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CHICO FOR RENT Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

- 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.

1.3 RENTS AND CHARGES

You shall pay <<Monthly Rent>> per month for rent.

The first month's rent is due and payable AT THE LEASE SIGNING. Thereafter, Tenant will have monthly rent withdrawn from their designated bank account via Electronic Funds Transfer (EFT) on the third day of each month during this Lease Agreement.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 (2nd) 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.

Prior to receiving keys tenants MUST provide the following:

1. _____ Payment in full for move in charges.
2. _____ Copy of Renters Insurance for each occupant.
3. _____ Proof that Water/Garbage/PGE has been turned on into tenants name. (Utilities per the lease, please refer to which utilities you are responsible for.)

Please refer to the list below as to the garbage requirements for your unit. This will list the numerical part of your address only

Address must have the following to comply

(370)-64 gallon tote

(1146 #B, 1206 #A, 642 B)- 1 (96 gallon totes) or 2 (64 Gallon Totes)

(1004, 1206 #C, 1146 #A)- 2 (96 Gallon Totes minimum

(805 ,206 ,518, 1110,)-(4) 64 gallon totes or or (3) 96 gallon totes minimum

(847, 642A), Locking 1-2 Yard Dumpster

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. \$100 roommate change fee will also be due.

Every month thereafter, you must pay your rent on or before the 1st day of each month with <<Grace Period Days>> of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: \$40 If paid after 4:00pm on the 5th - 4:00 pm on the 9th,
 \$50 If paid after 4:00pm on the 9th - 4:00 pm on the 19th
 \$50 If paid after 4:00pm on the 19th

Rent is due by 4:00 pm on the 5th, no matter what day it falls on, including weekends and Holidays.

A charge of \$35 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

- 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 #3 Chico, CA 95926, or at such other place as Landlord may designate from time to time in writing. Phone number is 530-899-2296.

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)**

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.

1.4 SECURITY DEPOSIT

- Upon execution of this Lease Agreement, Tenant will pay a security deposit to Landlord in the amount of \$<<Security Deposit Charges>> - payable at lease signing

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. Unit must be 100% vacant for any portion of the deposit to be returned.

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. At the end of your lease Landlord will do ONE walk through (+ one pre walk through if requested) with all the tenants at the same time. If Tenant is not able to be there walk through will be conducted regardless. *Landlord will arrange the time and day.* 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 above.

Be aware that if you are doing a roommate change, leaving a lease with the permission of the other tenants/mgmt, or not renewing, the entire deposit will stay with the unit, nothing will be refunded back until owner/mgmt are given a vacant unit back. If you are leaving, and roommates are staying you will need to work out your deposit with them. ZERO will be refunded unless you give us back a vacant unit.

SECURITY DEPOSIT: NOT TO BE USED AS LAST MONTH'S RENT. No last month's rent has been collected.

1.5 TOTAL AMOUNT DUE AT LEASE SIGNING

<<Total Charges Due at Move-in>>

1.6 UTILITIES

- **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: _____. 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.

Tenants MUST have trash service and are responsible for the clean up of any trash on the ground regardless of cause (wind, homeless people, animals, etc..)

CLEANING:(IF YOUR UNIT PROVIDES FOR PROFESSIONAL CLEANING)

House cleaning will included common areas of the home, however we do reserve the right to clean private rooms as we find necessary. The work complete, including type, number of hours, days and times will be determined by the Management Company. Tenants will be notified of dates and times and will allow Cleaning service to access the property with a key as needed. If there are any major violations of the lease including, but not limited to non payment of the rent, parties, ect.. we do reserve the right to stop this service and rent will remain the same. Cleaning done during normal business hours. Homes will be serviced a minimum of 1-2x's a month.

1.7 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. You are REQUIRED to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We will need to have a copy prior to taking possession of the property

1.8 KEYS AND LOCKS

You will be provided the following keys:

Front door, mail keys, garage door opener, as applicable

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

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. If a break in happens and tenants have installed locking knobs on bedroom, the tenants will be responsible for damage to doors/knobs/ jams.

