

# LEASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
(Day) (Month) (Year)  
\_\_\_\_\_, "Owner/Agent", whose address and phone  
(Name of Owner/Agent)

number are \_\_\_\_\_,  
(Address and Telephone of Owner/Agent)

and \_\_\_\_\_ "Resident."

## THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_,  
(Street Address)  
\_\_\_\_\_, CA, \_\_\_\_\_  
(City) (Zip)

2. **RENT:** Rent is due in advance on the 1<sup>st</sup> day of each and every month, at \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_, payable at See above address. Payments made in person may be  
(Date) (Address where payments should be delivered)

delivered to Owner/Agent between the hours of NA and NA on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  
 Other \_\_\_\_\_

### Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit (see Owner/Agent for details) and  Cash

If rent is paid after the 5<sup>th</sup> of the month, there will be a late charge of \$ 5% of rent assessed. The parties agree that this charge is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 25<sup>00</sup>, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ \_\_\_\_\_  
 prior to taking possession of the unit **or**  no later than \_\_\_\_\_ (check one).

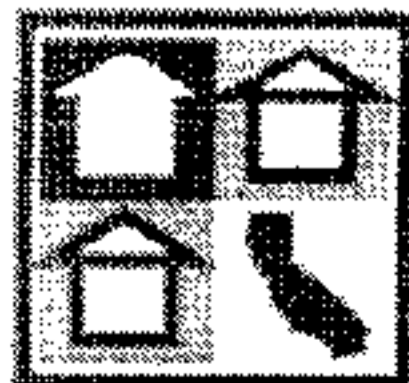
Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **TERM:** The term of this Agreement is for \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, at which time this  
(Term) (Date) (Date)

lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.



5. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, **except:** \_\_\_\_\_. Resident shall have the following utilities connected at all times during the tenancy (check as applicable):  Gas  Electric  Water  Trash  Sewer  Other: \_\_\_\_\_. Disconnection of utilities due to non-payment is a material violation of this Agreement.
6. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

Name	Birthdate	Name	Birthdate
Name	Birthdate	Name	Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, cigarettes, electric space heaters shall be kept or allowed in or about the premises.
9. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
10. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/ Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
11. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is  is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.
13. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.
14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.



**16. SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

**17. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

**18. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

**19. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

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

**21. ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

<input type="checkbox"/> Resident Policies Addendum	<input type="checkbox"/> Smoke Detector Addendum	<input checked="" type="checkbox"/> CC&Rs
<input type="checkbox"/> Move-In/Move-Out Itemization	<input type="checkbox"/> Pet Addendum	<input type="checkbox"/> Unlawful Activity Addendum
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input type="checkbox"/> Asbestos Addendum	<input type="checkbox"/> Proposition 65 Brochure
<input checked="" type="checkbox"/> Satellite Addendum	<input type="checkbox"/> Lead Disclosure Addendum	Other: <u>Insurance</u>
<input checked="" type="checkbox"/> Pool Rules Addendum	<input type="checkbox"/> Mold Notification Addendum	Other: <u>Odor</u>

**22. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

**23. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

**24. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ \_\_\_\_\_, plus court costs.  
Or  each party shall be responsible for their own attorneys' fees and court costs.

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

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

\*\*\* LEASE NOT VALID UNTIL APPROVED BY BROKER\*\*\*

Broker Init. \_\_\_\_\_ Date \_\_\_\_\_

**Summary of Initial Payments.**

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Tenant One: \_\_\_\_\_ Tenant Two: \_\_\_\_\_

**Amount (in dollars)**

**Check No.**

Security Deposit: \$ \_\_\_\_\_

\_\_\_\_\_

First Month's Rent: \$ \_\_\_\_\_

\_\_\_\_\_

Any Other(s): \$ \_\_\_\_\_

\_\_\_\_\_

Total: \$ \_\_\_\_\_

Additional Provisions (such as pro-rated rent, etc):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tenant One Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Two Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date

Approved by \_\_\_\_\_  
Broker Date

ADDENDUM TO RENTAL AGREEMENT OR LEASE

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

THIS ADDENDUM is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between \_\_\_\_\_, "Owner/Agent" and \_\_\_\_\_, "Resident".

IN CONSIDERATION OF THEIR MUTUAL PROMISES OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

2. This Addendum shall be and is incorporated into the Rental Agreement /Lease between Owner/Agent and Resident.

\_\_\_\_\_ is master metered for the building. Resident pays a pass-through based on last year's usage and apartment square footage. This charge for \_\_\_\_\_ usage for \_\_\_\_\_ is \$ \_\_\_\_\_ per month. This charge is updated annually, generally on April 1st, and is changed with a 30-Day notice.

This addendum to be effective as of \_\_\_\_\_ (date).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

**Owner's Disclosure or Agent\* acting on behalf of Owner (initial)**

JE (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JE (b) Records and reports available to the Owner (check one below):

\_\_\_\_ Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Agent's\* Acknowledgment (initial)**

\*The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

JE (c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

**Lessee's Acknowledgment (initial)**

(d) Lessee has received copies of all information listed above.

