

RENTAL LEASE AGREEMENT

Address: _____ **Chico CA**

THIS AGREEMENT is made and entered into on this day _____ between Dan Ostrander (landlord)
(tenants)

Each Tenant is jointly and severally liable for the payment and performance of all other terms of this agreement. The Landlord agrees to rent to the above Tenants, and Tenants agree to rent from above at _____ for the **contract term of** _____ **days** beginning _____ and ending _____ for the total rent sum of \$ _____ lawful money of the United States of America.

2. SCHEDULE FOR THE PAYMENT OF RENT: Commencing on the date of signature, Tenants agree to deposit the sum of **\$3400.00** representing the **last and first month rent, *security deposit, and lease processing fees** with the Landlord or Landlord's agent. The balance of last and first month's rent, security deposit, lease processing fees, and personal guarantee forms are due prior to move in. Beginning _____ Tenants will pay Landlord the monthly rental sum of \$ _____ **payable in advance on the 25th day of each month and no later than the 1st day of the current month.**

Rent will be paid to Dan Ostrander at 647 W. 4th Avenue #E, Chico 95926 or **mailed to P.O. Box 36, Chico, Ca 95927-0036.** The acceptable form of payment will be: personal check, money order, and cashier's check. All checks will be deposited by owner in form of electronic remote deposit in office.

OVERPAYMENTS ON ACCOUNTS WILL BE DISPERSED EQUALLY AT THE END OF THE LEASE TERM. (Initial) _____

***Amended deposit payment arrangements** _____

3. LATE CHARGES, RETURNED CHECKS AND OTHER FEES:

Because Landlord and Tenant agree that the actual damages for late rent payments are very difficult or impossible to determine, Landlord and Tenants agree to the following stated late charges as liquidated damages:

a). If any one or all of the Tenants fail to pay the **full amount of rent by the 1st day of the month, a \$35.00** (thirty five dollar) **late rent charge will be due to each Tenant that is late. In addition, the Landlord reserves the right to a charge of \$2.00 (two dollars) per day for every day full payment of rent is not received by Landlord.** This payment is made to the Landlord for lack of contract performance, inconvenience and to cover any fees that might be charged to the Landlord as a result of such late payment by the Tenant.

b). In the event that any one of the Tenants remits a check to the Landlord that is returned by the bank for insufficient funds, a stop payment, account closure or any other reason, that Tenant agrees to pay a \$40.00 (forty dollar), plus a \$35.00 (thirty five dollar) late rent charge and an additional \$2.00 (two dollar) per day for every day the rent is not paid in full. The Tenants understand that the service charges are a material covenant of the lease. Should a Tenant's rent check be returned by the bank more than once, Owner may serve a 30-day written notice that all future rent be paid in a guaranteed form by certified check or money order.

c). Tenants agree to pay a \$30.00 (thirty dollar) service charge for each 3-Day Notice to Pay Rent or Quit that is served in order to collect late rent, or if the Landlord or Landlord's Agent serves a 3-Day Notice to Perform Covenant or Quit in the event that the Tenants are in breach of contract. The tenants agree to pay \$30.00 court filing fee plus all court costs due to serving the tenants for the 3-Dqay Notice.

d). Late fees and bounced check charges shall be due when incurred and shall become additional rent. **Payment will be applied to charges which become rent in the order accumulated.** All unpaid charges or any fees owed by Tenant, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills will become additional rent at the beginning of the month after the Tenant is billed. Tenant's failure to pay the full amount for a period may result in the initiation of eviction proceedings. If the month's rent payment submitted is less than the agreed amount (even \$5.00) a late fee charge may be applied by the Landlord. Landlord's acceptance of any late fee or dishonored check fee shall not act as a waiver of any condition of the lease. Landlord reserves the right to exercise any other rights and remedies under this Agreement or as provided by Law. (Initials: _____).

4. POSSESSION OF THE PREMISES: If after signing this Agreement, Tenants fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event the Landlord is unable to deliver possession of the premises to the Tenants because of failure of prior occupants to vacate, or partial or complete destruction of the premises, Tenants shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenants shall be limited to the return of all sums previously paid by the Tenants to the Landlord. (initials: _____).

5. USE OF THE PREMISES:

a). **CONDUCT:** **Tenants agree that their guests, or themselves, shall not make or allow any disturbing noises caused by large parties (no more than 10 guests at any one time in or around the unit or on the property grounds) , nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons, including violence or threat of violence, it is grounds of termination of lease.** All musical instruments, television sets, stereos, radios, etc....., are to be played at a volume which will not disturb other persons. Also, no lounging, visiting or loud talking, that may be disturbing to other Tenants, will be allowed in the common areas between the hours of **10:00 P.M. and 7:30 A.M.** The activities and conduct of Tenants and Tenants' guests inside or outside of the unit, on the common grounds and parking areas must be reasonable at all times and not annoy or disturb other persons. Tenants shall not violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs. **No agricultural (growing of marijuana plants) activity is permitted on premises WITH NO EXCEPTIONS.** If violated and damages occur including Sect 8 b) Mildew, tenants are responsible for all repairs. Tenants are subject to a **\$150.00 fine for party** or noise violations that require Landlord response and any fines levied by the City of Chico. or Chico Police under the new Party Ordinance or any ordinances the City of Chico puts into effect during the lease term. Fines may be assessed on individual or multiple apartments depending upon level of participation. Violation of the above decrees or any of the like decrees described in the attached Rules and Regulations (addendum #1) is **considered a non-curable breach of this agreement and will result in immediate eviction of all Tenants.** Should Tenants be evicted before the expiration of the term, Tenants will be liable for the balance of the rent for the remainder of the term, less any rent the Landlord collects for a replacement tenant by reasonably attempting to re-rent. Tenants who are evicted before the expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant. (initials: _____)