If serve a 24 hour notice to show a unit or schedule an open house, ALL rooms will be expected to be open. If they are not, we reserve the right to hire a locksmith to drill out a bedroom lock to allow us entrance to that room, at which time a non locking knob will be reinstalled at tenants expense. Same will hold true for any prescheduled maintenance work.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

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Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

USE AND OCCUPANCY:

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): _____

_____ 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. Once a lease is signed, those individuals who have signed, will be responsible for the all the terms of lease. Additional individuals can be added to the lease at anytime as long as they are approved through our office. We are unable to cancel a lease if additional roommates are not found. If roommates are changed after the lease has begun there will be a \$100 RC Fee.

- **Prohibitions:** Tenant may not permit any part of the property to be used for:
- Any activity which is a nuisance, offensive, noisy, or dangerous
- The repair of any vehicle;
- Any business of any type, including child care;
- Any activity which violates any applicable restrictive covenant
- Any illegal or unlawful activity other activity which will obstruct, interfere with, or infringe on the rights of other persons near the property;
- Any purpose this property is not legally zoned for.
- Storing ANY personal property including upholstered couches or chairs, beer pong tables, trash, outside the house or on the porch.

PARTIES

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 1st, 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. Property mgt. may hire a private security firm to address safety concerns as well as lease violations, including parties. In the event the security patrol charge CFR additional fees (beyond simple drive bys) those costs will be paid by tenants and co-signers. Property Mgmt/own may hire a private security company to patrol and break up parties. If they report a party larger than the amount number on the lease tenants/cosigners will be billed \$500 per occurrence. Each time the security company has to stop to ask to have music turned down or make any contact there will be an additional \$100 fee per occurrence.

OPEN CONTAINERS ARE PROHIBITED IN THE FRONT YARD OF THE PROPERTY AND IN ANY COMMON AREAS OF THE PROPERTY BY THE TENANTS AND/OR THEIR GUESTS. FAILURE TO ABIDE BY THIS RULE WILL BE A VIOLATION OF THE LEASE.

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>

- Guests: Tenant may not permit any guest to stay on the property longer than three (3) days without Landlord's written permission. If tenant's guest stays longer than 10 days, Tenants shall pay Landlord \$20 per day that guest stays.
- 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.
- ATTORNEY NOTICES-BE AWARE THAT ANYTIME THE LEASE IS BROKEN AND OUR ATTORNEY HAS TO SEND OUT NOTIFICATION TO EITHER THE TENANTS/ COSIGNERS OF THESE VIOLATIONS, ANY CHARGES THAT COME FROM THE ATTORNEY WILL BE PASSED ON TO THE TENANTS, AND WILL BE DUE IMMEDIATELY.
- 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 8:00 am and 8:00 p.m. with a 24 hour notice to Tenant to:

- Preventative Maintenance inspections
- Make repairs
- Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers or insurance agents.
- Take marketing videos and photos for advertising if needed
- Owner will plan with a 24 hour notice, to do repairs such as painting and other needed items during the College Breaks (Thanksgiving, Christmas, Spring) this will be to minimize any incontinence to the tenants. Proper notice will be given.

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.

Local, state and federal Ordinances Tenants will comply with all local, state and federal Ordinances in force, or which may be later in force. Tenant will also comply with all rules and regulation of Home Owners Associations and guidelines of owner home Insurance. Tenants will be responsible for any fines, fees associated with the failure to comply with these rules. This includes, but is not limited to the new noise ordinance and code enforcement issues.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

YOU MUST HAVE RENTERS INSURANCE AT ALL TIMES WHILE ON THE LEASE.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

- **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.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.3 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

VEHICLES: Tenant may not permit more than 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.

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.

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.

- No large parties – damage from parties is significant. Trash / cigarette butts, broken glass etc. around the property will not be tolerated.
- 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.
- Complaints from neighbors, property managers or City Officials will be interpreted as a breach of lease.
- ChicoForRent reserves the right to clean-up your property at a cost to you.
- 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.
- There is no reserved parking on the property.

- The house that you are agreeing to rent / lease is being provided in an as-is condition. No changes or improvements are being offered.
- 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.
- ChicoForRent will interact with occupants only. The lease agreement is between ChicoForRent and the occupants. No others.
- Tenants are not allowed on any roof at any time.

