on \_\_\_\_\_.

18. MOVE OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such property or belongings will be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord. Landlord will have the carpets professionally cleaned and pay for the cost of the cleaning out of tenant's Security Deposit upon vacating. Tenant **may not** have carpets cleaned nor attempt to clean carpets themselves.

19. PROPERTY MAINTENANCE:

Tenant's General Responsibilities: Tenant at Tenant's expense must:

- (1) Keep the property clean and sanitary, see mold addendum for critical information;
- (2) Promptly dispose of all garbage in appropriate receptacles, including recycling receptacles;
- (3) Supply and change heating and air conditioning filters at least once a month;
- (4) Supply and replace light bulbs and smoke detector batteries;
- (5) Promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- (6) Take precautions to prevent broken water pipes due to freezing;
- (7) Notify Landlord of any lost or misplaced keys;
- (8) Pay any periodic, preventive, or additional extermination costs desired by Tenant
- (9) Promptly notify Landlord in writing of all needed repairs using "Repair Request" form
- (10) Keep all yards watered;
- (11) All windows, mirrors, and glass on the property are Tenants responsibility.

Any cracks or breakage must be repaired and paid for by Tenant with in three (3) days of breakage.

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## YARD MAINTENANCE

Tenant is responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on/or encroaching on the property or any easement to the Property, and does not include common areas maintained by an owner's association. "Yard maintenance" means such things as, but not limited to mowing, fertilizing, trimming, and control of yard pests. If Tenants do not properly maintain yard a service will be employed to do so and Tenant's rent will increase to pay such service.

X If Landlord maintains the yard, Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard at appropriate times. If Landlord maintains the yard Landlord will maintain it at the condition it was in at time of Tenant move in. If Landlord maintains yard he will do so to the level he determines. Landlord will not pick up trash, leaves or other debris from yard. Tenant will water the yard at reasonable and appropriate times. Landlord, at Landlord's discretion, will be responsible for treatment for wood-destroying insects, if any.

## PROHIBITIONS

If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease Agreement, or in writing by Landlord, Tenant may NOT:

- (1) Remove any part of the Property or any of the Landlord's property from the Property;
- (2) Remove, change, or re-key any locks
- (3) Make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and the grooves of paneling;
- (4) Permit any water furniture on the property (including, but not limited to water beds and fish tanks);
- (5) Install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems
- (6) Replace or remove carpet, paint or wall paper
- (7) Install or change any fixture (including window air conditioners)
- (8) Keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (9) Dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the property;
- (10) Cause or allow any mechanic's or materialman's lien to be filed against any portion of the Property or Tenant's interest in this Lease Agreement;
- (11) No going on to the roof for any reason;
- (12) No outside storage of any kind;
- (13) No additions or modifications to the property of any kind without Landlord's prior written permission;
- (14) No upholstered furniture may be used or stored outside the house. This includes no couches or indoor chairs on any porch.

## 20. REPAIRS

A. Repairs to be Paid by Tenant - Tenant will pay Landlord or any repairman the landlord chooses the cost to repair:

- (1) A condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
- (2) Damage from wastewater stoppages caused by foreign or improper objects in the lines that exclusively service the property;
- (3) Damage to doors, windows, or screens;
- (4) Damage from windows or doors left open;
- (5) All windows, mirrors, and glass on the property are Tenant's responsibility. Any cracks or breakage must be repaired and paid for by Tenant within three (3) days of breakage.

B. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:

- (1) A condition caused by the Landlord or the negligence of the Landlord;
- (2) Wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment;
- (3) A condition that is not Tenant's obligation to pay under paragraph 19A and that adversely affects the health or safety of an ordinary Tenant.

C. Items Not to be Repaired: Landlord does not warrant, and will not repair or replace the following: Fences, Storage Buildings, Carports

D. Repair Requests and Completion of Repairs: All requests for repairs must be in writing using "Repair Request" form

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and delivered to Landlord at [www.ChicoForRent.com](http://www.ChicoForRent.com). Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by State Law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given Landlord is not obligated to make the repairs except in the case of health and safety issues as defined by California law.