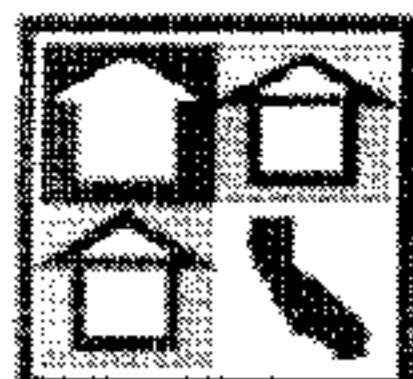
\_\_\_\_ (e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Everyone initials  
Both items

**Certification of Accuracy**

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

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



**Unauthorized Reproduction  
of Blank Forms is Illegal.**



**RENTAL AGREEMENT/LEASE AGREEMENT  
ADDENDUM PERTAINING TO ASBESTOS**

POSTED IN ACCORDANCE WITH PROPOSITION 65,  
CALIFORNIA HEALTH AND SAFETY CODE 25249.5 ET SEQ.

**WARNING**

Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

(Owner/Agent: check one)

This building **may** contain asbestos, a chemical known to the state of California to cause cancer.

OR

This apartment project contains asbestos, a chemical known to the state of California to cause cancer. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

OR

This apartment project contains asbestos, a chemical known to the state of California to cause cancer, and other chemicals known to the state of California to cause cancer and/or birth defects and other reproductive harm. These hazardous substances are contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

Resident or their guests, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the Premises or any part thereof, including without limitation: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling.

- 2. Resident shall notify Owner and agents immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.
- 3. Resident or their guests shall not use or keep in the Premises or cause to enter or remain in the Premises, any **dangerous substances**, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials.
- 4. This addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent



**UNAUTHORIZED REPRODUCTION  
OF BLANK FORMS IS ILLEGAL**



**MOLD NOTIFICATION ADDENDUM  
TO RENTAL AGREEMENT/LEASE AGREEMENT**

THIS AGREEMENT made and entered into between \_\_\_\_\_, "Owner/Agent"  
and \_\_\_\_\_, "Resident".

Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent



# RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

Page \_\_\_\_\_  
of Agreement

## I. GENERAL

1. This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Resident) for the premises located at \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than 5 days in a \_\_\_\_\_ month/year (circle one) period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
4. Residents who lock themselves out of their units may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent.

## II. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 10:00 p.m. and 9:00 a.m.

## III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



**IV. SAFETY/SECURITY**

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

**V. MAINTENANCE, REPAIRS AND ALTERATIONS**

Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.

2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

**VI. PARKING**

Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)

Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

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

Date	Resident	Date	Resident
------	----------	------	----------

Date	Resident	Date	Resident
------	----------	------	----------



**Unauthorized Reproduction  
of Blank Forms is Illegal.**



# UNLAWFUL ACTIVITY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Resident) for the premises located at \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_, CA \_\_\_\_\_.

(Street Address) (City) (Zip)

1. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, members of the Resident's household, and any guest or other persons under the Resident's control *shall not engage in any act intended to facilitate criminal activity*, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household *will not permit the dwelling unit to be used for, or to facilitate, criminal activity*, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. *VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.* A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.

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

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



**ADDENDUM TO RENTAL AGREEMENT OR LEASE**

This Addendum is entered into between \_\_\_\_\_, "Owner/Agent"  
and \_\_\_\_\_, "Resident".

IN CONSIDERATION OF THEIR MUTUAL PROMISES OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

2. These Addendums shall be and are incorporated into the Rental Agreement / Lease between Owner/Agent and Resident.

3. Agreement is as Follows: "Apartments covered by the Berkeley Rent Stabilization Board will have their rents adjusted each year per the Berkeley Rent Stabilization Board's regulations. Increases will go into effect EACH JANUARY. The resident will receive a 30-day written notice of this increase. The increase is determined by the Berkeley Rent Stabilization Board and varies on a yearly basis." (\_\_\_\_ init.) (\_\_\_\_ init.)

4. Resident acknowledges that premises are free of odors and agrees to return the unit to the same condition as it was received. Resident shall pay Owner/Agent to repair, replace, or rebuild any portion of the premises necessary to remove any odors incurred by the resident. (\_\_\_\_ init.) (\_\_\_\_ init.)

5. Information for Services of Process, Notices and Demands:

See lease  
\_\_\_\_\_ Property Manager / Owner (circle one)

6. Resident(s) acknowledge here with their initials that a Termination of this Agreement by any Tenant shall be deemed a Termination of ALL occupants. (\_\_\_\_ init.) (\_\_\_\_ init.) (\_\_\_\_ init.) (\_\_\_\_ init.)

7. Resident(s) has the right to move into the unit starting at 3:00pm on the first day of the lease, and must be completely moved out by 10:00am of the day after the lease terminates. (\_\_\_\_ init.) (\_\_\_\_ init.)