PLEASE READ THE FOLLOWING, IT IS VERY IMPORTANT THAT YOU AND YOUR COSIGNERS UNDERSTAND THESE RULES

Current Addendums to lease that will override the above terms, if different:

1. **No locks on bedroom doors. If tenants put lock on them and we are unable to get in for a showing or maintenance request, tenants may have to pay for locksmith to open. Tenants will also be responsible for any door or door jams kicked in if locks have been installed. This includes on a break in.**
2. **It will be our intent to come in during breaks (Thanksgiving, Christmas, Spring) to do needed repairs to the property. We do it during this period because the vendors are slow and we are able to get more things done without bothering the tenants. We will do our best to work with your schedule if you would like to be there. You will be give a 24 hour notice, but will be given more notice if possible.**
3. **There is no personal property allowed in any yards or on any porch regardless of single family home or multiple unit complexes. We will allow outside patio furniture (actual patio furniture) within reason and a BBQ, nothing else. Anything else that is left will be hauled off WITHOUT PRIOR NOTICE and tenants will be notified.**
4. **All renters MUST have a renters insurance policy.**
5. **There are NO PARTIES. Party Addendum form attached,**

2.4 PETS

You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract.

- **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.

COMPANION/SUPPORT ANIMALS WITH APPROPRIATE PAPERWORK ARE LIMITED TO 1 ANIMAL PER UNIT. TENANTS WILL CLEAN UP AFTER ANIMAL OR WILL BE CHARGED, AND WILL CONTROL ANIMAL FROM BOTHERING NEIGHBORS, OR WILL BE ASKED TO REMOVE THE ANIMAL.

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2.5 SMOKE DETECTOR AGREEMENT

SMOKE DETECTOR AGREEMENT/ CARBON MONOXIDE DETECTOR (CMD)

This agreement is entered into between CSREM, and the previous named residents. Owner and Resident mutually agree as follows: This agreement is an addendum and part of the rental agreement/ lease between the Owner and the Resident.

The Premise is equipped with smoke detector/CMD (per new 2016 law requirement/changes, 1 in each bedroom, 1 in hall, 1 in basement if door leading to interior and 1 in attic if a livable space, + CO2 detector.) Residents acknowledge by signing agreement that all smoke detectors/CMD devices are present and tested and operational at the time of move in. It is the tenant's responsibility to test the smoke detector/CMD at least once a month to make sure it is operating properly, and notify us immediately via our website, Maintenance request work order if it is not (no verbal notifications). This is a requirement.

If smoke detector/CMD are removed for any reason, a battery removed, or we are not notified in writing it is non operational. Owner and or Mgmt CO. will not be held responsible for damaged, and or injury. Each Resident understands that said smoke detector/ CMD is operational and it shall be the resident's responsibility to Make sure that it is working at all times, and to test weekly. If the device does not work, inform the Owner or Agent immediately, in writing, AND KEEP A COPY FOR YOUR RECORDS

Residents must inform the Owner or Agent immediately in writing of any defect, malfunction or failure of the smoke detector/CMD device., via maintenance request. In accordance with California Law, Residents shall allow the Owner and Agent access to the premises for that purpose, and to test units.

2.6 MOLD ADDENDUM

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 listed on the previous pages, concerning property listed on page 1 as , Chico, California

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:

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

2.7 LEAD PAINT DISCLOSURE

LEAD BASED PAINT DISCLOSURE (No known problem)

Housing Built prior to 1978 may contain lead based paint. Lead from paint, paint chips, and dust can expose hazards if not taken care of properly. Lead exposure is especially harmful to children and pregnant women. Before renting a pre 1978 home/apartment, landlords must disclose presence of known lead based paint hazards in dwelling. Tenants have also receive a federally approved pamphlet on lead poisoning prevention.

Owner Disclosure: Owner has no knowledge of lead based paint hazards

Owner has no reports or records pertaining to lead based paint hazards.

Renters Acknowledgment: Renters have receive, Protect Your Family From Lead In Your Home.

The named parties have received the information above and certify to the best of their knowledge that the information provided is true and accurate.

Each person signing will be held personally responsible to insure that all individuals who are residing in unit, or who

subsequently move into the unit in the future, and any guests are informed of the information in this pamphlet.

ASBESTOS ADDENDUM

The premises may contain asbestos, a substance known to the State of California to cause Cancer.