b) Tenant shall not smoke or permit any guests or invitees to smoke cigarettes, pipes, marijuana, cigars or any other smoking material inside the leased premises. If there is smoking inside the premises, Tenant will be responsible for costs associated with smoke damage which may include painting or cleaning of the walls ceilings and floors and deodorizing at the end of the lease. For any smoking outside, cigarette butts, wrappers, and matches should be

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properly disposed of in sealed bags in the garbage containers, and not discarded on the ground (initials: _____).

c). **OCCUPANCY:** Said premises are to be used as a private residence for Tenants and for no other purpose without the Landlord's consent and to be occupied only by the above mentioned Tenants. Tenants shall not sublet any part of the premises, or assign this Agreement without the prior written approval of the Landlord. Occupancy by **guests** of more than **6** days consecutive days, or more than **6** days in one month, is prohibited without Landlord's written consent and will be considered a breach of this lease agreement. (initials: _____).

d). **TRANSFERS:** If one of the Tenants wishes to vacate the property early, it is understood by all Tenants that a replacement for that person must be found in order to release the out-going Tenant from the Rental Contract. The out-going Tenant is responsible for finding a replacement, unless otherwise specified by remaining Tenants. The Landlord must give written consent to allow for such a transaction, and the transfer must be authorized (in writing) by the residing Tenants. It is agreed that **each transferring Tenant will pay \$150.00** (one hundred fifty dollars) to the Landlord for such consideration and lack of contract performance, and the time and paperwork the Landlord or Landlord's agent must spend with the new and old Tenants. (initials: _____).

e). **ANIMALS: NO ANIMAL, DOG, CAT, OR OTHER ANIMAL SHALL BE KEPT ON THE PREMISES WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT.** DOGS ARE PROHIBITED AT ALL TIMES EXCEPT PROPERLY TRAINED DOGS NEEDED BY DEAF, BLIND, OR DISABLED PERSONS. (CCA SERVICE DOG FORM AND VERIFICATION) **REGARDLESS OF THE REASON FOR APPROVAL AN ANIMAL OR SERVICE ANIMAL.** ALL ANIMALS ARE TREATED THE SAME AS DESCRIBED IN THE ADDITIONAL RENTER/ANIMAL POLICY, SECTION 5 f) below. Should tenants bring an unauthorized animal (dog or cat) into the apartment, the tenants will be **charged \$150.00 for the initial violation then \$150.00 per month** until Landlord has received written confirmation from all tenants that the unauthorized animal (dog or cat) has been permanently removed. (initials: _____).

f). **ADDITIONAL RENTER/ANIMAL POLICY:** If Tenants wish to add an additional tenant onto the existing lease, or keep a animal on the premises, and Tenants have written consent from the Landlord, Tenants agree to pay an \$150.00 per month rent increase for consideration of additional wear and tear on the apartment and \$480.00 security deposit plus \$20.00 processing fee for each additional tenant. In the case of a animal, Tenants shall pay for and provide a copy of a "black light" test performed by an authorized carpet cleaning company prior to having a an animal in the unit and a second "black light" test to be paid for and provided by tenant when the lease expires to be compared to the first test taken. If there are any new stains then tenants agree to pay landlord to replace the carpet. **Guests' animals are not allowed, no matter how short their stay will be. IF THIS SECTION IS VIOLATED,** and Tenants keep either an additional renter or animal on the premises without the written permission from the Landlord (regardless of who allowed the additional occupant to move in, or who owns the animal) it will be assumed by the Landlord that the additional occupant/animal was residing on the property from the first day of the original Lease-Rental Contract and an additional rental fee of \$150.00 per month will be charged. Tenants will be responsible for all additional back rent for the unauthorized occupant/animal, and pay an additional security deposit as specified by the Landlord. **Any tenant who signs a contract and/or extension of a contract and allows a person to move in, who has not signed the Lease agreement or extension and has not submitted an approved Personal Guarantee, understands that those who signed the lease or extension take full responsibility for that person or animal and any damage, additional monthly rent and fees, as described above, incurred as a result.** (initials: _____).

6. **ENTRY AND INSPECTION:** Tenants shall permit Landlord or Landlord's agent to enter the premise at reasonable times and upon reasonable notice, if practical, for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagers. Except in cases of emergency, Tenants' abandonment of the premises, or court order, Landlord shall give Tenants reasonable notice of intent to enter and shall enter only after giving such notice. (initials: _____).

7. **INDEMNIFICATION:** Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to Tenants and their guests or invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenants **obtain a renters' insurance policy** from a recognized insurance firm to cover Tenants' liability, personal property damage and damage to the premises. (initials: _____).