- E. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

21. **SECURITY DEVICES, BEDROOM DOOR LOCKS, AND EXTERIOR DOOR LOCKS**: Each Tenant shall be given one (1) exterior door key. These keys are stamped "Do Not Duplicate" and if not returned at end of Lease Agreement Tenant to pay cost to re-key all appropriate locks. If Tenant misplaces or loses any key Tenant will promptly notify Landlord and will pay cost to re-key appropriate locks. All notices or requests by Tenant for re-keying, changing, installing, repairing or replacing security devices must be in writing using "Repair Request" form. Installation of additional security devices or additional re-keying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.
22. **SMOKE DETECTORS**: California Law requires the Property to be equipped with smoke detectors. Disconnecting or intentionally damaging a smoke detector or removing the battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees as allowed under California Law.
23. **LIABILITY**: Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint etc.) or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family or occupants. **NOTICE**: Tenant understands that the insurance policy on the Property is a "Dwelling Only" or "Landlords" policy. Such coverage does not allow for claims for damage, loss or injury to occupants, family members, guests, or personal property. **It is required that all Tenants purchase a "renters insurance policy" to cover losses and damage to personal property and any liabilities.** Any damage not caused by the Landlord is the responsibility of the Tenant, this includes any damage from vandalism or illegal entry.
24. **DEFAULT AND ACCELERATION**: If Landlord breaches this Lease Agreement, Tenant may seek any relief provided by law. If Tenant fails to timely pay all rents due under this Lease Agreement or otherwise fails to comply with this Lease Agreement, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the property by providing Tenant with at least three(3) days written notice. Notice may be given by any means allowable by California Law including, but not limited to: mail, personal delivery or posting. If Tenant breaches this Lease Agreement, all rents which are payable during the remainder of this Lease Agreement or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease Agreement, Tenant will be liable for:
- A. Any lost rent;
  - B. Landlord's cost of re-letting the Property including brokerage fees, advertising fees, and other fees necessary to re-let the property;
  - C. Repairs to the Property for use beyond normal wear and tear;
  - D. All Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and pre-judgment interest;
  - E. All Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - F. Any other recovery to which Landlord may be entitled by law.
25. **HOLDOVER**: If Tenant fails to vacate the Property on or before the Termination Date of this Lease Agreement or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys fees. In the event of holdover, Landlord at Landlord's option may extend

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this Lease agreement up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

26. ASSIGNMENT AND SUBLETTING: Tenant may not assign or sublet the Property without Landlord's written consent. Any assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease Agreement by virtue of an assignment or sub-Lease Agreement. This includes adding new roommates or subtracting those roommates on original lease.
27. MILITARY: If Tenant is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Tenant is not in default of this Lease Agreement, Tenant may terminate this Lease Agreement by giving Landlord thirty (30) days written notice and a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.
28. SPECIAL PROVISIONS: **Parking is shared & not guaranteed.**
29. ATTORNEYS' FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease Agreement is entitled to recover pre-judgment interest, attorney's fees, and all other costs of litigation from the non-prevailing party.
30. REPRESENTATIONS: Tenant's statements in this Lease Agreement and any application for Lease are material representations relied upon by Landlord. Each party signing this Lease Agreement states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease Agreement or in any application for Lease, Tenant is in default.
31. ADDENDA: Incorporated into this Lease Agreement is the following addenda or other information: **Exclusive use of laundry facilities (if available) is for tenants of this property only, no guests, no friends, and no neighbors. Laundry facilities to be used only between 8:00 A.M. and 9:00 P.M. Tenants will be responsible for keeping laundry area clean. If there are any violations of these rules tenant will loose use of laundry facility.**
32. By signing this agreement Tenant agrees to allow Landlord to advertise Property via any and all generally accepted media (including the internet) including pictures of the interior and exterior. Pictures of interior and exterior in these advertisements are likely to show personal items belonging to tenants.
33. All parties, including all co-signers, to this agreement agree to allow Landlord to share any contact information (and no other information) of all parties, including co-signers, to all other parties, including co-signers, of this agreement if they are requested.
34. AGREEMENT OF PARTIES:
- A. Entire Agreement: This Lease Agreement contains the entire Agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This Lease Agreement is binding upon and insures the benefit of the parties to this Lease Agreement and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease Agreement. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease Agreement, it's renewal, or it's termination is binding on all Tenants executing this Lease Agreement. JOINT AND SEVERAL LIABILITY DEFINED. The Tenants are jointly and severally liable. The language "joint and several" means that if more than one person has signed this lease as a Tenant, then each of the Tenants and the Tenants collectively are fully responsible for fulfilling (including full payment of rent) all of the conditions of this lease, except where expressly otherwise agreed. Thus, it is the Tenants' duty to select as their Co-Tenants persons who will fulfill their respective "share" of the obligations contracted for under this lease.
- D. Controlling Law: The laws of the State of California govern the interpretation, validity, performance, and enforcement of this Lease Agreement.
- E. Severable Clauses: Should any clause in this Lease Agreement be found invalid or unenforceable by a court of law, the

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remainder of this Lease Agreement will not be affected and all other provisions of this Lease Agreement will remain valid and enforceable.

F. Waiver: Landlords past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, Lease due date, or any other right will not be deemed to be a waiver of any breach by Tenant or any other term, condition, or covenant in this Lease Agreement.