Residents, guests, employees, and contractors shall not take or permit action which in any way damages or distributes the ceiling in the premises or any pay thereof, including without limitations: piercing the surface, drilling into surface, hanging plants, or other objects from the ceiling, permitting water other than steam to come into contact with the ceiling, painting or cleaning ceiling, replacing light fixtures, or any other activity.

Resident shall notify owner immediately in writing if there is any damage to the ceiling, flaking, loose, cracking, hanging, dislodged materials, water leaks, or stains.

Residents and their guests shall not use or keep in premises or cause to enter or remain in premises any dangerous substance, including but not limited to materials identified as hazardous, toxic, under any Federal, State or Local laws or regulation, nor any poisons, explosives, corrosive or radioactive material.

2.8 BEDBUG ADDENDUM

BEDBUG AGREEMENT- This is to notify tenants that this rental unit is not infested with Bedbugs. If this unit did ever have bedbugs, the owner has taken the appropriate protocol necessary to control or destroy the bugs. Tenants agree to not move any item into this unit that the tenant knows or believes to contain bedbugs. Tenant agrees to take reasonable steps to prevent any bedbugs, and will notify the owner/mgmt immediately (within 15 days of move in if they are noticed). Tenants agree to routinely inspect their unit for signs of bedbugs, and cover all mattresses and box springs with a recommended synthetic casing. If a unit is found to have bedbugs, tenants will agree to comply with all recommendations of pest control, and mgmt company for the removal of bugs. Including, but not limited to providing all mattresses with synthetic covers, dry-cleaning drapes and rugs, cleaning/destroying infested mattresses, cleaning out closets and for treatment and cleaning all items inside, vacuum and carpet cleaning, moving of furniture, disposal of personal property (completely removed off the property site), any additional directions from pest company. Tenant is aware that Owner/Mgmt is not the insurer of the tenant's personal property and the tenants

are to obtain renters insurance to cover any portion of their personal belongings. Any items damaged or infested by bedbugs will not be the responsibility of the owner/mgmt co. Tenants agrees to indemnify and hold harmless the Owner/Mgmt from any claim, loss, damage, expense, including attorney fees, which tenants may incur as a result of a bedbug infestation, or the treatment of a bedbug infestation. Signs of any bedbugs will be immediate. Tenants are to notify this office with 30 days of moving in of any signs of bedbugs. After that it will be the responsibility of the tenants to pay for the removal of any bedbugs, including any adjoining units that may be affected. Prior to 30 days, tenants will be responsible should the pest Company find that the bugs were brought into the home by the tenants personal belongings Tenants are to cooperate fully in eradicating any bedbug infestation, failure to do this, and/or notify our office of an infestation may result in a termination of your lease. Tenants will be responsible as a whole for cost of removal for any 1 person, and or new roommate moving in, and as a result bringing in bedbugs CO-SIGNERS: Signing a co-signer form allows us to approve most individuals for occupancy into a unit. Once a cosigner form is turned in and approved, if the tenants sign a lease the cosigner form will immediately become valid. This does not mean that Co-signers have access to this property account. Tenants will be required to turn in all work orders, call us on complaints, and handle issues of their rental unit themselves.

2.9 PRE INSPECTION

PRE- INSPECTION: This is to notify you that you have the right to request an inspection of your unit by the owners representatives, and you have the right to be present at such inspection. If you request such inspection, the representative will conduct an initial inspection of your unit during the 30 days prior to the termination of your tenancy. The purpose of the initial inspection is to allow you an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from your security deposit.

You choose whether to have such inspection or not. If your choose to, then call our office 30 days prior to your move out, so that we can schedule a date and time that works for both parties. Be aware that there are times of the year that we book up very far in advance, so call early. Late call ins will have to be flexible with our schedule. Inspections Monday - Friday during office hours. Late appointment 3:15 daily. A walk through will be done on the property and items noted to the best of our ability. You can stop by the office the following day to pick up a copy of the report, and/or can request in writing that it be e mailed to you. This will list repairs or cleaning that would result in deductions from your security deposit, and you may remedy those items prior to termination. The initial inspection may not reveal all deficiencies in your unit due to the presence of your possessions. You will be liable for any deficiencies that occur after the inspection. Within 21 days after you turn over possession of your unit, you will receive an itemized statement regarding your security deposit. That statement will show the detail of the disposition of your deposit and any remaining balance of the deposit will be returned to you.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3

Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

- 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) 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 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 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 repaired and paid for by Tenant with in three (3) days of breakage. It will be our intention to come into the unit periodically to make repairs to the unit. Repair will included items broken from normal wear and tear, preventative maintenance and items broken by the tenants. Fixing these repairs quickly is so that you are able to live in a home that is in great condition. You may turn in work orders and we suggest that you do, if anything is not working. Tenants will be given a 24 hour notice prior to any person entering the unit. Tenants are however made aware that we are very proactive and will take care of items as they come up and will need access to do that.