This addendum is to be effective as of \_\_\_\_\_ (date).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

(Also initial  
↑  
above)

# SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is made and entered into between \_\_\_\_\_,

“Owner” and \_\_\_\_\_ “Resident.”

OWNER AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. Resident is renting from Owner the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*

\_\_\_\_\_, CA \_\_\_\_\_  
*(City) (Zip)*

2. This Agreement is an Addendum and part of the Rental Agreement/Lease between Owner and Resident.

3. The premise(s) is (are) equipped with a smoke detection device(s).

4. Resident acknowledges the smoke detection device(s) was (were) tested and its operation explained by Owner or agent in the presence of Resident at time of initial occupancy and the detector(s) was (were) operating properly at that time.

5. Resident shall perform the manufacturer’s recommended test at least once a week to determine if the smoke detector(s) is (are) operating properly.

6. Initial ONLY if BATTERY OPERATED: \_\_\_\_\_

) Please initial here

By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery-operated unit and it shall be each Resident’s responsibility to:

- a. ensure that the battery is in operating condition at all times;
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or agent immediately

7. Resident(s) must inform the Owner or agent immediately in writing of any defect, malfunction or failure of any detector(s).

8. In accordance with California law, Resident shall allow Owner or agent access to the premises for that purpose.

This form must be filled out by resident(s) and mailed back to Cedar Properties. Owner/Agent will sign form when received.

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

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

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

I (We) have read and understand our obligations. ( _____ init ) ( _____ init ) ( _____ init ) ( _____ init ) Date: _____
---





**CEDAR  
PROPERTIES**

55 Santa Clara Ave., Ste. 170  
Oakland, CA 94610  
Ph. 510.834.0782  
Fax. 510.588.5465

## **IMPORTANT NUMBERS** **FOR APARTMENT LIVING**

The following are telephone numbers for most of the utilities and services you will have to contact.

Electricity and Gas: PG&E Residential Services: 800-743-5000.

Water Service (E.B.M.U.D.): 866-403-2683.

Trash Collection and Recycling:

Berkeley - 510-981-7270

Oakland/Emeryville - 510-613-8700

Local Telephone Service & DSL (At&t): 800-288-2020

Cable Television & Cable Modem: 800-COMCAST.

Emergencies (Police, Fire, Ambulance): 911.

**CEDAR PROPERTIES, General Information: 510-834-0782.**

**CEDAR PROPERTIES, Routine Maintenance: 510-834-0782.**

**CEDAR PROPERTIES, Emergency Maintenance: 510-499-9990.**

**Berkeley Street Parking Permit:** 510-981-7200 ext. 3. Currently (2006) the fee is \$30.00 per year. You will need to show all of the following: 1) Photo Identification; 2) Automobile Registration with your new address; 3) and one of the following with your new address: Lease Agreement; Bank Statement; Credit Card, PG&E, Telephone, or Cable Bill.

**Oakland Street Parking Permit:** (510) 986-2681. Currently the fee is \$25.00 per year. You will need to show all the following: 1) Proof of Residency; 2) Proof of Vehicle Ownership

## Sources of Chemical Exposures

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals.

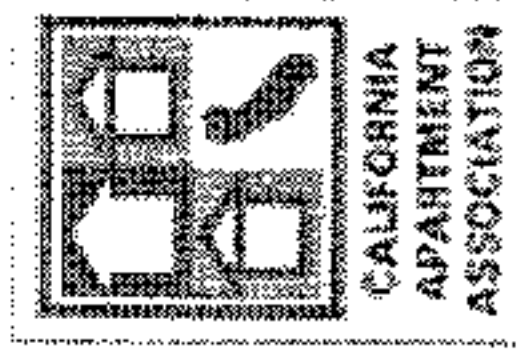
This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

**General – Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

**Foods and Beverages – Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

**Alcohol – Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk. And, During Pregnancy, Can Cause Birth Defects.



CALIFORNIA APARTMENT ASSOCIATION  
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Sacramento, CA 95814  
(916) 447-7881  
(800) 967-4222 - toll-free phone  
(877) 999-7881 - toll-free fax  
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**JMBM** | **Jeffrey Mangels**  
**Butler & Marmaro LLP**

The law firm of Jeffrey, Mangels Butler & Marmaro LLP assisted in preparing this brochure. For more information about JMBM and its Rental Housing Industry Practice Group go to [www.jmbm.com](http://www.jmbm.com) or call (310) 203-8080 or (415) 398-8080.

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## California's Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

### **Warning**

*This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.*

### **Second Hand Tobacco Smoke and Tobacco Products.**

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

### **Furnishings, Hardware, and Electrical Components.**

Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

### **Combustion Sources.**

Combustion sources such as gas stoves, fireplaces, and barbecues contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

### **Construction and Maintenance Materials.**

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

### **Certain Products Used In Cleaning And Related Activities.**

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

### **Swimming Pools and Hot Tubs.**

The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

### **Paint and Painted Surfaces.**

Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

### **Engine Related Exposures.**

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility.

Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

### **Pest Control and Landscaping.**

Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.