8. **CARE OF THE PREMISES:** Tenants agree not to injure or deface the premises, and agree to pay for all damages to the property, furnishings, windows, screens or doors. This includes both the interior of the residence and the exterior areas including plants and/or lawn at or around the entry of apartment, bbqs, exterior light fixtures, doors, screens, fire extinguishers and, etc. Tenants are responsible for removing all debris around their unit (i.e. cig. butts, bottles, cans, broken glass, furniture, bikes, trash of any kind) throughout their tenancy. If Tenants do not maintain the exterior common areas around their residence, the Landlord may contract someone to do it for them at the Tenants' expense. If shrubs are damaged around your residence because people are walking on them, you could be held responsible. After one warning notice the Landlord will hire the area cleaned at a minimum fee of \$35.00 for the first hour and \$15.00 for each additional hour. Furniture must be kept inside the unit at all times. Stuffed furniture placed by the tenants outside of the unit will be removed and disposed of at the tenants' expense. Sofas and recliners will be removed by landlord and disposed of at the Tenants' expense. Only plastic or resign style chairs will be considered acceptable outside furniture. Patio furniture must be stored neatly on the back patio or by apartment entry off of grass areas. **BEER PONG TABLES, PLASTIC OR INFLATABLE POOLS, SLIP-N-SLIDES, TUBES OR SUCH ARE NOT ALLOWED ON THE GRASS, COMMON AREAS, OR WALKWAYS.** BBQs are to be used for cooking only and are not to be used as a fire pit, or covered in any manner with boards or other materials. Tenants will be charged for repairs to the BBQs as a result of their or their guests misuse or abuse. Tenants agree to maintain a clean area at the front entry, patios and back porch area of their apartment. Tenants understand that the use of "inside furniture outside" is prohibited. (initials: _____).

a) **MAINTENANCE AND REPAIRS: DURING THE TERM OF THIS AGREEMENT IT IS THE TENANTS RESPONSIBILITY TO IMMEDIATELY NOTIFY THE REPAIR PERSON AUTHORIZED BY LANDLORD (see attached list of authorized repair persons) TO REPORT ANY DEFECTS OR DANGEROUS CONDITIONS IN OR ABOUT THE PREMISES OF WHICH THEY BECOME AWARE.** There will be a charge for every unsuccessful service call attempt due to inaccessibility caused by changed locks, locked bedroom doors, appointments set and cancelled the day the work is performed, vicious or dangerous animals, unsanitary or unsafe conditions created by occupants. *Tenants shall be responsible for the control of rodents and ants*(see sec 8g). Tenants shall be responsible for any and all damage done to the apartment that is caused by Tenant negligence or improper use, including, but not limited to the following: (1) costs of repairs due to waste pipe or drain clearances, (2) any damage other than normal wear and tear to the garbage disposal, or for any foreign objects found in the disposal, or for damage done by foreign objects to the disposal and pay a minimum service charges of \$70.00; (3) any broken windows or damaged screens **regardless of how the damage may have occurred.** TENANTS MUST REIMBURSE LANDLORD, ON DEMAND BY LANDLORD, FOR THE COST OF ANY Repairs TO THE PREMISES DAMAGED BY THE TENANTS OR THEIR GUESTS OR INVITEES THROUGH MISUSE OR NEGLECT. The reasons for calling repair persons directly are as follows: (1) Tenant will know the complaint has been reported; (2) Tenant can personally explain the problem; (3) Tenant can make an appointment convenient for them; (4) Tenant can have an expectation of the problem being taken care of. Tenants agree to accept responsibility for any inconvenience charges by vendors related to missing previously arranged appointments. Owner is not responsible for independent contractors not showing up for appt. . . . Tenant must notify Chico College Apts. if independent contractor does not show for appointment so owner can make other arrangements for work to get done in a timely matter. (initials: _____).

b) **MOLD NOTIFICATION:** The Landlord has inspected the unit/home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenants are hereby notified that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit/home, it can cause mildew and mold to grow. Tenants are responsible for the removal/cleaning of surface mildew on the walls, ceilings and or window sills that accumulates as a result of poorly ventilated room. It is important that Tenants regularly allow air to circulate in the unit/home. It is also important that Tenants keep the interior of the unit/home clean and that they promptly notify the Landlord/Agent of any leaks, moisture problems and/or growth. Tenants understand they will be held liable for all cost and damages to the Landlord as well as costs to repair damaged property as a result of their violation of

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the aforementioned terms. (initials: _____).

c) **INTERNET SERVICE:** See Attached Addendum #3, IF OFFERED

d) **ALTERATIONS:** Tenants shall not, without Landlords' prior written consent, alter, re-key, or install any new locks on the entry door of the premises. Entry door locks are keyed to a master lock system and must remain uniform. Tenants agree to a charge of \$75.00 to rekey or replace the entry door lock (1) when requested by the tenants (2) when original number of keys issued are not returned (3) lock is changed by the tenants. Each bedroom is furnished with a standard passage knob. If Tenants replace standard passage knobs with locking knobs, Tenants must properly reinstall original-type knob to interior door or be charged a \$40.00 fee per knob replacement. Tenants assume any and all liability for repair or replacement costs associated with any damage caused to the doors, hardware or jambs as a result of Tenant-installed door locks. Tenants are responsible for repair and restoration costs resulting in installation of wall paper, curtains, custom paint or other decorative alterations. (initials: _____).

e) Tenants shall not, without Landlord's prior written consent, install any temporary or permanent fixtures and agree to take full responsibility for the safe, correct, and legal installation of any fixtures made upon written approval by the Landlord. Landlord prohibits Tenants to drill through the exterior of the building or attach or have attached any additional exterior wiring. The installation of satellite dishes or TV antennas to the exterior of any building is prohibited. (initials: _____).

f) **SMOKE / CARBON MONOXIDE DETECTORS:** The premise(s) is/are equipped with a smoke detection device and CO2 (carbon monoxide detector) Upon occupancy, it shall be the sole responsibility of the Tenants to test the smoke/carbon monoxide detectors on a regular basis (by pressing the test button) to ensure that the devices are operating correctly. The tenants will inform Landlord or Landlord's Agent **immediately**, in writing, of any defect, malfunction, or failure of such smoke/carbon monoxide detectors. Tenants are responsible for replacing smoke/carbon monoxide detectors batteries, if any, as needed. Tenants are NOT to disconnect smoke/carbon monoxide detectors at any time other than to replace batteries. **If detectors are removed, Tenants will be charged a replacement/installation fee and may face possible liability in relation to fires occurring as a direct result of a disconnected smoke/carbon monoxide detectors.** (initials: _____).

g) **PEST CONTROL:** Tenant is responsible for control and/or elimination of all insects and rodents including but not limited to ants, spiders, earwigs, mites, bed bugs, roaches, fleas and mice. Tenants are required to report all pest sightings – including bed bugs – to the Landlord immediately. To prevent the spread of bed bugs and other pests, it is recommended that the tenants' mattress and box spring be covered with a synthetic encasement/cover. In the case when pest control services are required, Tenants agree to cooperate fully with the Landlord and vendors in the performance of required and necessary work pest extermination. Tenants agree to accept financial responsibility for inconvenience charges related to missing previously arranged appointments. Tenants are prohibited from obtaining furniture from dumpsters or other unknown sources where bed bugs could live and unknowingly be brought into the unit to proliferate. (initials: _____).

9. MOVING IN/OUT:

a) **MOVE IN:** Tenants acknowledge receipt of the premises and furnishings in good condition unless otherwise noted in writing on the Move in/Move out Sheet. Tenants agree to submit the completed Move in sheet to the landlord within 7 days from taking possession allowing new Tenants ample time to see and document any defect inside/out of the unit. This inspection is required to ensure that it is clean enough and all necessary repairs have been completed. **If the unit is not reasonably clean, the Tenants have the right to request the unit to be cleaned further. The Tenants must report the condition and make the request of the Landlord within 24 hours of taking possession by picking up keys.** In the absence of any such written notification from the Tenants, within the said period, Tenants agree that it will be conclusively presumed that the premises are clean, in good condition and repair, and that any objection by Tenants thereto will be deemed waived. (initials: _____).

1) KEYS/PARKING PERMITS: It is the Tenants' responsibility for picking up the keys from the Landlord or Landlord's Agent. **Appointments must be made in advance of the first day of the lease term. Landlord will not be held liable for any inconveniences or be held responsible for delivering keys if prior arrangements have not been made.** The Tenants shall return all keys to the Landlord/Agent on the last day of the lease. Tenants will be charged for the rekeying of entry or mailbox locks if the original keys are not delivered to the Landlord on the last day of the lease. The following is a schedule of charges for rekeying or replacement of such items: REKEYING LOCKS: entry door locks (\$75.00); mail box lock (\$55.00); REPLACEMENT KEYS: pool key (\$100.00); entry door key or mail box key (\$15.00); Rekey mailbox lock (\$55.00), parking permit sticker (\$25.00). LOCKOUT: Should a Tenant become locked out of his/her unit during business hours, the office manager can open unlock unit for \$20.00 min at time of service. If the Lockout occurs after business hours you are responsible for calling and paying for a locksmith. (initials: _____).

b) **MOVE OUT:** You have the right to request an Initial move out inspection at which time management will inspect your apartment and, to the extent possible, identify damage, excessive wear and tear, and cleaning and other conditions that will have to be remedied in order to avoid deductions from your security deposit. Problems that occur between the initial inspection and the final inspection, or that were missed due the presence of your possessions, can still form the basis of a deduction from your security deposit. You may contact our office if you wish to schedule an initial inspection. Initial inspections are scheduled between the 2 and 5 Normal business hour days prior to the lease termination date. (initials: _____).

1) **DAMAGES:** Tenants understand that the use of nails, tacks, tape, and screws will cause damage to the walls/ doors. Tenants agree to repair and repaint the walls to match the original color, prior to move out, if and when the walls are damaged or altered. If the paint does not match after being touched up, the Tenant must repaint the entire wall. Any damage or alterations to the mini blinds, screens, walls or doors (including nail holes in doors, bent slats and bent screen frames) not due to normal wear and tear will assessed at the end of the lease term and repairs or replacement charges deducted from the security deposit. The same applies to any damage to interior and exterior doors from the use of nails, screws, tacks, tape will result in their replacement. Replacement costs for carpet and vinyl / laminate is prorated by the number of years of the life of each. The lifetime of each is 10 years. Tenants are responsible for the replacement/repainting costs for the years lost from the lifetime of the aforementioned item if a result of Tenant misuse, abuse or neglect. **Excess water left on laminate flooring damages laminate flooring, including spills and or over mopping.** (initials: _____).

2) **CARPET/FLOORING:** Tenant understands that the carpets in the unit were professionally cleaned prior to the tenants taking possession. If the Tenants wish, they may make arrangements to have the carpets cleaned themselves (no later than 48 hours prior to the move out date) by a professional carpet cleaning company, and provide the Landlord with a paid receipt for such. If the Landlord does not find the cleaning to be sufficient or "move in ready" the Landlord will have the carpets re-cleaned and the charges deducted from the Security Deposit. The Landlord's a standard carpet cleaning charge is \$250.00 for any 4 bed and \$275.00 4 & 5 bedrooms rooms with carpet throughout), \$200.00 (2 bed apartment + stairs with carpet). This charge will be deducted from the security deposit to professionally clean the carpets. Any extra charges for additional cleaning, repairs, stain removal, dying, odor neutralizing or U.V. Light testing determined to be from tenant-related abuse, misuse or neglect will be billed **in addition** to the above standard cleaning charge. Tenants are responsible for the repair or replacement of damaged laminate or tile flooring caused during the term of the lease. A minimum labor charge of \$150.00 will be assessed for the repair or replacement of damaged laminate or tile flooring. **Such damage warranting repair/replacement includes, but is not limited to, scratches, chips, dents or cracked tiles, burns, stains or water damaged/warped flooring.** (initials: _____).

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3) **CLEANING:** Complete cleaning of the unit is required as specified in the Tenant Move Out Procedures handout. Copies of this handout will be distributed in the beginning of May each year and prior to the ending date of the Lease Agreement. Apartments that are not left in "move in ready" condition will require additional cleaning. Any cleaning that is required after Tenants have moved out will be handled **by independent cleaning companies. The landlord makes no profit on cleaning and will charge the Tenant only the amount charged by the independent cleaning co.** Cleaning charges are assessed by the companies themselves, and are billed out to the tenants based upon their prices for the current year. All prices of standard damage and cleaning charges from the year are summarized in our Tenant Move Out Procedures handout. The Tenants will, on the last day of the lease or prior to the termination of this agreement, surrender unto the Landlord all and singular said premises in the same condition as when received.
(initials: _____).

10. WAIVER BY THE LANDLORD: If any condition or term contained within this lease is temporarily deemed waived (i.e.. late charge) it shall not violate the same or any other term or condition contained within this agreement (. (initials: _____).

11. DEPOSIT AND APPLICATION/LEASE PROCESSING FEE: Tenants have, contemporaneously, with the execution of this lease, deposited with the Landlord or Landlord's Agent the sum of \$ _____ **DOLLARS** for Security Deposit and Lease Processing Fee, receipt of which is hereby acknowledged by the Landlord.

a). **LEASE PROCESSING FEE:** **The Tenants also acknowledge that \$20.00 per person was retained from the original Deposit as an lease processing fee and is nonrefundable.** The application and lease processing fee is not a security of the Tenants' performance of lease, and is not prepaid rent. The lease application process shall include the completion of the Rental Lease Agreement, return of the completed form titled PERSONAL GUARANTEE OF RENT AND PERFORMANCE OF LEASE CONDITIONS, verification of Guarantor's signature for each of the Tenants and payment of First and Last Months rents and Security Deposit. \$ _____ **DOLLARS** shall be held by the Landlord as security for the faithful performance by Tenants of all of the terms, covenants, and conditions of this lease by said Tenants during the term hereof. Tenants understand that a security deposit is not pre-paid rent. Landlord may, but shall not be obligated to, apply all or portions of said deposit on account of tenants' obligations hereunder. Should Tenants comply with all the said terms and conditions, and are not in default hereunder, the \$ _____ **DOLLARS** shall be returned in full to Tenants within 21 days (3 weeks) of the end of the term of this Agreement

c) Landlord may claim (withhold) of the Security Deposit only such amounts as are reasonably necessary to remedy Tenant defaults and a) in the payment of rent; b) to repair damages to the premises caused by Tenant(s), exclusive of ordinary wear and tear; c) to clean such premises, if necessary, upon termination of the tenancy; or d) to have the carpets on the premises professionally cleaned. Tenant(s) understands that the carpets were professionally cleaned prior to occupancy. Tenants may themselves arrange to have carpets **professionally** cleaned, but understand that this cleaning must be completed no more than 48 hours prior to termination of the tenancy. Professional carpet cleaning does not include use of a rented carpet-cleaning machine by Tenants. The Tenants must present a paid receipt from the professional contractor to the Landlord on the move out day as proof of cleaning. If the Landlord does not find the carpets to be cleaned to move in condition, the Landlord will have the carpets re-cleaned and the cost deducted from the tenant's security deposit. Tenant will also be charged for any costs not related to normal wear and tear of the carpet such as, repairs, patches, dying, gum or stain removal, etc.
(initials: _____).

12. NO TENANT MAY RESIDE IN THE PREMISES UNTIL AN ACCEPTABLE AND COMPLETE GUARANTEE FORM FOR EACH OF THE TENANTS OF THAT UNIT HAS BEEN RECEIVED BY THE LANDLORD OR LANDLORD'S AGENT. NO EXCEPTIONS. GUARANTEES AND FINAL PAYMENT NOT RECEIVED BY _____ ARE SUBJECT TO A \$35.00 LATE CHARGE. ALL GUARANTOR FROM EXTENDED AND TRANSFERRED FROM A PREVIOUS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. (initials: _____).

13. UTILITIES: For the entire term, Tenants will be responsible for payment of all utility services, except for the following, which will be paid by the Landlord **GARBAGE.** (initials: _____).

14. EACH TENANT MAY BE CHARGED AT THE RATE OF \$75.00 per day for not vacating the premises on the last day of the lease term . Tenants may also be held liable if, by remaining on the premises past the end of their lease, they cause a liability for the Landlord regarding scheduling of cleaning, painting and maintenance crews necessary to prepare for the next incoming tenants . (initials: _____).

15. ALARM SYSTEM (If applicable): IF ANY TENANT OR GUEST OF TENANTS DAMAGE THE ALARM SYSTEM THEY AGREE TO PAY THE REPAIRS TO THE SYSTEM. It is the responsibility of tenants to 1).**Notify Landlord if the alarm system is not working correctly or malfunctioning, 2) To notify Police if alarm system is activated.** The Alarm System has motion sensors in the downstairs of the unit. Anyone who enters the unit while the system is on will activate a loud alarm. Activation of this system can be done by the owner's agent. The Tenants are responsible for any fees or permits necessary for emergency/remote monitoring services.(initials: _____)

16. PREVENTATIVE MAINTENANCE ANNUAL INSPECTION/WALK THROUGH: The tenants will be notified by a letter that will be posted in December on resident's doors of **NOTICE OF ENTRY** during the winter break to check and change smoke detector batteries, air filters & CO2 detectors batteries. The residents will be given a form in packet to list any additional maintenance required* on the unit. *(Tenant charges may be applicable on maintenance repairs: sections 8a) and 8f) (initials: _____).

17. TENANT RULES AND REGULATIONS /PARKING AGREEMENT: Tenants acknowledge receipt of and have read a copy of, Rules and Regulations and Parking Agreement (known as Addendum #1 & #2) and attached to and incorporated into this Agreement by reference. Landlord/Agent may change the Rules and Regulations or Parking Agreement without notice. . (initials: _____).

Sign date

Sign date

Sign date

Sign date

Sign date

LANDLORD OR AGENT: DATE

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USE CAN USE MORE THAN 1 LINE FOR INFORMATION

TENANT INFORMATION

TENANTS' NAMES	PERMANENT ADDRESS (include zip code) (parents address)	EMERGENCY CONTACT NAME & PHONE #	Your DRIVER'S LICENSE #	Last 4 SOCIAL SECURITY #(tenant)
1				
2				
3				
4				
5				

TENANTS Print FIRST NAME and CELL NUMBER	EMAIL ADDRESS
1	
2	
3	
4	
5	
6	

TENANT VEHICLES:				
NAME:	MAKE:	MODEL:	COLOR:	PLATE NUMBER:

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RULES & REGULATIONS

Addendum #1

PERSONAL CONDUCT:

It is your responsibility to control your conduct and that of your guests to insure your neighbor's rights and comforts and safety on the property are not jeopardized. It is grounds of termination of this lease. A minimum of noise will be tolerated after 10:00 p.m. **No more than 10 guests per apartment will be allowed. Any gathering involving More than two apartments and exceeding a total of 20 guests is prohibited.**

No kegs or live bands allowed. The consumption of alcoholic beverages is prohibited in lawn areas, parking lots or pool areas. Tenants will be held liable for any and all damages to the property and for any other type of legal Complaints filed against the Landlord associated with any type of gathering. Tenants are subject to a **\$150.00 fine for party** or noise violations that Require Landlord response and any fines levied by the City of Chico or Chico Police under the new Party Ordinance or any City Ordinances that become into effect during lease term. Fines may be assessed on individual or multiple apartments depending upon level of participation.

PARKING: PARKING PERMITS NOT PICKED UP BY "KEY RELEASE SHEET DATE" WILL BE CHARGED \$25.00, AND CAN BE TOWED AT OWNERS EXPENSE ANYTIME AFTER ASSIGNED DATE.

All parking spaces are open to residents. There is no assigned parking. Do not block driveways or access areas. No parking areas are clearly marked. Any vehicles parked on the landscaping will be towed. If parking rules are violated, cars may be towed at the owners' expense. Trailers, boats, etc., may not be parked unless management has approved. All parked vehicles must be in running condition with no broken windows, flat tires, etc and have current registration. (Permits for properties @ 406 Nord Ave ,and 398 Bidwell Place)

Automobile and motorcycle repairs are not permitted in the parking lots. Improper disposal of automobile oil or other hazardous materials will be reported to the proper authorities and your account will be charged.

GARBAGE: Containers have been provided for refuse and garbage. Trash is to be well wrapped, preferably in securely tied plastic bags, and placed inside the dumpsters. It is not acceptable to put trash outside the dumpster and cartons must be crushed and/or cut up and put inside. The management is not responsible for the hauling away of non-trash items such as tires, furniture, etc. Dumpsites are for household garbage only. Tenant is responsible for disposing of large articles; i.e. furniture, mattresses, etc; off site. Improperly dumping furniture at the dumpster will result in a \$75.00 per item charge to the apartment.

AROUND THE HOUSE: SMOKE/CARBON MONOXIDE DETECTORSS: TEST YOUR SMOKE/CARBON MONOXIDE DETECTORS ONE A MONTH by pushing the test button. Replace the battery if the device is beeping intermittently-the battery is weak. **Report any malfunctions to the Maintenance Repair Person. Removal of smoke/carbon monoxide detectors, FOR ANY REASON, may result in a replacement or reinstallation charge. Tenants may also be held liable for costs for damage incurred as a result of the removal of the smoke/carbon monoxide detectors.**

HVAC FILTERS Tenants are responsible for **REPLACING HEATING/AIR CONDITIONING FILTERS BIMONTHLY** to ensure the efficiency of the HVAC unit. Neglecting to replace this filter, or removing the filter and running the unit without, may cause severe mechanical failure of the HVAC unit which in turn could result in a repair charge to the Tenants.

GARBAGE DISPOSALS: Your garbage disposal is designed to dispose of soft food products only. It cannot grind up stringy or hard items (i.e. foreign objects, glass, bottles caps, egg shells, fruit pits or skins, macaroni, potato skins). You may request service of your non-operative disposal to the landlord. **You will be billed by Chico College Apts at the going rate to repair the disposal in the case of a Tenant related repair for a minimum of \$75.00.**

PLUMBING: DO NOT FLUSH Facial tissue, paper towels, feminine hygiene products, q-tips, cat litter and plastic items down the toilet. THESE ITEMS WILL OBSTRUCT THE LINE AND CAUSE THE TOILET TO BACK UP AND OVERFLOW. Do not pour grease down kitchen sinks. Tenants will be charged a minimum charge of \$55.00 to clear any plumbing line. If the clog is determined to be tenants caused and is the charge to the Landlord exceed \$55.00, the tenants will agree to pay the additional amount.

DRYERS: EMPTY LINT TRAP BEFORE EVERY DRYING CYCLE. Failure to clean this regularly will clog the exhaust vent hindering the operation of the dryer. Tenants understand that they could be held liable for charges related to the repair of the appliance as a result.

LAMINATE FLOORING: Any excess water left on laminate flooring will damage and warp the laminate flooring. This includes excess water while mopping, spills ect,... (Per section 9, #1 and #2)

POSTDATING POLICY: Postdated rent checks will be accepted without late payment penalty under these conditions: 1) the check must be **Received by the 1st day of the month or postmarked by the United Staes Post Office by the 1st day of the month;** 2) The post date is **no later than the 15th day of the month;** 3) The post date on the check is **highlighted**. If the date on the postdated check is not highlighted by the payee and the Check is submitted by the Landlord, the payee will responsible for any and all bank fees associated with the refusal by the bank of the check.

TENANTS HAVE READ AND UNDERSTAND THE TERMS LISTED ABOVE, AND UNDERSTAND THAT THE VIOLATION OF ANY OF THESE TERMS COULD BE CAUSE FOR TERMINATION OF THE RENTAL LEASE AGREEMENT.

_____ Sign	_____ date	_____ Sign	_____ date
_____ Sign	_____ date	_____ Sign	_____ date
_____ Sign	_____ date	_____ Sign	_____ date

RENTAL LEASE AGREEMENT

398 Bidwell Place- 406 Nord Ave-

PARKING AGREEMENT

Addendum #2

UNIVERSAL PARKING GUIDLINES

1. Parking permit stickers will be issued **ONE PER TENANT PER VEHICLE**. Those Tenants with more than one vehicle will have to make other parking arrangements for their second vehicle.
2. Guest Parking: **FOUR SEASONS APARTMENTS**: There are five (5) DESIGNATED guest parking spaces located at the front of the parking lot. When these spaces are full, additional guests PARK OFF-SITE. The number of guest spaces may change depending upon the number of tenants with vehicles.
3. Space in the parking lot is on a first come first served basis. There are no guarantees for a space.
4. Parking in the main parking lot is for TENANTS ONLY. BACK-IN PARKING IS NOT PERMITTED. **Parking Sticker must be affixed on the rear passenger-side bumper or window so that it can be visible at a glance from the rear of the vehicle, NO EXCEPTIONS. Any vehicle not displaying a parking sticker in the appropriate spot will be TOWED AT THE TENANTS' EXPENSE.** Vehicle will be subject to being towed if the sticker is not secured to the window and CLEARLY VISABLE, "blows out" or is stolen. Vehicles must properly parked within the lines of ONE parking space. Vehicles doubled-parked, taking up more than one space, diagonal or improperly parked will be subject to being towed at the owner's expense.
(initial) _____
5. **In order to obtain a sticker, each tenant must personally register their vehicle with the main office, AT TIME OF KEYS PICK UP OR BY the assigned date on key release form, where they will be required to present a copy of their current vehicle registration. Call office to set appointment in advance. PARKING PERMITS NOT PICKED UP BY "KEY RELEASE SHEET DATE" WILL BE CHARGED \$25.00, AND CAN BE TOWED AT OWNERS EXPENSE IF VEHICLE DOES NOT HAVE PARKING STICKER ANYTIME AFTER ASSIGNED DATE.** Your vehicle registration must bear the name of either the Tenant or their guarantor. Stickers will not be issued to friends or family. Only one sticker, per person, per vehicle. NO ASSIGNING STICKERS TO VEHICLES OTHER THAN YOUR OWN. (initial) _____
6. At the end of your lease term, you must turn in your sticker, or the remains there of, to the office. Tenants who do not return their sticker will be charged **\$25.00**. The reason for this charge is because if a large number of stickers are not returned then we must print new and different stickers for continuing Tenants.
7. And once again, Tenants or guests who park in the disabled parking spaces or fire lanes are not exempt from City enforcement or fines.

I have read and understand the above Parking Guidelines. I have presented a copy of my current vehicle registration to Apartments for verification. I understand that my parking privileges may be revoked should I violate any of the above guidelines. (initial) _____

Print/Sign	Date	make/model/color/lic#	prmt#
Print/Sign	Date	make/model/color/lic#	prmt#
Print/Sign	Date	make/model/color/lic#	prmt#
Print/Sign	Date	make/model/color/lic#	prmt#
Print/Sign	Date	make/model/color/lic#	prmt#

RENTAL LEASE AGREEMENT

ABOUT COMPLIMENTARY INTERNET SERVICE 406 Nord Avenue ONLY Addendum #3

Internet service is offered COMPLIMENTARY to the Tenants of 647/701 W. 4th Avenue & 406 Nord Avenue. It is provided as a source for BASIC internet use. The Landlord reserves the right to discontinue use of this service at any time.

Accessing and/or utilizing music share sites (ie. Limewire), gaming live or downloading large media formats will compromise the stability of the network. Usage will be monitored by the Landlord remotely. Users found abusing or overusing this service may be limited by the Landlord to access. Repeated offenses with the same users may result in the user/resident being permanently locked out of the network.

Internet service is provided on a shared network. Tenants should take necessary precautions to maintain the integrity of their hardware and/or software. Landlord can make recommendations for such.

The property Landlord assumes no liability for any infiltration or interruption in service, hardware or software. The property Landlord is not liable for loss of money, wages, or the result that a temporary loss of service may have on tenants' ability to access information via the internet that may effect educational status. The property Landlord agrees to practice due diligence to restore service that may be caused by power outages, interruption of service by provider, failure of network hardware and other such equipment provided by the Landlord to deliver service.

If tenants are concerned with this arrangement, they are encouraged to seek on their own, service separate from the complimentary service provided by the property Landlord. 406 Nord Ave Tenants reside in a unit where internet equipment exists. Tenants agree not to tamper with internet equipment for service that is provided by the Landlord. Tenants may be held liable for loss or damage to internet equipment, tenants agree to report any such circumstances to the Landlord immediately.

We have read and understand the above terms of use.

_____ Sign	_____ date	_____ Sign	_____ date

_____ Sign	_____ date	_____ Sign	_____ date

_____ Sign	_____ date	_____ Sign	_____ date

PROPERTY EXEMPT FROM CALIFORNIA TENANT PROTECTION ACT OF 2019 Addendum #4

1. For properties less than 15 years old: "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just-cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d) (5) and 1946.2 (e) (8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

PROPERTY SUBJECT TO THE CALIFORNIA TENANT PROTECTION ACT OF 2019 Addendum #5

2. For properties 15 years or older: "California Law limits the amount your rent can be increased. See section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See section 1946.2 of the Civil Code for more information."

We have read and understand the above Addendum's #4 & #5

_____ Sign	_____ date	_____ Sign	_____ date

_____ Sign	_____ date	_____ Sign	_____ date

_____ Sign	_____ date	_____ Sign	_____ date

RENTAL LEASE AGREEMENT



Security Deposits & Disposition

* If less than half of the tenants renew The Lease for the next term, the original Security Deposit for unit will stay on file. It is the responsibility of **exiting tenant and new tenant to exchange the security deposit money** on file with each other. You will be given a Vendor Price list with costs to help determine damages and the original check in sheet can be made available if the original tenants did not keep a copy for themselves. The new tenant will still need to pay for 1st mo. rent and LMR (last months' rent) and have a completed Personal Guarantee Form. Sign below.

X _____ X _____
X _____ X _____
X _____ Signatures due AT LEASE SIGNING TIME

TENANTS AT:

YOU HAD ENTERED A CONTRACT ON YOUR UNIT JOINTLY AND INDIVIDUALLY BEING LIABLE FOR ALL OF THE DAMAGES ON THE UNIT RENTED, THEREFORE ONE CHECK WILL BE ISSUED FOR THE UNIT YOU OCCUPIED.

**Please check ONE box below and fill in the requested information,
CHOOSE A CHOICE When returned to tenants with MOVE OUT PACKET
NOT AT LEASE SIGNING**

ALL NAMES ON ONE CHECK AND A FORWARDING ADDRESS
We wish to have any refundable Security Deposit WITH ALL NAMES ON 1 CHECK.
Tenants and have provided the following forwarding address below:

1. _____
PRINT: ALL NAMES

2. _____
PRINT: ONE ADDRESS WITH ALL NAMES ON 1 CHECK

OR MAKING THE CHECK OUT TO ONE PERSON

I/We release my/our claim to any refundable Security Deposit that may be due to me/us upon vacating the residence of _____ to the person named below (this person must be one of the Tenants or a personal guarantor):

All refundable Security Deposit monies should be sent to and in the name of: PRINT name/address/phone

Tenants Signatures due AT LEASE SIGNING, DO NOT CHOOSE WHICH OPTION UNTIL END OF TERM

1) _____ 2) _____

3) _____ 4) _____ 5) _____