YARD MAINTENANCE / EXTERIOR OF BUILDINGWE DO NOT ALLOW ANY BANNERS, SIGNS, BLANKETS, ECT TO BE HUNG ON THE OUTSIDE OF THE BUILDING, PORCHES OR IN ANY OF THE WINDOWS, BY THE TENANTS. THIS INCLUDES, BUT IS NOT LIMITED TO ALL FRATERNITY AND SORORITY SIGNS. THE ONLY ITEM THAT CAN BE USED AS WINDOW COVERINGS ARE THE BLINDS PROVIDED WITH THE HOUSE.

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. NO personal property is to be in the yard at anytime. We reserve the right to remove (at the cost of the tenant), without prior notice, any debris or personal items that are left in the yard. Tenants will be responsible for sprinkler repair, and damage to lawn and landscape. All trash, including around trash cans must be picked up at all times or will pick up and charge. This will include any mess made by the homeless or animals.

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. We reserve the right to remove (at the cost of the tenant), without prior notice, any debris or personal items that are left in the yard. Landlord will not pick up trash, leaves or other debris from yard (if we have to tenants will be billed). Tenant will water the yard at reasonable and appropriate times. Landlord, at Landlords discretion, will be responsible for treatment for wood-destroying insects, if any. NO personal property is to be in the yard at anytime. If you have a shared yard, it will be your responsibility to notify Landlord IMMEDIATELY (via Work Order) of items/garbage in the yard. If this is not done then all tenants can be held responsible for that clean up.

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 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.

YOU COULD BE ACCOUNTABLE FOR

- (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 Tenants responsibility. Any cracks or breakage must be repaired and paid for by Tenant within three (3) days of breakage. It is the responsibility of the tenants to notify each other of repair request they turn in. We will enter with the request of only 1 person.

- 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.

- Items Not to be Repaired: Landlord does not warrant, and will not repair or replace the following: Fences, Storage Buildings, Carports
- Each tenants are required to carry renters insurance, for the duration of the lease.
- Repair Requests and Completion of Repairs: All requests for repairs must be in writing using "Repair Request" form and delivered to Landlord at 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.

Work orders to be turned in online, www.chicoforrent.com w/2 photo of each damaged item.

- 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.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

3.4 MOVE IN, MOVE OUT

- 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 ___ at move in _____.
- 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.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4

General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony

offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

4.4 AGREEMENT OF PARTIES

- 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, its renewal, or its 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. If any section of lease is found to be non-binding it will not effect the remainder of 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 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.

- **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. 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.

4.5 ROOMMATE CHANGES

ROOMMATE CHANGES

THERE IS NO SUBLEASING. ALL PARTIES, BOTH TENANTS AND LANDLORD MUST AGREE TO CHANGING THE LEASE .

If you are interested in taking over a lease of a current tenant, please make sure that you are aware of the following: When you sign onto a lease you will be held responsible for any past due rent owing on the unit (make sure you request a total of any and all past due amount, this can be put in writing), and any past damage done to the unit, and make your co-signers aware of this as well. **WE ARE NOT INTERESTED IN EXPLAINING TO YOUR COSIGNER WHY YOU HAVE TAKEN OVER A LEASE, WITHOUT GIVING THEM ALL THE TERMS OF THE TAKEOVER. WE ARE ALSO NOT INTERESTED IN EXPLAINING WHY YOU TOOK OVER A FILTHY OR DAMAGED UNIT. YOU ARE MAKING THAT DECISION, NOT THIS OFFICE, SO MAKE THAT CLEAR!!! THAT IS YOUR JOB.**