35. NOTICES: All notices under this Lease Agreement must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at the address specified in paragraph 5(c)

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

### **ADDENDUM REGARDING MOLD CONTAMINATION AND AGREEMENT TO MAINTAIN PREMISES**

This Addendum is to the Residential Lease Agreement between ChicoForRent, Landlord (the term Landlord includes Owner and Agent) and Tenants Names Tenants, concerning property commonly known as Property Address, Chico, California 95928

**MOLD WARNING STATEMENT**

Persons exposed to extensive mold contamination can develop allergies to the mold or other health problems. Mold growth can also damage furnishings and structural elements of a home. While symptoms in most persons may occur only when exposure levels are high, in all cases indoor mold growth is unsanitary and undesirable. It is important that Tenant properly maintain the premises, take reasonable steps to prevent any mold spores from growing or becoming airborne, and promptly notify the Landlord of any problems.

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. 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; (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. In addition to the provisions regarding maintenance contained in the Residential Lease Agreement referred to above, Tenant agrees to take all reasonable steps to actively prevent mold or mildew infestation in the premises including, but not limited to the following:

1. Immediately notifying Landlord of any water intrusion such as leaking or sweating plumbing, or overflows from bathroom or laundry equipment;
2. Promptly reporting to Landlord the presence of any other leaks, moisture intrusions or mold growth;
3. Using exhaust fans or open windows in the bathroom when showering or bathing, and in the kitchen when cooking;
4. Promptly cleaning and drying any visible moisture on windows, walls, or other surfaces so as to prevent mold growth;
5. Keeping the premises free of dirt and debris;
6. Allowing adequate space between furniture and walls to permit ventilation;
7. Leaving room in the storage area under bathroom and kitchen sinks for adequate ventilation; and
8. Promptly notifying Landlord of any problems with air conditioning or heating systems.

Tenant agrees to hold Landlord harmless from any claims for damages, including attorney fees and costs, that may be incurred by Landlord as a result of the lack of reasonable care on the part of Tenant or any other occupant of the premises in preventing or promptly reporting any mold or mildew in the premises. Failure to report mold/mildew or potential mold/mildew conditions immediately is a breach of the contract and is grounds for eviction

Tenant initials \_\_\_\_\_



## **ChicoForRent HOUSE RULES ADDENDUM**

**This House Rules Addendum is attached and part of your Residential Lease Agreement. It outlines, in plain English specific portions of the lease that are either very important, or property specific. These House Rules may be changed as necessary with 30 days written notice to tenants without affecting other portions of the Lease Agreement.**

1. No large parties – damage from parties is significant. Trash / cigarette butts, broken glass etc. around the property will not be tolerated.
2. No kiddie pools, slip and slides, beer pong tables etc are allowed on the lawn areas.. No beer pong tables will be tolerated in the front of the property.
3. Complaints from neighbors, property managers or City Officials will be interpreted as a breach of lease.
4. ChicoForRent reserves the right to clean-up your property at a cost to you.
5. No Outdoor Storage of any kind – Outdoor furniture bicycles ok. Broken / damaged outdoor furniture or bikes are not acceptable. No couches / sofas or upholstered chairs allowed on porch or yard.
6. There is no reserved parking on the property.
7. The house that you are agreeing to rent / lease is being provided in an as-is condition. No changes or improvements are being offered.
8. Tenants may not change any lock on the property, including bedroom door locks. Any lock that are changed will be replaced once identified and will be billed to the tenant.
9. ChicoForRent will interact with occupants only. The lease agreement is between ChicoForRent and the occupants. No others.
10. Tenants are not allowed on any roof at any time.

Tenant initials \_\_\_\_\_

The following must be paid with one cashier's check or money order (this means a single cashier's check not one per roommate):

RENT: \$xxx.xx Due Received \$ \_\_\_\_\_ Date \_\_\_\_\_

For dates from **June 1, 2012** to **June 30, 2012**

SECURITY DEPOSIT: \$xxxx.xx Due Received \_\_\_\_\_ Date: \_\_\_\_\_

TOTAL DUE: \$ xxxx.xx (1) Total received \$ \_\_\_\_\_ (2) Date \_\_\_\_\_  
(1 & 2 must be equal)

PRO-RATED RENT: \$ \_\_\_\_\_ divided by 30 days = \$ \_\_\_\_\_ x \_\_\_\_\_ days = \$ \_\_\_\_\_  
(as applicable)

Prorations: all prorations are based on a 30 calendar day month (rent / 30=daily rent) as normal practice with CA realtors and accepted by CA courts.

The terms of this Lease Agreement are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease Agreement, consult your attorney BEFORE signing.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant initials \_\_\_\_\_