Regardless of who did the damage to the unit, the individuals on the lease occupying the home when it is vacated are the responsible parties. If you sign on to a renewal make sure that you read the terms of the original lease. Copies of all forms may be obtained, but must be requested. **If you are unwilling to take on this responsibility you are not to sign this lease. Signing of this lease constitutes the tenants understanding and agreeing to these terms.** Tenants signing on a lease may request a current ledger sheet at any time, which will show past due amounts. If you are having someone take over your lease. Please make sure that you are aware that, no lease take over will be final until the following happens:

#1. New tenants are approved by our office

#2. All parties (old and new), sign the roommate change form and lease agreement. Once this is done, keep a copy for your records to verify your termination. **Without that termination signed by our office you will remain on the lease.**

#3 \$25 Application fees (per applicant) will be charged to process any application for lease takeovers. They will not be processed without fee being paid. (INCLUDES 1 CREDIT report for applicant and cosigner), ADDITIONAL \$15.00 Cosigner)

#4 \$100 processing fee. Once applicants have been approved there is a \$100 processing fee that must be paid prior to any lease paperwork being changed.

Deposit will not be refunded by our office until unit is completely vacated, the lease has ended and we are given possession of the property back. If you are taking over a lease, or having someone take over your spot, it is your responsibility to work out deposit details among yourselves. We do not get involved. The original deposit paid will remain in our acct. We do not do walk through inspections for roommate changes. All tenants coming in will need to agree to the original condition and sign the original walk through sheet. Any damage done since that point will now be their responsibility.

All Property Owners have individual criteria of whom they will rent to (Some take pets, others do not, some accept co-signers, yet others have to be approved on their own). There will be no exceptions to this. All tenants over the age of 18 must be approved, without exception.

Please remember that when you vacate a current lease, you will not receive a deposit back from Chico Sierra REM unless you have given us (csrem) possession of a vacant unit. If you move and people are still residing in the unit, it will be your responsibility to get your deposit from those tenants, or the new roommate coming in, otherwise your deposit will become the possession of the current tenants, and you will forfeit your right to get any refund back. It is the tenant's responsibility to show their unit, if they are trying to get out of their lease. It is also the responsibility of the tenants to advertise the unit if they choose to do so. If Chico Sierra REM is forced to advertise and show units, these costs will be passed on to the tenants. \$40 per showing, + out of pocket cost for advertising. Mgmt cannot be responsible/ or liable for roommate disputes. This is a joint and several lease.

If a cosigner has signed for multiple people on a lease, they will not be removed as the responsible party until all individuals that they have co signed for have either legally vacated the property (lease is over, all keys returned, all parties vacated) or have been taken off the lease by means of a signed roommate change form

If tenant's breach lease they will be held responsible for

1. Unpaid rent
2. Cost of Re-Letting the property including, advertising, showing fees, etc..
3. Repair fees and eviction fees if necessary
4. Any fees noted in this lease, and any other costs provided by law

SECURITY: The security deposit will secure the performance of Tenants obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenants obligations. **Security deposit will be refunded back when possession of a vacant unit is turned back over to CSREM, within 21 days.** If a roommate change is done, please see roommate change section. If a deposit is given and a tenant does not move in, the deposit will be put towards rent until unit is re-rented. Any balance remaining upon termination will be returned to Tenant. **Tenant do not have the right to apply the security deposit in payment of last month's rent.** Security deposits are held by the Owners of all said properties, not by Chico Sierra REM. Please be aware that security deposits are only refunded back on properties where complete possession of the unit is given back to Chico Sierra REM, If you vacate the property and leave without signing a roommate change form/or a new lease, your deposit will revert to the tenants on the current lease. To stop this from happening please see section for roommate change. If you have someone take over your lease, or if a roommate decides to renew the lease, it is your responsibility to obtain your security deposit from them. We will request 1 forwarding address at you move out, where the paperwork and refund check will be mailed. You will need to make arrangements with roommates on what address that will be. If no forwarding address is given to us at move out, all documents will be sent to current address for the post office to forward to new address. If the tenants have not put in a forwarding, or do not receive the move out paperwork, they will be responsible to pay a Stop payment fee/ per check. Tenants will be held responsible for having the carpets professionally cleaned at move out. A receipt must be provided. Prior to move out, tenants will be given a sheet of our vendors and amounts that they charge. If you move out with repairs needed, DO NOT ask us to refund those amounts. You have plenty of time to do the repairs.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

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Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed