

1828 Oleander Ave. Chico CA Rental Agreement

This Residential Rental Agreement (“Rental Agreement” or “Agreement”) is made and entered into on this ____ day of _____, 20____ (the “Effective Date”) by and between, on the one hand, _____ (“Housing Provider,” “Owner” or “Landlord”)¹ and, on the other hand, _____

((collectively) “Resident,” “Tenant” or “Original Tenant”);² Housing Provider and Resident is individually a “Party,” and are collectively, the “Parties.”)

Summary of Key Information

Property Address:		
Lease Start Date:		<i>See Section 2</i>
Lease End Date:		<i>See Section 2</i>
Initial Monthly Rent:		<i>See Section 3.1</i>
Pro-Rated Rent Amount:		<i>See Section 3.1</i>
Total Deposits:		
Security Deposit:		<i>See Section 4</i>
Other Deposit(s):		
Total Due at Signing:		
Late Fee:		<i>See Section 3.6</i>

The above summary table is provided as a reference. The Agreement will control if there is a conflict.

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¹ Throughout this Agreement, the words Housing Provider, Landlord and Owner are used and are meant to be synonymous, and where applicable include Housing Provider’s agents, employees and assigns.

² Resident, when used in either the singular or the plural form herein, is synonymous with the word “tenant,” and shall refer individually and collectively to each Resident signing this Agreement, or except as otherwise provided herein, who subsequently becomes bound by the terms of this Agreement.

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The Parties agree as follows:

1. **Premises:** Housing Provider, in consideration of the payments, covenants, representations and agreements provided in this Rental Agreement, leases to Resident that certain rental unit located at _____ Chico, CA 95926 (the “Premises”). The following items of personal property are included in the Premises, and offered without warranty or an obligation to maintain, repair or replace them:

_____.

1.1 **Facilities and Services Not Included:** The Premises do not include, and Rent is not paid in consideration of the use of any of the following, if applicable: elevator, laundry room, storage areas, yard, parking space, garage or lot, common area watering faucets or spigots, planters in hallways, garden areas, sidewalks, alleyways, patios, or balconies (even if the primary access point is from within the Premises). Rent does not include these services or use of the facilities here described as part of services provided to Resident or Resident’s household. Housing Provider has no obligation to provide these services or facilities as part of this Agreement. The providing of these services and facilities, does not serve as a waiver of this clause.

2. **Term of Tenancy:** The term of this Agreement shall begin on _____, 202__ (the “Commencement Date”) and shall terminate on _____, 202__ at 11:59 ☐ AM/ ☐ PM (the “Initial term”).

2.1 *No Automatic Renewal.* Upon expiration of the Initial term, or any future extension of this Agreement (collectively, the “Term”), this Agreement will NOT automatically be renewed, nor will the tenancy become month to month.

Resident agrees to give Housing Provider at least _____ days written notice of (a) the intent to extend the Term for an additional year or a term agreeable to Housing Provider, in which case, Housing Provider shall provide an extension of this Agreement for the Parties to execute; or (b) the intent to not renew the Term, in which case this Agreement will terminate at the end of the Term. Nothing herein obligates Housing Provider to extend or renew a Term where Housing Provider holds rights to terminate a tenancy. Resident agrees and acknowledges that not submitting a notice of intent to not renew will, at Housing Provider’s option, result in renewing the lease for another term.

In the event that Housing Provider and Resident fail to execute an extension of this Agreement, Resident shall vacate the Premises by the end of the Term. Resident agrees that any extension of the Term is an extension of the terms of this Agreement and does not constitute the creation of a new or separate agreement, including with respect to any Resident who has vacated the Premises without obtaining a release from Housing Provider, or prior to the Premises being delivered completely vacant.

Initials: _____

2.2 In the event Resident abandons the Premises or attempts to terminate this Agreement prior to the end of the Term, or where Housing Provider terminates this Agreement

due to a breach, Housing Provider shall be entitled to recover from Resident all charges, fees and damages occasioned thereby, including without limit, all unpaid rent due under this Agreement if Housing Provider is unable to re-rent the Premises, and any other amount necessary to compensate Housing Provider for all the detriment proximately caused by Resident's failure to perform their obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom. In addition to unpaid rent, this may include, for example, leasing commissions, advertising expenses, and utilities maintained to attempt to re-rent the Premises. These amounts are not considered a fee for ending a tenancy before the expiration of the Term.

2.3 Housing Provider may terminate this Agreement by giving written notice as provided by law. Such notices may be given on any date.

3. Rent and Utilities:

3.1 **Rent:** Resident agrees to pay base rent for the Premises at an initial monthly rate of \$_____ (exclusive of utilities and other charges for which Resident is responsible) (the "Rent"). Rent is payable in advance by the 1st day of each calendar month, or if the 1st day falls on a weekend or judicial holiday, the next business day (the "Due Date"). Rent for any partial month shall be pro-rated based on a 30-day period.

3.1.1 **Rent Increases:** Resident acknowledges that Housing Provider has the right to increase Rent for the Premises in the amount and as allowed by applicable laws of the State of California, the City of Chico Housing Provider shall provide Resident with at least 30-day notice in writing of a Rent increase as required by law.

3.2 **Utilities and Services:** Resident is responsible for, and shall separately pay for the following services:

☐ Trash ☐ Recycling (including organic waste, paper, glass, and plastic) ☐ Gas
☐ Electricity ☐ Water ☐ Internet ☐ Cable/Satellite ☐ Other: _____

Resident agrees that any utility that is Resident's responsibility shall be placed and maintained in their own name(s) with the applicable utility provider(s) prior to taking possession of the Premises and shall remain in Resident's name throughout the entirety of the tenancy. Resident is responsible for timely paying Resident's utility charges and any fee, fine or other charge by a utility provider. Where, for any reason, utility services remain in Housing Provider's name, Resident shall pay utility charges in full by not later than the next Due Date. Disconnection of utilities resulting from Resident's failure to pay shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Resident is responsible for complying with all rules and regulations set forth by utility providers and/or property management who are contracted to provide said services.

3.2.1 **Utility Conservation Requirements:** Resident, and Resident's guests and invitees shall comply with government and utility company requirements to limit, restrict, and conserve the use or consumption of water, gas, electricity, garbage, or recyclable products or services. Any change that becomes necessary to comply with requirements shall not constitute a

decrease in housing services or entitle Resident to a reduced Rent or value of the Premises. Any Resident that violates these requirements shall be solely responsible for any fee, fine or charge imposed by the government or utility company.

3.2.2 Disruption in Services: Housing Provider shall not be liable to Resident or to any other person in damages or otherwise, nor shall Housing Provider be in default under this Agreement for any interruption or reduction of utilities or services caused by anyone other than Housing Provider, or by Housing Provider due to circumstances beyond Housing Provider's reasonable control.

3.3 Rent, charges for utility services, and/or other amounts due under this Agreement, shall be paid only by Resident. Payments that are made electronically or by direct deposit may be rejected or returned by Housing Provider in their sole discretion. Housing Provider accepting Rent, charges for utility services or other amounts due under this Agreement from persons or entities other than a Resident under this Agreement, shall not constitute a waiver or be considered an admission by Housing Provider that such person is a tenant or has any right to possess or occupy the Premises.

3.4 Resident shall pay Rent, charges for utility services and other amounts due under this Agreement, either by ☐ electronic transfer, ☐ direct deposit, ☐ personal check, ☐ cashier's check, or ☐ money order made payable to "_____", or such other person or entity as Housing Provider may hereafter designate in writing. Electronic payments shall be made as follows:

_____. Unless otherwise required under the terms of this Agreement, Resident agrees to not pay Rent, charges for utility services or other amounts due under this Agreement in cash. Mailed Rent or utility payments shall be sent to _____ (or such other place as Housing Provider may hereafter designate in writing), and deposited in the mail in time to be received by the Due Date. Resident agrees and acknowledges that Resident bears the risk of loss or delay of any mailed payment. Alternatively, Resident may deliver Rent, payment of charges for utility services and other amounts due under this Agreement to:

_____, _____ (name), _____, _____ (address); tel: () _____ (telephone number), between the hours of ____ - ____, Monday-Friday.

All payments for a given month tendered after the 20th, or payments to cure a Three-Day Notice to Pay Rent or Quit, a Three-Day Notice to Perform Conditions and/or Covenants or Quit, where a check is dishonored or returned for lack of sufficient funds, a payment is "stopped," or any other reason, must be paid with certified funds (Cashier's Check or Money Order.)

Resident agrees that Resident is solely responsible for any wire transfer, foreign transaction or comparable fee arising from or related to payment of any amount due under this Agreement.

The Parties agree that Housing Provider may reject or return any payment, including without limit electronic, online or direct deposit payments, tendered by or on behalf of Resident during the pendency of any legal proceeding. The Parties agree that Resident's failure or refusal to accept or

cash any payment returned by Housing Provider shall not be considered an acceptance of the payment, or otherwise provide a defense in the legal proceeding.

3.5 No Offsets, Deductions or Credits: Resident agrees to pay Rent, charges for utility services and other amounts due under this Agreement in full to Housing Provider without offsets, deductions, or credits. Housing Provider reserves the right to refuse any partial payment. Accepting a partial payment is not a waiver of Housing Provider's right to refuse a future partial payment made by Resident.

3.6 Late Rent and Utility Payments: Rent and charges for utility services are due on the Due Date. Timely payment of these amounts is of the essence. Housing Provider may serve a Three-Day Notice to Pay Rent or Quit, or other applicable Notice, on the day after the Due Date. Resident and Housing Provider agree that Housing Provider will sustain damage on account of any late payment of Rent, charges for utility services, or other amounts due under this Agreement, and that it will be extremely difficult to fix or determine with specificity the actual amount of the damage. Therefore, if Rent, charges for utility services or other charges due under this Agreement are paid after the Due Date, Resident, agrees to pay Housing Provider a late charge in the amount of \$75 or 5% of any amount paid late, whichever is greater. The Parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Housing Provider will incur by reason of late payment by Resident. The accrual of a late fee does not permit Resident to defer payment of amounts due under this Agreement; Housing Provider's acceptance of any late charge fee shall not constitute a waiver as to any default of Resident, or the right to insist on payment of Rent, charges for utility services, or other amounts due under this Agreement in full on the Due Date. Housing Provider's right to collect a late charge fee shall not be deemed an extension of the date Rent, charges for utility services, or other amounts due under this Agreement are due, or prevent Housing Provider from exercising any right and remedy under this Agreement or as provided by law. Payment of any such fee as discussed in this section shall be due by the following Due Date, and any failure to pay said fee within this period of time is considered a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

3.6.1 The Parties agree that Resident paying Rent, charges for utility services, or other amounts due under this Agreement, four days after the Due Date on three separate occasions within any twelve-month period shall constitute habitual late payment and may be considered a just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

3.7 Returned Check Fee: In the event any check or other form of payment offered by Resident to Housing Provider in payment of Rent, charges for utility services, or any other amount due under this Agreement **is dishonored or** returned for lack of sufficient funds, a payment is "stopped," or any other reason: (1) Housing Provider may: (a) require in writing that Resident pay Rent in cash for three months and/or (b) require that all future Rent shall be paid by Money Order or Cashier's Check; and (2) Resident agrees to pay Housing Provider a \$25 returned payment fee for the first such returned or stopped payment, and \$35 for each subsequent returned or stopped payment. Resident and Housing Provider agree that this amount represents a fair and reasonable estimate of costs incurred by Housing Provider under the circumstances. Please be advised that a returned check may constitute late payment of Rent or utility charges.

3.8 **Application of Funds:** Resident agrees ANY monies paid by or on behalf of Resident shall be applied in the following order (1) late fees, returned check charges, or service fees assessed as a result of Resident's actions, (2) maintenance and damages Resident is responsible for, (3) past due utilities paid by Housing Provider, (4) unpaid security deposits, (5) attorney and collection fees, notice to cease and desist, or to pay cure or quit fees, fees and costs associated with an Unlawful Detainer action, and THEN (6) Rent, charges for utility services, and other amounts due under this Agreement, oldest to newest. Except as required by law, any attempt by Resident to allocate a payment in any other way shall be null and void.

3.9 **Credit Reporting:** Pursuant to section 1785.26 of the California Civil Code, Resident is hereby notified that a negative credit report reflecting on their credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of their credit obligations, such as the financial obligations under the terms of this Agreement. Resident authorizes Housing Provider or a Collection Agency to obtain Resident's consumer credit report for use in collecting past due rent payments, late fees, or other charges from Resident both during the Term and thereafter. Resident may request Housing Provider provide rental history including but not limited to payment history, care taken of the Premises, and consideration offered to other residents and neighbors to future landlords, lenders or others, and agrees to hold Housing Provider harmless for any misinformation, factual errors or other inaccuracies provided by Housing Provider.

3.10. To the maximum extent allowed by law, Resident agrees and acknowledges that all property in or about the Premises is hereby subject to a lien in favor of Housing Provider for the payment of all sums due hereunder.

4. **Security Deposit:** On signing this Agreement, Resident shall pay to Housing Provider the sum of \$_____ as and for security as that term is defined by section 1950.5 of the California Civil Code. Housing Provider may use all or any portion of the security deposit as reasonably necessary for any allowable purpose, including without limit to: (1) to remedy any default by Resident in the payment of Rent or other sum due under this Agreement, (2) to repair damages to the Premises exclusive of ordinary wear and tear, (3) to clean the Premises if necessary to render the Premises in the condition identical to that which existed when Resident took occupancy, and/or (4) to replace or return personal property or appurtenances. Resident may not, without Housing Provider's prior written consent, apply any part of the security deposit to Rent, charges for utility services, or to any other sum due under this Agreement, including without limit, payment as last month's Rent. Where applicable, interest will be paid annually on unused portions of the security deposit as required by Ordinance, or other applicable law. Within twenty-one (21) days after the last Resident (or, including without limit, the last replacement roommate, where applicable) has vacated the Premises, Housing Provider shall: (1) furnish Resident with an itemized, written statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by section 1950.5 of the California Civil Code; and (2) return any remaining portion of the security deposit to Resident. Resident shall not be deemed to have vacated the Premises until the last **Resident has vacated the Premises in compliance with the terms set forth herein. Any security deposit returned by check shall be made payable to all Residents named on this Agreement, or as subsequently modified in writing.** After either Housing Provider or Resident provides notice to terminate the tenancy, Housing Provider and Resident may mutually agree to have Housing Provider deposit any remaining portion of the security deposit electronically to a bank account or single financial

institution designated by Resident. If Housing Provider applies all or any portion of the security deposit during the Term of this Agreement, Housing Provider may demand that Resident replenish the full amount so applied. Failure by Resident to replenish such amount within five (5) days after written demand will constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

For purposes of this Agreement, the security deposit may also be used to compensate Housing Provider for damages suffered for the breach of this Agreement occasioned by Resident unlawfully abandoning the Premises prior to the expiration of the Term. Such damages include lost rent while a new resident is being sought, as well as leasing fees to procure a future resident.

4.1 If Housing Provider is in possession of the security deposit, Resident agrees to not hold Housing Provider's Agent responsible for the return of any remaining security deposit that Resident is entitled to.

5. Condition of the Premises.

5.1. **Condition of Premises:** Resident hereby acknowledges that they have inspected the Premises and personal property (if any), including, where applicable, carpets, window coverings, paint, appliances, equipment, windows, doors, plumbing, mechanical, electrical and gas facilities (including pilot lights), hot and cold water supply, heat, smoke detectors and carbon monoxide detectors contained therein, and have found them to be in good, safe and clean condition and repair, except as otherwise noted in the "Move-In/Move-Out Inspection Report" attached to this Agreement. Resident accepts the Premises in an "As-Is" condition. If there are any conditions that are not good, or there is a discrepancy with the Move-In Inspection Report, Resident agrees to report the condition within three days of receiving keys or a key code for the Premises. Failure to file a written notice of condition with Housing Provider within three days of receipt of keys or the key code shall be legally binding proof that the Premises are in good condition, and the Move-In Inspection Report is presumed to accurately describe the condition of Premises at the time Resident took occupancy.

5.2 **Maintenance:** Resident shall properly use, operate, and safeguard the Premises, including if applicable, any landscaping, furniture, appliances and all mechanical, electrical, gas and plumbing fixtures. Residents agree, at their sole expense, to keep the Premises clean, orderly, well ventilated, and sanitary, and in good condition and repair.

RESIDENT SHALL IMMEDIATELY NOTIFY HOUSING PROVIDER IN WRITING OF ANY DAMAGE, DEFECT, MALFUNCTION, DILAPIDATING OR DANGEROUS CONDITION IN, ON OR ABOUT THE PREMISES, INCLUDING WITHOUT LIMIT ANY CONDITION THAT COULD LEAD TO A SUBSTANDARD OR UNINHABITABLE CONDITION OF THE PREMISES. FAILURE TO TIMELY NOTIFY HOUSING PROVIDER IN WRITING IS A MATERIAL BREACH OF THIS AGREEMENT AND SHALL BE DEEMED AN ADMISSION THAT SUCH CONDITION DOES NOT ADVERSELY AFFECT THE HABITABILITY OF THE PREMISES.

5.2.1 Resident's failure to maintain any item for which Resident is responsible shall give Housing Provider the right to hire a person or entity to perform such maintenance and charge Resident the cost of such maintenance.

5.2.2 Resident shall reimburse Housing Provider, on demand by Housing Provider, for any cost incurred to repair, replace, or clean the Premises as a result of conditions or damage caused by (1) Resident or Resident's guests, invitees, or pets/animals (where applicable); or, (2) the failure to immediately notify Housing Provider in writing of the damage or condition. Resident agrees to accept responsibility for any damage to the Premises caused by Resident or any of Resident's guests, invitees, or pets/animals (where applicable). Resident agrees to reimburse Housing Provider for any damage within three (3) days of any written demand. Resident agrees to accept financial responsibility for any loss or damage to personal property belonging to Resident and their guests and invitees. Housing Provider assumes no liability for any such loss.

5.2.3 Resident agrees to keep access to doors and windows free and unobstructed at all times so as to maintain clear pathways into and through each room in the Premises. Resident must not otherwise maintain the Premises in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pests or mold growth, creates a fire hazard, or otherwise prevents rooms from being used for their intended purposes. Resident agrees that all personal property shall be kept at least two feet away from all combustion appliances and to ensure that all bedroom egress and paths of travel from all areas in the Premises to the exits and to the bathroom are maintained clear and unobstructed with at least a 4-foot-wide pathway or to the maximum width of the hallways. Furthermore, boxes shall not be stacked more than five feet off of the floor.

5.2.4 Resident shall not move or remove any large appliance provided by Housing Provider without Housing Provider's prior written consent. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, space heaters, generators, or other large appliances not provided by Housing Provider, without Housing Provider's prior written consent.

5.2.4 Resident shall be charged for repair of drain or plumbing blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

5.2.5 Resident agrees to dispose of their ordinary household trash, recycling and green waste by placing it in waste management containers and bringing it to the curb or other specified area for scheduled collection. Resident shall be responsible, at Resident's sole expense, for disposing all trash, rubbish, garbage, and discarded items that are of a large size and any other material not ordinarily disposed of by regular waste collection service, and agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances, and the like, by immediately hauling it to the dump or by paying someone else to remove it. In the event that Resident's extraordinary or ordinary waste is left outside the Premises, Housing Provider reserves the right to arrange to have it removed at Resident's sole expense. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in waste containers or bins at any time.

5.2.6 Resident agrees to not overfill waste receptacles with more than their share (1/#___ of Units) of weekly usage, and shall ensure that trash, recycling and green waste do not accumulate so as to cause a hazard, attract pests, bugs, or rodents, or violate any health or safety

ordinance or regulation. Resident acknowledges that Housing Provider is not responsible for the removal or treatment of ants and spiders.

5.3 Alterations and Repairs: Except as provided by law or as authorized by the prior written consent of Housing Provider, Resident shall not make any repair or alteration in, on or to the Premises including painting, wallpapering, adding or changing locks (including installation of keyed or key coded locks on interior doors), installing antenna or satellite dish(es), modifying any cable or telephone wiring, or using screws, fastening devices, large nails or adhesive materials. Resident shall not deduct from Rent the costs of any alteration or improvement unless otherwise agreed upon in writing between Housing Provider and Resident; any unauthorized deduction made by Resident shall be considered unpaid Rent. Resident agrees to pay all costs of correcting any unauthorized repair or alteration.

5.3.1 Any lock that Housing Provider permits Resident to change or install shall become property of Housing Provider and shall not be removed by Resident. At their sole cost, Resident shall promptly, and not more than 24 hours, give a duplicate key or key code to any such changed, altered, replaced or new lock to Housing Provider. Resident agrees and acknowledges that they are responsible for all costs to replace any key that is lost or damaged.

5.3.2 In the event Housing Provider approves a request for Resident to install washer and dryer units to existing laundry hook-ups, Resident agrees to use a licensed contractor to perform the installation, and to comply with any other requirement that Housing Provider conditions the approval on.

5.4 Damage to Premises: If by no fault of Resident, or Resident's guests or invitees (or pets/animals where applicable), the Premises are totally or partially damaged by fire, earthquake, flood, accident, or other casualty that render the Premises totally or partially uninhabitable, Housing Provider shall have the option either to (1) repair such damage and restore the Premises, thereby continuing this Agreement in full force and effect, or (2) at any time within thirty (30) days after such damage, give notice to Resident terminating this Agreement as of a date to be specified by such notice. In the event of the giving of such notice, this Agreement shall expire and all rights of Resident pursuant to this Agreement shall terminate. If this Agreement is not terminated, Housing Provider shall promptly repair damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. Housing Provider shall not be required to make any repairs to, or replacements of any property brought onto the Premises by Resident. Resident agrees to accept financial responsibility for any damage to the Premises from fire or casualty by Resident's negligence, or the negligence of Resident's guests or invitees.

5.5 Vacating: Upon termination of the tenancy, Resident agrees: (1) to return the Premises to Housing Provider free and clear of all personal property, and in a condition substantially identical to that which existed when Resident took occupancy, except for ordinary wear and tear; and (2) to pay upon demand all costs to satisfy this condition. General Cleaning: kitchen, baths, windows, sills, closet doors, blinds, drop pans, stove vents, refrigerator, etc., must be cleaned thoroughly. Under no circumstances shall the accumulation of dirt in any form be considered normal wear and tear. Vacating the Premises is only considered complete when all Residents have: (1) completely vacated the Premises; (2) delivered all keys, FOBS and access cards listed on the inventory and all personal property furnished for Resident's use during the term

of this Agreement, whether or not listed on the inventory, to Housing Provider in good, clean and sanitary condition, reasonable wear and tear excepted; (3) given Housing Provider written notice of Resident's forwarding address so that Housing Provider can make any notification and/or refund as required by law; and (4) removed all personal property and waste from the Premises. Each of these four conditions must be satisfied before Resident can claim the Premises have been vacated within the meaning of section 1950.5 of the California Civil Code. As to any personal property not removed from the Premises on or before Resident vacates and surrenders possession, such personal property shall be deemed abandoned, and Resident agrees that Housing Provider may dispose of such property in Housing Provider's sole and absolute discretion and without any further notice or compensation to Resident, unless Housing Provider shall agree, in writing, to extend the time for Resident to dispose of the personal property. Resident hereby waives any right to receive any notice before Housing Provider's disposition of any such personal property, and hereby waives the provisions of the California Civil Code relating to the disposition of personal property remaining on leased premises after a tenancy of real property has terminated.

6. Physical Possession: If Resident fails to take possession of the Premises, including any failure to move into the Premises, Resident shall remain responsible for paying Rent and all other charges due under this Agreement, and for complying with all other terms of this Agreement. If Housing Provider is unable to deliver possession of the Premises on the Commencement Date, Housing Provider shall not be liable for any damage caused thereby, nor, except as provided herein, shall this Agreement be void or voidable, but Resident shall not be liable for any Rent until possession is delivered. Resident may terminate this Agreement if possession is not delivered within thirty (30) days of the Commencement Date by giving written notice to Housing Provider. In such event, Housing Provider's liability to Resident shall be strictly limited to the return of the collective sum paid by Resident to Housing Provider comprised of any holding deposit, security deposit, or payment of Rent for the anticipated possession that Resident was otherwise to enjoy but for Housing Provider's failure to deliver possession.

7. Use: Resident agrees to use and occupy the Premises solely as a personal, private, and principal place of primary residence, and for no other purpose. No retail, commercial, or professional use of the Premises shall be made without the prior written permission of Housing Provider, and under no circumstances may Resident maintain or use the Premises in any way that increases Housing Provider's costs or ability to obtain fire, liability, or excess insurance. To the extent allowed by law, any use of the Premises other than residential shall be a violation of this Agreement and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Resident shall utilize each portion of the Premises for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such purposes. Resident shall notify Housing Provider immediately in writing in the event the Premises no longer serve as Resident's primary residence. Primary residence, among other things, is defined as that dwelling place where the person actually resides a majority of the time. It is understood by the Parties that under current state law, Housing Provider can increase the rent on units subject to rent control when the last Original Resident vacates. Accordingly, upon receiving ten (10) days written notice from Housing Provider, Resident shall produce for inspection and photocopying any or all of the following, as required by Housing Provider, to demonstrate their residence and to establish whether Resident is still utilizing the Premises as a principal residence: A driver's license, a California identification card, a college identification card, any identification card issued by an employer, a voter's registration card, utility bills, or any document from the Internal Revenue Service showing Resident's address.

8. Rules and Regulations: Resident agrees to comply with all of Housing Provider's rules and regulations, which are at any time posted on the Premises or on the real property, building or development to which the Premises are a part (the "Property"), or delivered to Resident.

9. Quiet Enjoyment: Resident and Resident's guests and invitees will not use the Premises, or adjacent or common areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illicit substances or contraband; (2) commit waste or nuisance; or (3) annoy, disturb, endanger, inconvenience, or interfere with the quiet enjoyment and peace and quiet of Housing Provider, or any other occupant in the Premises or the Property, nearby neighbors, or others with a right to be on or about the Property. House Rules require that Resident be respectful of the need for reduced noise levels between the hours of 10 p.m. to 8 a.m. each day.

9.1 Disturbance complaints from another occupant or neighbor shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Resident and each of them agree to defend, indemnify, and hold Housing Provider harmless for all costs and expenses, including reasonable attorneys' fees, resulting from any violation of this section.

10. Occupancy: The Premises will be used exclusively as a personal, primary residence for no more than ____ persons. Subject to Housing Provider's prior written approval, only the Resident(s) identified above may reside on and in the Premises. Occupancy by anyone other than or in addition to the Residents identified above, or subsequently approved by Housing Provider in writing, shall be considered a breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Resident shall notify Housing Provider within 24 hours of any Resident vacating the Premises. Any prior resident who wishes to re-occupy the Premises, including a resident who moved out or no longer uses the Premises as their primary residence, or an adult child of a Resident who may have previously lived in the Premises, must apply for tenancy and is subject to Housing Provider's written approval and all permissible rent increases. Any attempt to add any name other than the Resident(s) identified above to the postal delivery system for the Premises, or to any utility that provides services to the Premises shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Anyone staying overnight at the Premises more than five (5) consecutive days, or a total of 27 days in a 12-month period, is prohibited without Housing Provider's prior written consent and shall be considered an unauthorized sub-tenant whose occupancy shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

The Resident(s) identified above is/are the only "Original" Resident(s)/Tenant(s). No person other than the Resident(s) identified above, regardless of age, will be permitted to regularly or

continuously use or occupy the Premises without the written consent of Housing Provider. In the event an Original Tenant/Resident no longer intends to occupy the Premises: (1) Resident(s) who intend to continue in possession should indicate that they intend to remain in possession; (2) Resident(s) who plan to vacate should indicate that they are vacating, and the date that they will vacate; (3) where applicable, Residents shall notify Housing Provider in writing, signed by every Resident, stating a request to have a replacement roommate occupy the Premises; (4) the prospective occupant shall submit a completed rental application to Housing Provider, along with any required application and processing fee; (5) Housing Provider shall process the prospective occupant's rental application (inclusive of, among other things, creditworthiness and references from prior housing providers) in the ordinary course of business; and, (6) if the prospective occupant satisfies Housing Provider's rental criteria, the new occupant shall sign an agreement in the form required by Housing Provider for such occupancy before occupying the Premises, which agreement will include provisions that the new occupant will abide by and perform all the obligations of this Agreement and not be considered an "Original Resident/Tenant" under this Agreement, and an acknowledgement that: (1) they do not have rights to protected rent granted to Original Resident(s)/Tenant(s) under the Costa-Hawkins Rental Housing Act, or other applicable law; and, (2) the departure of the last of Original Resident/Tenant from the Premises will be a "vacancy event," meaning, without limit, that Housing Provider may at that time increase the rent by any amount allowed under applicable law and create a new rental agreement/lease with new and different terms. Upon the last Original Resident/Tenant vacating the Premises, any remaining Resident will have the option of remaining in possession and paying rent charged by Housing Provider in an amount then permitted under applicable laws or vacating and relinquishing possession of the Premises.

Even where a Resident vacates the Premises, they will remain a Party to this Agreement and all future extensions, until the Premises is entirely vacated. In the event a replacement resident is not found, is not approved by Housing Provider, does not ultimately move in, or does not pay rent and other amounts due to Housing Provider, all Parties to this Agreement (and co-signors/guarantors where applicable), whether remaining in possession or not, shall remain jointly and severally liable for the full payment of all amounts due under this Agreement. Accordingly, it is very important that Residents who will remain in possession are certain they will be able to find a replacement resident or fulfill the obligations of this Agreement. If not, they should consider vacating at the end of the Term.

Housing Provider may defer the imposition of a vacancy increase for up to six months after receiving written notice of the last Original Resident/Tenant's departure by agreeing in writing with the remaining residents to do so. No person other than an "Original Resident/Tenant," including minor children of a Resident, has/have any independent right(s) of tenancy separate from the rights of an Original Resident/Tenant.

11. Subletting and Assignment: Resident will not sublet any part of the Premises or assign this Rental Agreement. Acceptance of Rent or other charges due under this Agreement by Housing Provider from any person other than Resident shall not be deemed consent; in the event Housing Provider accepts payment from an account not belonging to Resident, it shall in no way confer upon the payee the status of Resident under local, state, or federal law or a right to occupy the Premises, assume this Agreement, or have any rights under it or conferred by it. Any sublet or assignment contrary to this provision shall be void and of no effect and any violation of this clause shall be deemed a material breach of this Agreement, and just cause for eviction and/or the

termination of tenancy under the Ordinance, or other applicable law. The prohibition on subletting or assignment applies, without limit, to “house-swapping,” and advertising, utilizing, or managing additional occupants of the Premises through short term hosting platforms such as AirBnB, VRBO, HomeAway, or other platforms or websites of a similar nature and structure offering short-term rentals, and the like. “Short term” rental means any sublease or assignment for a term of less than 14 continuous days. Resident agrees to indemnify, defend and hold Housing Provider harmless and free from liability, loss and expense for loss or damage to property, and injury or death to persons, resulting from a violation of the prohibition on subletting or assignment of this Agreement.

11.1 In the event that Housing Provider consents to any assignment, sublease, transfer, or short-term rental, Resident agrees and acknowledges that Resident is prohibited from profiting from the subtenancy, assignment or short-term rental. Under no circumstances may a Resident: (1) charge more than an amount substantially proportional to the space occupied by a subtenant/resident or short-term guest; or (2) in the event of a sublet of the entire Premises, charge a subtenant/resident or short-term guest more than the rent lawfully charged by and paid to Housing Provider. Violation of this term shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

11.2 Housing Provider’s consent to any one assignment, transfer, sublease, or short term rental shall not be construed as consent to any subsequent assignment, transfer, sublease or short-term rental, and does not release Resident of Resident’s obligations under this Agreement.

11.3 No action or inaction or acceptance of Rent by Housing Provider will be deemed to be a consent to a sublease or assignment of the Agreement, or a waiver of the provision of this section on the part of Housing Provider and will not be deemed an approval of any person as a “sublessee”, “subtenant” or assignee for any purpose.

11.4 Resident is bound by this Agreement to disclose immediately to Housing Provider in writing the following facts: (1) who resides in the Premises; (2) the names of all occupants in the Premises, including guests; (3) the amount of rent Resident charges each occupant of the Premises; and, (4) whether Resident has moved or has another residence, at any time during the Term of this Agreement, and the address of that other residence.

11.5 If Resident intends to not be present in the Premises for a period of time exceeding ten (10) days, and another occupant or guest is or will be in sole possession of the Premises, Resident agrees to provide Housing Provider with the address and phone number where Resident will be residing during the period they will not be present in the Premises. This provision is not intended to create a contractual relationship between the occupant or guest and/or Housing Provider. In case of emergency, Housing Provider must be able to communicate with Resident.

11.6 The prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Resident(s). Housing Provider expressly intends not to waive this prohibition unless such waiver is in writing and signed by Housing Provider. The Parties agree and acknowledge that unless the prohibition against assignment and subletting is waived in a writing signed by Housing Provider, it shall be conclusively presumed that there has been no waiver.

12. Relocation: Subject to applicable laws, Resident agrees, upon demand by Housing Provider, to vacate the Premises and to move temporarily into another rental unit or room as a result of repairs required to bring the Premises, or where applicable, the Property or a portion thereof into code compliance whether such repairs are undertaken because of Code Enforcement or through Voluntary Code Compliance.

13. Joint Responsibility: It is expressly understood that all Residents (and co-signors/guarantors where applicable) shall be jointly and severally responsible and liable hereunder, including for the full performance of all terms and obligations under this Agreement, whether or not said Resident remains in possession of the Premises. This obligation includes, without limit, the payment of all Rent, charges for utility services, and other charges as they become due, and the payment of costs to remedy damages to the Premises caused by Resident, or Resident's guests, invitees, or pets/animals (as applicable). This joint and several liability provision applies for as long as the tenancy continues, even if all Residents who signed this Agreement have vacated, or until Housing Provider has individually released Resident and co-signors/guarantors (where applicable) from this Agreement.

14. Insurance: Housing Provider's insurance does NOT provide for coverage for Resident's personal belongings or personal liability. As a condition of Housing Provider entering into this Rental Agreement, Resident ☐ is ☐ is not required to carry insurance providing coverage set forth in the Insurance Addendum attached hereto and incorporated into this Agreement.

15. Waiver of Claims and Indemnity: To the maximum extent permitted by law, Resident hereby waives any claim against Housing Provider for injury or death to any person, or loss or damage to any property in or about the Premises or the Property from any cause whatsoever, unless due to Housing Provider's willful misconduct. Without limiting the generality of the foregoing, Resident expressly releases Housing Provider from any liability for loss or damage to property of Resident arising out of water leakage, breaking pipes, theft, or other criminal activity. Resident agrees to indemnify, defend and hold Housing Provider and any agent and employee of Housing Provider harmless and free from liability, loss and expense for loss or damage to property, and injury or death to persons, caused by Resident or Resident's guests or invitees (or pets/animals, where applicable) and/or occurring in, on or about the Premises or the Property, except to the extent such liability, loss and/or expense is caused by the acts of Housing Provider. Housing Provider is not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Housing Provider is not responsible for any attractive nuisance installed by Resident (such as wading pools, backyard gyms, etc.). If Resident notices any condition that may be a safety concern in, on or about the Premises or the Property, Resident agrees to immediately inform Housing Provider in writing so the condition may be investigated and corrected or ameliorated, as necessary. Resident is responsible for any fine or other cost occasioned by violations of the law by Resident or Resident's guests or invitees on the Premises or Property while Resident is in possession. If any such fine or cost is levied against Housing Provider, Resident agrees to pay such fine or cost attributed to Resident's tenancy or the conduct of Resident, Resident's guests, or others at the Premises or the Property, upon receipt of an invoice from Housing Provider. The obligation to pay fines and costs assessed against Housing Provider may be in addition to any assessed directly against Resident.

16. Housing Provider Access: Resident shall allow for entry by Housing Provider for any inspection of the Premises, annual or otherwise, required by the City of Chico, or pursuant to any notice received by any other government agency, in addition to rights of entry under applicable law.

17. Reserved.

18. Mediation: Subject to section 18.1 below, Housing Provider and Resident agree to mediate any dispute or claim between them that relates to or arises from this Rental Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally between Housing Provider and Resident. If, for any dispute or claim to which this section applies, any Party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

18.1 The following matters are excluded from mediation: (1) an unlawful detainer or forcible detainer action; (2) the filing or enforcement of a mechanic's lien; (3) any matter within the jurisdiction of a probate, small claims, or bankruptcy court; or (4) the filing of a court action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedy.

19. Miscellaneous:

19.1 **Rental Application:** Any rental application or related document submitted by Resident (and co-signors/guarantors where applicable) is incorporated herein as though fully set forth in full. Resident represents and warrants that all statements and information in Resident's rental application are true and correct, and accurate to the best of Resident's ability, and Resident agrees and acknowledges that Housing Provider has entered into this Rental Agreement in reliance upon the application submitted by Resident. Resident agrees and acknowledges that any misrepresentation on said application shall constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. Housing Provider requires all occupants 18 years of age or older, and all emancipated minors to complete a rental application. Resident acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Resident authorizes Housing Provider to obtain Resident's credit report periodically during the tenancy in connection with any modification or enforcement of this Agreement. Housing Provider may cancel this Agreement; (1) before occupancy begins; (2) upon disapproval of the credit report(s); or (3) at any time, upon discovering that information in Resident's rental application is false.

19.2 **No Waiver:** No failure of Housing Provider to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of this Agreement. Any waiver by Housing Provider of any breach or default by Resident of any term of this Agreement will not be deemed to be a waiver of any subsequent breach or default, nor will any custom or practice which may develop between the Parties be construed to waive or to lessen the right of Housing Provider to insist upon performance by Resident of all of the provisions of this Agreement. Any subsequent acceptance by Housing Provider of Rent or other amounts due will

not be deemed to be a waiver of any preceding breach or default by Resident of any term of this Agreement regardless of Housing Provider's knowledge of such preceding breach or default at the time of acceptance of such payment. Housing Provider's acceptance of a partial payment of Rent or charges for utility services will not constitute a waiver of Housing Provider's right to the full amount due nor will Housing Provider's acceptance of Rent or charges for utility services paid late ever constitute a waiver of Housing Provider's right to terminate the tenancy on the ground of habitual late payment.

19.3 Notice: Any Notice that any Party may give, or that is required under this Agreement or by law, may be given by personal service or by mailing the same by first-class mail to Resident at the Premises, and to Housing Provider at Housing Provider's address set forth below, or such other address designated by Housing Provider.

19.4 Communications: The Parties agree that if Resident voluntarily provides a cell phone number to Housing Provider, Resident agrees that Housing Provider may contact Resident by telephone, text (SMS), or multimedia (MMS) messages. Resident hereby consents to receiving such communications for transactional, operational, or informational purposes. Resident understands that such messages may be sent using an automatic telephone dialing system. Resident may request at any time to cease receiving communications in this manner. To revoke consent, Resident must send a request in writing to Housing Provider. Resident agrees to notify Housing Provider of any changes to Resident's contact information. Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your mobile carrier for details.

19.5 Neighborhood Conditions: Resident is advised to satisfy themselves as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connection or other telecommunication or other technology service or installation, proximity to commercial, industrial or agricultural activity, existing and proposed domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Resident.

19.6 Video Surveillance: Housing Provider may, in Housing Provider's sole discretion, install and maintain video surveillance devices and equipment ("Video Surveillance") throughout the Property, including common areas. Video Surveillance may be used by Housing Provider to capture video (not audio) images only in common areas of the Property and shall not be directed inside of the Premises. With regard to Video Surveillance: (i) Video Surveillance is not a service of tenancy; (ii) Resident is not entitled to view, receive, or otherwise use or analyze any image extracted from Video Surveillance; (iii) Resident may not rely on any image captured by Video Surveillance to prevent, solve, or deter criminal activity in or around the Property or within, around, or otherwise impacting the Premises; (iv) Resident acknowledges that the use of Video Surveillance is not an invasion of privacy, a means of harassment, or in any way improper, and that Resident has no expectation of privacy in the common areas of the Property or the interior of the Premises that can be seen from the common areas of the Property when doors to the Premises are open or window coverings are open or removed; (v) Video Surveillance may be enhanced or eliminated at Housing Provider's discretion at any time; (vi) Housing Provider may utilize footage from Video Surveillance to ascertain whether or not Resident is using the Premises

as a permanent and/or principal place of residence; and (vii) the footage and images from Video Surveillance is solely Housing Provider's property and may not, in Housing Provider's discretion, be disseminated to anyone including Resident or law enforcement officials; moreover, Resident may not expect footage to be stored, kept, or maintained for any length of time. Resident may not conduct video surveillance or capture video images of the common areas of the Property or install "Ring" type devices and equipment outside of the Premises without Housing Provider's prior written consent.

19.7 Images & Advertising: Housing Provider may, at any time during the tenancy, photograph or otherwise record images of the interior of the Premises ("Images"). Oftentimes, Images are required for purposes of marketing the Premises for re-rental, advertising the Property for sale, or effectuating repairs of the Property and/or the Premises. Resident hereby acknowledges and understands that Resident has no expectation of privacy as to Images, provided the Images are captured in a lawful manner (for example, pursuant to a proper entry into the Premises and pursuant to a legitimate reason such as marketing the Property for sale, initiating repairs, or advertising the Premises for re-rental). Therefore, Resident acknowledges and agrees that Images from the interior of the Premises, which may include images and photos of Resident's personal property and effects, could appear in the public domain such as online in virtual tours of the Property, multiple listing services or MLS online services commonly utilized by real estate professionals to market and sell properties, and other such mass media disseminations. In addition, and in conjunction with such marketing and advertising efforts, Resident understands and acknowledges that real estate professionals, prospective purchasers/renters, and contractors may from time to time take Images of the Premises that may depict Resident's personal property and belongings. Images may remain on the internet or within the public domain indefinitely, and Resident acknowledges that Resident has no right to privacy with regard to the depictions set forth in any such Images that may be procured during the tenancy To this end, Resident shall not impede or otherwise prevent lawful access into the Premises for the purpose of making repairs, marketing the Property for sale, or advertising the Premises for rent in instances where the entry or entries will involve the capturing and ultimate dissemination of Images within the public domain.

19.8 Lockouts: Resident should take care not to lock themselves out of the Premises. If Housing Provider is required to assist any Resident in gaining entry to the Premises, Housing Provider may charge Resident \$_____ for each lockout and may require Resident to contract with a professional locksmith to gain entry at Resident's sole cost. Should Housing Provider receive a request for access from a subtenant/resident or guest of Resident, Housing Provider may, at Housing Provider's discretion, grant access to the subtenant/resident or guest if Resident instructs Housing Provider to do so. Housing Provider's decision to accommodate any such request shall not be deemed as an acknowledgment or approval of a subtenancy or subsequent occupancy.

19.9 Balconies/Patios: Balconies and patios, if provided, are not to be used for storage of any kind, and Resident shall only furnish balconies and decks with outdoor patio furniture, and potted plants with sturdy drip containers. Housing Provider shall have discretion as to what may be placed on the balcony and upon written request, require Resident to remove items that Housing Provider deems unsafe or unattractive. Resident's failure to remove items within three (3) days of request will constitute a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

19.10 Storage and Personal Belongings: Resident agrees and acknowledges that this Agreement provides for no storage of any kind outside of the Premises unless subject to a separate written storage agreement (“Storage Agreement”) signed by the Parties.

19.11 Parking: Parking is not permitted on or about the Premises or the Property unless subject to a separate written parking agreement (“Parking Agreement”) signed by the Parties. In addition to any separate Parking Agreement, any vehicle(s) of Resident’s, or Resident’s guests or invitees that is parked on the Property may be towed away at Resident’s expense if they are (1) illegally parked; (2) not currently registered or capable of being driven legally on streets; (3) parked in a manner that causes an unsafe or hazardous condition; or (4) parked in any unauthorized area.

19.12 Pets: No pet, whether Resident’s or not, is permitted in the Premises or anywhere on the Property, even temporarily, without the prior written approval of Housing Provider. If a pet is on the Property, Housing Provider may take any or all of the following actions: (1) declare Resident to be in violation of this Agreement and begin proceedings to recover possession of the Premises; (2) charge Resident additional rent of \$10 per day until the pet is removed; (3) remove and turn over the pet to the proper authorities after providing written notice of intention to do so; and (4) charge Resident for any damages caused by the pet and for any removal costs.

If Housing Provider provides Resident with permission to have a pet in the future, Resident agrees any right to keep the pet will be subject to a separate written pet agreement, and that a monthly pet rent and pet security deposit may be charged.

Stray animals shall not be kept or fed in or around the Premises or the Property. Strays can be dangerous, and Resident agrees to immediately notify Housing Provider in writing of any strays in or around the Premises or the Property.

19.13 Roof: Use of the roof for any purpose by Resident, or Resident’s guests or invitees is not permitted. Any use of the roof other than for means of emergency exit is at Resident’s sole risk, and Resident hereby (1) waives any claim against Housing Provider for injury or death to any person resulting from misuse of said rooftop; and (2) agrees to defend, indemnify, and hold Housing Provider harmless from and of any damages or losses sustained as a result of use of the roof.

19.14 Waterbeds: Waterbeds and/or liquid filled furniture are prohibited from the Premises in accordance with section 1940.5 of the California Civil Code.

19.15 Signs: Resident agrees and acknowledges Housing Provider’s right to place For Sale/Lease signs in, on or about the Premises, or on the Property.

19.16 Disclosure Rights: Resident acknowledges Housing Provider’s right to submit Resident(s) rental history for enforcement, governmental, or business purposes if Housing Provider reasonably believes a request is made by an authorized representative of any government or law enforcement agency, or qualified business affiliate.

19.17 Estoppel Certificates: Resident, and where applicable, each of them, within ten

(10) days after notice from Housing Provider, shall execute and deliver to Housing Provider a certificate or statement signed by each Resident stating such information that may reasonably be requested by Housing Provider, including, but not limited to, the amount of base Rent currently paid, Resident's move-in date, the date of any last Rent increase, the identity of furniture or fixtures that belong to Resident, whether the Rent includes any parking space or storage space, and the amount of any security deposit or prepaid Rent, and whether interest on said deposit has been paid and when. In addition, Resident shall disclose, upon request, any information that Resident believes would prevent any purchase of the Premises or the Property or would prevent Housing Provider or a potential housing provider from moving into the Premises or the Property. Failure to deliver the certificate within the ten (10) days shall constitute an acknowledgment by Resident that statements included in an estoppel certificate are true and correct, without exception, and be considered a material breach of this Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. In addition, Resident shall be liable to Housing Provider, and shall indemnify Housing Provider from and against any loss, cost, damage or expense, incidental, consequential, or otherwise, including attorneys' fees, arising from or accruing directly or indirectly, from any failure of Resident to execute or deliver to Housing Provider any such estoppel certificate.

19.18 Material Terms: All provisions of this Agreement are considered material. Except as otherwise specified, any breach of any provision of this Agreement is a material breach and may be just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law.

19.19 Attorney Fees: In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in the maximum amount of Three-thousand dollars (\$3,000.00), plus court costs.

19.20 Severability: If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

19.21 Captions: The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

19.22 Interpretation: Words used in the singular shall include the plural, and vice versa, and pronouns shall be taken to refer to Parties in the appropriate gender, where the context requires.

19.23 Housing Provider Move-In Provision: Resident agrees and acknowledges that Housing Provider may terminate this Agreement if Housing Provider, or their spouse, domestic partner, child, or parent intends to occupy the Premises.

20. Default: If Resident fails to timely pay Rent, charges for utility services or other amounts due hereunder, or to comply with or perform any of the terms, covenants, conditions or rules and regulations set forth herein, after not less than three (3) days written notice of such default given in the manner required by law, unless Resident, within said time, shall cure such default, Housing Provider, at Housing Provider's option, may elect to enforce all rights under the law, including without limit, electing to, at any time, terminate all of Resident's rights hereunder and recover from Resident all damages Housing Provider may incur by reason of the breach of this

Agreement, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid Rent for the balance of the Term exceeds the amount of such rental loss which Resident proves could be reasonably avoided.

21. Attachments, Addenda and Disclosures: When signed and or initialed by the Parties, the following attachments, addenda, and disclosures are incorporated by reference and made a part of this Rental Agreement:

- A. Addendum No. 1, Specific Terms
- B. Receipt of Funds
- C. Move-In/Move-out Inspection Report
- D. Asbestos Disclosure
- E. Lead-Based Paint Disclosure
- F. Mold Disclosure
- G. Bedbug Disclosure
- H. Smoke Detection Device Disclosure
- I. Carbon Monoxide Detection Device Disclosure
- J. Megan's Law Database Disclosure
- K. Disclosure of Tenant Protection Ordinance
- L. Information for Payment of Rent
- M. Information for Service of Process, Notices and Demands
- N. No-smoking Addendum
- O. Anti-Smoking Ordinance Brochure
- P. California Proposition 65 Disclosure – Hazardous Materials Warning
- Q. Crime Free Lease Disclosure
- R. Spare the Air Addendum
- S. Insurance Addendum
- T. BBQ/Grilling Addendum
- U. Pet Addendum
- V. Emotional Support/Service Animal Addendum
- W. Other: _____
- X. Other: _____

22. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Faxed or emailed signatures may be deemed originals.

23. Entire Agreement: This Agreement, inclusive of all addenda, attachments and disclosures constitute the entire agreement between the Parties, and Housing Provider and Resident have made no promises or representations, other than those contained herein. Any modification to this Agreement must be in writing signed by Housing Provider and Resident(s) except that Housing Provider may change the terms of the tenancy and this Agreement pursuant to section 827 of the California Civil Code, or other applicable law.

24. Time is of the Essence: Time is of the essence of this Agreement and each provision herein contained.

IN WITNESS WHEREOF, Housing Provider and Resident acknowledge reading and understanding the terms of this Agreement, have executed this Agreement in the manner prescribed by law as of the Effective Date, and further acknowledge receiving a copy hereof:

	Resident	Resident	Resident
Signature			
Name			
Address			
Email			
Telephone			
	Resident	Resident	Resident
Signature			
Name			
Address			
Email			
Telephone			

	Housing Provider/Agent	Housing Provider/Agent	Other
Signature			
Name			
On Behalf Of			
As Its	Agent/Attorney in Fact		
Address			
Email			
Telephone			

Addendum No. 1, Specific Terms

Just Cause and Limits on Rent Increase Notice:

The Premises ☐ is ☐ is not controlled by a local government rent adjustment ordinance or law.

The Premises ☐ is ☐ is not controlled by a local government just cause for eviction ordinance or law.

If the Premises is not controlled by a local government rent adjustment and/or a local government just cause for eviction ordinance, complete the following:

- A. The Premises ☐ is ☐ is not subject to the rent limits imposed by section 1947.12 of the Civil Code and ☐ is ☐ is not subject to the just cause requirements of section 1946.2 of the Civil Code.
- B. ☐ 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.
- C. ☐ The Premises meet the requirements of sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the Landlord 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.

Housing Provider's Principal Residence: ☐ Resident agrees and acknowledges that Housing Provider previously occupied the Premises as their principal residence, and that Housing Provider has the right to recover possession of the Premises for use as their principal residence at the expiration of the Lease Term.

Guarantor: Resident ☐ is ☐ is not required to have a Guarantor for the duration of Resident's tenancy. The Guarantor shall be liable for, and guarantees the payment of, all Rent, charges for utility services and costs to repair any damage caused by Resident, or Resident's guests, invitees or pets/animals (where applicable) including all legal fees and costs incurred by Housing Provider. *See* Guarantor Addendum.

Landscaping: Resident ☐ is ☐ is not responsible for landscaping, including upkeep and maintenance including mowing, weeding, and regularly watering landscape. Resident may not delegate responsibility without Housing Provider's written authorization. Resident may not alter landscaping without Housing Provider's written authorization.

Shared Utility Disclosure: ☐ Housing Provider discloses that a _____ (i.e., single) PG&E meter (for gas and electricity) and a _____ EBMUD meter (for water and sewer) serve both the Premises and the rental unit(s) located at _____, Chico, CA 95926. **Resident will be billed separately for gas, electric, water and waste services separately from Rent.** Resident agrees to

pay ____% of all PG&E and water charges from the (single) meter serving the Property.³
Resident shall be responsible for ____% of waste management charges to the Property.

Drug/Methamphetamine Contamination: Housing Provider ☐ has ☐ has not received an order from a health official that prohibits occupancy of the Premises due to drug/ methamphetamine contamination. If Housing Provider has received such a notice, the notice and order are attached.

Death in Premises: Housing Provider ☐ has ☐ has not received notice that a death has occurred in the Premises within the previous three (3) years. If a death has occurred, Housing Provider reasonably believes that the death was caused by _____. Pursuant to state law, any death caused by HIV is not required to be affirmatively disclosed.

³ The estimate of the monthly bill for water service for the Premises is \$____. This estimate is based on the average or median bill for water service for comparative dwelling units at the Property over any three of the past six months. Water is billed every two months. Housing Provider will pay the bill, and invoice Residents in the amount of the reimbursement. Residents may contact Housing Provider at _____ or (____) ____ - ____ with questions regarding the water service billing Monday-Friday from 9:00 a.m. to 5:00 p.m. The bill for water service may only include the following charges: (1) Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of section 1954.205 of the California Civil Code; (2) Payment of a portion of the fixed fee charged by the water purveyors for water service; (3) A fee for the Housing Provider's or billing agent's costs in accordance with paragraph (3) of subdivision (a) of section 1954.205 of the California Civil Code; and, (4) any late fee, with the amounts and times assessed, in compliance with section 1954.213 of the California Civil Code. Resident shall notify Housing Provider of any leak, drip, water fixture that does not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices, and absent exceptional circumstances, Housing Provider is required to investigate, and, if necessary, repair these problems within 21 days. Otherwise, the water bill will be adjusted pursuant to law. Resident may contact Housing Provider at _____ or (____) ____ - ____ to report any leak, drip, water fixture that does not shut off properly, including, but not limited to, a toilet, or other problem with the water system, including, but not limited to, problems with water-saving devices. Housing Provider shall provide any of the following information if asked by Resident: (1) The location of the submeter; (2) The calculations used to determine a monthly bill; (3) The date the submeter was last certified for use, and the date it is next scheduled for certification, if known. If Resident believes that the submeter reading is inaccurate or the submeter is malfunctioning, Resident shall first notify Housing Provider in writing and request an investigation. Resident shall be provided with notice that if an alleged submeter malfunction is not resolved by Housing Provider, Resident may contact the local county sealer and request that the submeter be tested. Contact information for the county sealer is 1 (866) 40-EBMUD.

This disclosure is only a general overview of the laws regarding submeters and that the laws can be found at Chapter 2.5 (commencing with section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code, available online or at most libraries.

Pest Control Notice: The Premises ☐ are ☐ are not being treated for pests. *[Note - Where Premises are being treated for pests, provide each new Resident with a copy of a Notice from the Pest Control Company that provides:*

1. The pest to be controlled.
2. The pesticide or pesticides proposed to be used and the active ingredient(s).
3. The following language:

“State law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.”

“If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (telephone number) and your pest control company immediately.” (This statement shall be modified to include any other symptoms of overexposure that are not typical of influenza.). "For further information, contact any of the following: Your Pest Control Company (telephone number); for Health Questions-the County Health Department (telephone number); for Application Information-the County Agricultural Commissioner (telephone number), and for Regulatory Information-the Structural Pest Control Board (telephone number and address).”

and,

4. The frequency of the pest treatment.[Every other Month

Flood Hazard Disclosure: The Premises ☐ is ☐ is not located in a special flood hazard area or an area of potential flooding (if Housing Provider has actual knowledge of that fact.) *[Note - "Actual Knowledge" includes the following: (1) Housing Provider has received written notice from any public agency stating that the Premises is located in a special flood hazard area or an area of potential flooding; (2) the Premises is located in an area in which Housing Provider's mortgage holder requires Housing Provider to carry flood insurance; or (3) Housing Provider currently carries flood insurance.]*

Resident may obtain information about hazards that may affect the Premises from the Internet Web site of the Office of Emergency Services. The Internet Web Site address for the MyHazards is: (<http://myhazards.caloes.ca.gov>)

Housing Provider's insurance does not cover the loss of Resident's personal possessions and if it is required that Resident purchase renter's insurance, Resident shall purchase flood insurance to insure his or her possessions from the loss due to fire, flood, or other risk of loss.

Housing Provider is not required to provide additional information concerning the flood hazards to the Property and the information provided pursuant to this addendum is deemed adequate to

inform Resident.

Demolition Permit: Housing Provider ☐ has ☐ has not applied for a permit to demolish the Premises. *[Note - If Housing Provider applies for a permit to demolish a rental unit, a written notice must be provided to potential residents before accepting any Rent from them.]*

Delivery of Notices: ☐ Other than Notices to Cure a Default or to Terminate the Tenancy, or to Increase Rent, the Parties agree to accept delivery of Notices permitted under this agreement via electronic mail to: (1) Housing Provider at: _____; and, (2) Resident _____.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

ANIMAL ADDENDUM

1.1 PARTIES TO THE ADDENDUM

This Animal Addendum (the “Animal Addendum”) is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the “Premises”).

1.2 TERMS

Notwithstanding any term or condition in the Rental Agreement, Housing Provider/Agent hereby authorizes Resident(s) to have the following Service or Support Animal(s) on the Premises:

Name(s) and general description of Service or Support Animal(s) (including breed, color & age).

4. Attach photograph for each Service or Support Animal(s).
5. City or County License Numbers and expiration date(s) (if applicable): _____
6. Latest Vaccination(s) (if applicable) will expire on: _____ (Identify for each)
7. Documentation permitted by law regarding service or Support animals:
 - This animal is an ☐ Emotional Support Animal / ☐ Service Animal
 - Documentation provided: _____

1.3 RESIDENT RESPONSIBILITY

1.3.1 Resident, or Resident’s guests, and invitees are not to have Pets on the Premises or Property without Housing Provider /Agent’s prior written permission.

1.3.2 Resident represents to Housing Provider /Agent that the Service or Support Animal(s) that are allowed on the Premises and Property are fully housebroken, do not have a history of threatening or vicious conduct or have caused harm by biting, making threatening sounds or stands. Resident agrees that no Service or Support Animal will disturb the quiet enjoyment of any other Resident or occupant, Housing Provider, or a neighbor.

1.3.3 Resident represents that any Service or Support Animal is currently licensed and vaccinated. Resident assures and shall provide evidence to Housing Provider/Agent that any Service or Support Animal's licenses and vaccinations remain current during the entirety of the tenancy or lawful occupancy.

1.3.4 Resident agrees to immediately clean up and dispose of any Service or Support Animal waste. Resident also agrees that they shall leash, and ensure the animal is in direct control of Resident anywhere on or about the Property.

1.3.5 Resident agrees to comply with all laws and regulations relating to Service or Support Animals.

1.3.6 Residents agrees to keep the Premises and Property free of his or her Service or Support Animal's odors and stains and will immediately clean up any waste, including defecation, urination, and other damage by the Service or Support Animal.

1.3.7 Use of areas not in exclusive possession of the Resident for defecation or urination is prohibited unless authorized in writing by Housing Provider /Agent.

1.3.8 Resident agrees to take all action necessary to avoid pest infestations caused or brought about by any Service or Support Animal.

1.3.9 Resident agrees that their Service or Support Animal are not allowed in laundry room, business offices, pool and spa areas or fitness rooms if the Property provides those amenities, unless otherwise permitted by federal or state by law.

1.3.10 Resident agrees that they are responsible for and will immediately reimburse Property Housing Provider/Agent for any damage to the Premises and Property caused by the Resident(s), guests, or invitees' Service or Support Animal(s), whether or not they are listed herein. Damage to real and personal property includes odors, waste, damage to improvements to the Premises and/or Property and stains.

1.3.11 Resident shall maintain in full force and effect renter's insurance, which includes liability insurance for each animal. Housing Provider/Agent shall be named as an additional loss payee.

1.3.12 Resident agrees to defend, indemnify, and hold Housing Provider/Agent harmless from any and all liability and claims, complaints, demands, damages, and cost of any damage or injury arising out of Service or Support Animals actions or conduct. If animal(s) are neglected or unattended, it may be reported to animal control. Costs of enforcement shall be Resident's responsibility.

1.3.13 Resident shall comply with all laws relating or applicable to animals.

1.3.14 When Housing Provider/Agent, contractor, or maintenance staff require lawful access to the unit, Resident shall ensure animals are confined or restrained during that time.

1.3.15 Where applicable, Resident represents and warrants that they have requested a reasonable accommodation for a disability that is in compliance with regulations published by the California Fair Employment and Housing to have service or Support animals.

1.3.16 Resident has completed the information on this form and will comply with the terms and requirements of the Rental Agreement and Disclosures and Addendums and Housing Provider/Agent has approved the request and accommodation prior to the Service or Support Animal's occupation of the Premises.

1.4 READS AND UNDERSTANDS ADDENDUM

By initialing this document Resident agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

CRIME FREE LEASE DISCLOSURE

1.1 PARTIES TO DISCLOSURE

This Crime Free Lease Disclosure (the "Crime Free Disclosure") is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the "Premises").

1.2 TERMS

-
- A. Resident, any member of the Resident's household or a guest, invitee or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the said 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]).
 - B. Resident, any member of the Resident's household or a guest, invitee or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.
 - C. Resident any member of the Resident's household or a guest, invitee or other person under the Resident's control will not permit the Premises or the Property to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest or invitee.
 - D. Resident, any member of the Resident's household or a guest, or another person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code section s11350, 11351, 11377, 11378, 11550 and 11379.6, at any locations, whether on or off the dwelling unit Premises.
 - E. Resident, any member of the Resident's household, or a guest or another person under the Resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code section 647(b); criminal street gang activity, as defined in Penal Code section 186.22 et seq.; assault and battery, as prohibited in Penal Code section 240/242; threatening or intimidating as prohibited in California Penal Code section 422; burglary, as prohibited in Penal Code section 459; the unlawful use and discharge of firearms, as prohibited in Penal Code section 245, including but not limited to the unlawful discharge of a weapon, on or off the dwelling unit premises, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other resident, or involving imminent or actual serious property damage, as defined in California Civil Code; sexual offenses, as prohibited in Penal Code

sections 269 and 288, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the landlord, or their agent or other resident or involving imminent or actual serious property damage;

- F. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND JUST CAUSE FOR EVICTION AND/OR THE IMMEDIATE TERMINATION OF TENANCY UNDER THE ORDINANCE, OR OTHER APPLICABLE LAW. A single violation of any of the provisions of this disclosure shall be deemed a serious violation and a material and irreparable non- compliance. It is understood that a single violation shall be just cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

1.3 READS AND UNDERSTANDS DISCLOSURE

By initialing this document Resident agrees and acknowledges having read and understanding this Crime Free Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

INFORMATION FOR PAYMENT OF RENT ADDENDUM

1.1 PARTIES TO ADDENDUM

This Information for Payment of Rent Addendum ("Information for Payment of Rent") is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the "Premises").

1.2 TERMS

The existing rental agreement requires that:

Resident shall pay Rent, charges for utility services and other amounts due under this Agreement, either by ☐ electronic transfer, ☐ direct deposit, ☐ personal check, ☐ cashier's check, or ☐ money order made payable to "_____", or such other person or entity as Housing Provider may hereafter designate in writing. Electronic payments shall be made as follows:

_____. Unless otherwise required under the terms of this Agreement, Resident agrees to not pay Rent, charges for utility services or other amounts due under this Agreement in cash. Mailed Rent or utility payments shall be sent to _____ (or such other place as Housing Provider may hereafter designate in writing), and deposited in the mail in time to be received by the Due Date. Resident agrees and acknowledges that Resident bears the risk of loss or delay of any mailed payment. Alternatively, Resident may deliver Rent, payment of charges for utility services and other amounts due under this Agreement to:

_____, _____ (name), _____, _____ (address); tel: () _____ (telephone number), between the hours of ____ - ____, Monday-Friday.

1.3 READS AND UNDERSTANDS ADDENDUM

By initialing this document Resident agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

INSURANCE ADDENDUM

1.1 PARTIES TO ADDENDUM

This Insurance Addendum ("Insurance Addendum") is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the "Premises").

1.2 TERMS

The terms of this Addendum are intended by the Parties to be added to and incorporated into the Rental Agreement between Resident and Housing Provider that currently governs the tenancy of Resident in the Premises. This Addendum serves to supplement the Rental Agreement and requires Resident to obtain certain forms of insurance related to Resident's occupancy of the Premises.

Generally, except under special circumstances, Housing Provider is not legally responsible for loss to the Resident's personal property, possessions or personal injury, and Housing Provider's insurance will not cover such losses or damage. Moreover, if damage to Housing Provider's property or an injury is caused by Resident, or Resident's guests, invitees or pets where applicable, Housing Provider's insurance company may have a right to attempt to recover from Resident payments made under Housing Provider's policy. In addition to coverage for these types of losses, appropriate Renter's Insurance can protect Housing Provider and Resident in the event of a temporary or permanent loss of use of the Premises.

1.3 RESIDENT INSURANCE

Resident, at their sole cost and expense, shall obtain and keep in force during the Term of Tenancy, or any occupancy of the Premises following the Term of Tenancy, the following insurance:

(a)(i): Special Form (formerly "all risk") insurance insuring the Resident's interest in the Premises (including without limit, use of the Premises) and all property located in the Premises, including furniture, appliances, equipment, fittings, installations, fixtures, supplies and any other personal property, or leasehold improvements (inclusive of any Improvements) and alterations (collectively, "**Resident's Property**"), in an amount equal to their full replacement value, it being understood that no lack or inadequacy of insurance by Resident shall in any event make Housing Provider subject to any claim by virtue of any loss or damage to any uninsured or inadequately insured property;

(a)(ii): Loss of Use/Occupancy Interruption insurance in an amount of not less than \$100,000 to reimburse Resident for direct or indirect losses attributable to all perils insured against under clause (a)(i) above *or* attributable to the prevention of access to the Premises by civil authority or the need to temporarily or permanently relocate and vacate the Premises in order for repairs to be completed (including without

limit to bring the property into compliance with applicable building and housing codes, whether initiated voluntarily by the Housing Provider, its Agent, or anyone acting on Housing Provider's behalf, or mandated by a government building officer or fire marshal, or otherwise arising from fire or code enforcement action); and, sufficient to reimburse Resident for Rent and/or any relocation benefits, assistance and/or financial compensation or other payment to which Resident may be entitled, in the event of a casualty to, temporary or permanent displacement and loss of use, or taking of the Premises or the building in which the Premises are located (the "Building") (including without limit actual costs of relocation, such as moving costs, first and last month rent, as well as other costs, both monetary and non-monetary associated with any displacement or dislocation);

(a)(iii): Personal Liability coverage in the amount of not less than \$500,000 per occurrence providing protection for injury and/or damage to the Premises, the Building or the real property on which the building exists (the "Real Property") for which Resident, Resident's guests or invitees may be responsible;

(a)(iv): in the event Resident performs any repairs, improvements or alterations in the Premises and/or the Building, Builder's Risk insurance on an "All Risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering all work performed by or on behalf of Resident incorporated in the Premises and/or the building and all materials and equipment in, on or about the Premises and/or the Building; and

(a)(v): such other form or forms of insurance or any changes or endorsements to the insurance required herein as Housing Provider or any Mortgagee may reasonably require, from time to time.

(b): All such policies of insurance shall designate Housing Provider (including without limit its agents, employees and contractors), Agent (including without limit its agents, employees and contractors), all Mortgagees of which Resident has been notified, and such other persons or entities as Housing Provider may reasonably request (collectively, the "**Additional Insured Parties**", and individually an "**Additional Insured Party**") as additional insureds thereunder, all as their respective interests may appear. In the event an insurer's underwriting guidelines provide that Additional Insured Parties may not be conferred Additional Insured with respect to coverage for Resident's loss or damage to Resident's Property, all such policies of insurance shall designate Additional Insured Parties, and such other persons or entities as Housing Provider may reasonably request as an "Interested Party" (or "Interested Third Party") to the policy. Notwithstanding the foregoing, Resident and Housing Provider agree and acknowledge that the potential to designate an Additional Insured Party as an "Interest Party" or "Interested Third Party" applies only to potential losses or damage to Resident's Property, and that Additional Insured Parties will be designated as Additional Insureds with respect to (a) Loss of Use/Occupancy Interruption insurance required under section 1.2(a)(ii) above, (b) Personal

Liability coverage required under section 1.2(a)(iii) above, and (c) such other forms of insurance as Housing Provider or any Mortgagee may reasonably require from time to time, as set forth in section 1.2(a)(v) above.

(c): The minimum limits of policies of insurance required of Resident under this Addendum shall in no event limit the liability of Resident under the Rental Agreement or this Addendum. Such insurance shall: (i) specifically cover the liability assumed by Resident under the Rental Agreement; (ii) provide coverage for all costs associated with any legal proceeding related to or arising from the matters to be insured against (including attorneys' fees and costs); (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by any Additional Insured Party is excess and is non-contributing with any insurance requirement of Resident; (iv) contain a cross-liability endorsement or severability of interest clause acceptable to Housing Provider; and (v) have deductible amounts not exceeding One Thousand Dollars (\$1,000.00).

(d): If Resident shall fail to procure any insurance required herein, or to deliver such policies or certificate, within such time periods, Housing Provider may, at its option, in addition to all of its other rights and remedies under this Addendum and the Rental Agreement, procure such policies for the account of Resident, and the cost thereof shall be paid to Housing Provider within ten (10) business days after delivery of bills therefor.

(e): The insurance required by this Addendum shall be in form satisfactory to Housing Provider and shall be issued by insurers having a rating of not less than A-/VIII in Best's Insurance Guide, licensed to do business in the State of California and otherwise acceptable to Housing Provider. Resident shall deliver to Housing Provider (i) certificates on the forms commonly designated "HO-4" (Certificate of Liability Insurance) or the equivalent (in addition, attached to the HO-4 there shall be an endorsement naming the Additional Insured Parties as additional insureds which shall be binding on Resident's insurance company) and (ii) satisfactory evidence of payment of premiums for such policies at least five (5) business days before Resident's first takes occupancy of the Premises, and, with respect to renewals of such policies, not later than thirty (30) days prior to the end of the expiring term of coverage. Resident agrees and acknowledge that providing required proof of insurance is a condition precedent to Housing Provider delivering possession of the Premises, or Resident continuing to possess the Premises, as the case may be. Upon Housing Provider's request Resident shall deliver to Housing Provider certified copies of such policies. All such policies and certificates shall contain an agreement by the insurer that the policies will not be invalidated as they affect the interests of Housing Provider and the other additional insureds and/or interested parties by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies and that the insurer shall endeavor to give Housing Provider at least thirty (30) days notice in writing (ten (10) days in the case of non-payment of premiums) in advance of any cancellation or change of coverage, and shall include a clause or endorsement denying the insurer any rights of subrogation against Housing Provider. All such policies will be an "occurrence-based" forms, where whole. All premiums and deductibles associated with

such policies shall be assumed by, for the accepted, and at the sole risk of Resident, provided that Housing Provider will have the right to approve any deductible amounts.

1.4 HOUSING PROVIDER INSURANCE

Housing Provider shall maintain with respect to the Real Property casualty and liability insurance, in such types and amounts and with such deductibles as Housing Provider deems necessary or appropriate. Housing Provider shall not be required to carry insurance of any kind on Resident's Property, and Resident acknowledges and agrees that any insurance carried by Housing Provider is for Housing Provider's protection and is not intended to protect against any personal injury, loss or damage to Resident personal property or belongs, or coverage from Resident own liability or injury, loss or damage from fire or other negligent acts that Resident, Resident's guests or invitees may cause others. Resident agrees and acknowledges they are not considered co-insured of the Housing Provider and are not protected under any insurance policy of an Additional Insured Party, and shall have no right to receive any proceeds from any insurance policies carried by Housing Provider.

1.5 PROHIBITED ACTS

Resident shall not conduct or permit to be conducted in the Premises, the Building any activity, or place any equipment in, on or about the Premises or the Building or the Real Property, which will invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Premises, the Building and/or the Real Property, and Resident shall comply with all requirements and regulations of Housing Provider's casualty and/or liability insurer, if any. If any invalidation of coverage or increase in the rate of fire insurance or other insurance occurs or is threatened by any insurance company due to any act or omission by Resident or Resident's guests or invitees, such statement or threat shall be conclusive evidence that the increase in such rate is due to such act of Resident or the contents or equipment in, on or about the Premises, and, as a result thereof, Resident shall be liable for such increase and the same shall be payable at the time the next monthly installment of Rent is due under the Rental Agreement. In no event shall Resident introduce or permit to be kept on the Premises or brought into the Building or onto the Real Property any dangerous, noxious, hazardous, radioactive or explosive substance.

1.6 INDEMNIFICATION BY RESIDENT

To the fullest extent permitted by law, Resident shall, and hereby agrees to, protect, defend, indemnify and hold the Additional Insured Parties harmless from and against any and all loss, costs, liability, damage or expense of every kind and nature (including, without limitation, any loss of or damage to any property and any injury to or death of any person) arising from (i) any occurrence in the Premises (or arising out of actions taking place in the Premises); (ii) the use of the common areas and other portions of the Building or the Real Property by Resident or Resident's guests or invitees; (iii) any failure on Resident's part to timely obtain, execute and/or deliver any policy of insurance, document, instrument, certificate or statement required under the Rental Agreement or this Addendum; (iv) Resident's failure to timely vacate the Premises in

accordance with the terms of the Rental Agreement; (v) personal injuries or property damage caused by or permitted by Resident or Resident's guests or invitees; and/or (vi) any Environmental Damages arising from the presence of Hazardous Materials upon, within, on or about the Premises or other portions of the Building or the Real Property due to any act or omission of Resident, Resident's guests or invitees. If any action or proceeding is brought against Housing Provider by reason of any such claim, Resident, upon notice from Housing Provider, shall defend the same at Resident's expense by counsel reasonably satisfactory to Housing Provider. Resident's indemnity shall include attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by Housing Provider in connection with the investigation or defense of any matter. The provisions of this Section 1.5 shall survive Resident occupancy of the Premises with respect to any loss, damage, injury, or death occurring before such expiration or termination of Resident's occupancy of the Premises.

1.7 SEVERABILITY

If any term or provision of this Addendum or the Rental Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Addendum or the Rental Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

1.8 CONFLICT

In the event of any conflict between the terms of this Addendum and the other terms of the Rental Agreement, the terms of this Addendum shall control.

1.9 GOVERNING LAW

This Addendum shall be construed and enforced in accordance with the laws of the state of California.

2.0 MATERIAL PART OF AGREEMENT

Material Part of Agreement. Resident and Housing Provider agree and acknowledge that Resident obtaining and maintaining the insurance required by this Addendum throughout the Term of Tenancy is a material part of Housing Provider's agreement to enter into the Rental Agreement, and the failure of Resident to obtain and maintain the insurance required by this Addendum is a material breach of the Rental Agreement and a Default under the terms of the Rental Agreement and is a just cause for eviction.

By initialing this document Resident agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

2.1 READS AND UNDERSTANDS ADDENDUM

By initialing this document Resident agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

LEAD-BASED PAINT DISCLOSURE

1.1 PARTIES TO DISCLOSURE

This Lead-Based Paint Disclosure (“Lead-Based Disclosure”) is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the “Premises”).

1.2 TERMS

The terms of this Lead-Based Disclosure are intended by the Parties to be added to and incorporated into the Rental Agreement between Resident and Housing Provider that currently governs the tenancy of Resident in the Premises.

1.3 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 managed or 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/or lead-based paint hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention.

1.4 HOUSING PROVIDER'S DISCLOSURE

-
- Housing Provider ☐ has / ☐ does not have knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
 - Housing Provider ☐ has / ☐ does not have reports or records pertaining to lead-based paint or lead-based paint hazards that show any lead-based paint hazard in the Premises.

1.5 RENTER'S ACKNOWLEDGMENT

Resident has received either the English Version or Spanish version, of the pamphlet “Protect Your Family from Lead in Your Home.” Resident agrees to promptly notify Housing Provider of any deteriorated and /or peeling paint.

1.6 CERTIFICATION OF ACCURACY

Each person signing this Addendum, have received the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

Each person signing for the pamphlet “Protect Your Family from Lead in Your Home” agrees that he/she will be personally responsible to ensure that all persons who are now residing in the Premises, who subsequently move into the Premises in the future and any guests or invitee on, in

or about the Premises are informed about the contents of the pamphlet and are given the opportunity to read the pamphlet for themselves.

1.7 READS AND UNDERSTANDS DISCLOURE

By initialing this document Resident agrees and acknowledges having read and understanding this Lead-Based Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

MEGAN'S LAW DATABASE DISCLOSURE

The California Department of Justice, sheriffs' departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register as sex offenders pursuant to paragraph (1) of subdivision (a) of section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood and is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides. The Department of Justice also maintains a Sexual Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

1.1 READS AND UNDERSTANDS DISCLOSURE

By initialing this document Resident agrees and acknowledges having read and understanding this Megan's Law Database Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

MOLD DISCLOSURE

1.1 PARTIES TO DISCLOSURE

The Mold Disclosure (“Mold Disclosure”) is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the “Premises”).

1.2 PURPOSES OF THE DISCLOSURE

To provide information and guidelines regarding the potential for mold and mildew growth in and around the Premises.

1.3 MOLD AND MILDEW

Mold and mildew are found virtually everywhere in our environment (indoors and outdoors), and in both new and old structures), and cannot be eliminated. Also, there is conflicting scientific evidence to the amount of mold and mildew that can lead to adverse health consequences. However, leading causes of indoor mold and mildew growth (such as excess moisture) can often be eliminated by undertaking appropriate precautions. Therefore, Resident agrees to all of the following statements, terms, and conditions in entering into Resident Rental Agreement.

- Housing Provider ☐ has / ☐ does not have knowledge of mold hazards in the Premises.

1.4 ACKNOWLEDGEMENT OF RISK

Resident acknowledges that mold and mildew risks exist and assume responsibility for any personal injuries or property damage caused by mold or mildew. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises.

1.5 RESPONSIBILITIES OF RESIDENT

Resident shall be solely responsible for properly ventilating the Premises and exercising moisture control precautions, including, without limitation, performing the following obligations:

- A. Ventilate the Premises and Maximize Air Circulation as follows:
 - a. *Cooking:* Open a window slightly and use the kitchen hood exhaust fan.
 - b. *Bathing and Closet:* To keep mildew out of the bathroom and closet, open doors, and windows for ventilation (and run fans, if any.) When done bathing, hang towels and bathmats to permit air-drying.
 - c. *Furniture:* Keep furniture 4 inches from exterior walls; no furniture should abut or directly touch an exterior wall.

- d. *Air circulation*: Open windows when weather permits, and humidity is below 50%.
- B. Regularly Clean the Premises:
 - a. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the Premises on a regular basis so as to avoid the accumulation of dirt and debris.
 - b. Remove visible moisture accumulation from floors, walls, ceilings, windows, and other surfaces as soon as possible.
 - c. Immediately clean up and dry any water that spills from any source.
 - d. Utilize mold killing products whenever possible, provided they do not damage the Premises.
 - e. Immediately remove any visible mold or mildew utilizing one-cup bleach in one gallon of water. Wear gloves during cleanup, do not spread mold, only work in adequately ventilated areas, and do not undertake such cleanup of the same is hazardous to your health, the Premises, and/or any personal property or fixtures.
- C. Regularly check and clean the window tracks and keep free of condensation.
- D. Maintain Proper Temperatures

Maintain indoor temperatures between 50 and 70 degrees (F). If the Premises have a central built-in dehumidifier, use the dehumidifier during more humid months.

1.6 NOTIFY HOUSING PROVIDER IMMEDIATELY

Resident shall immediately notify Housing Provider of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide Housing Provider an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Failure of the Resident to comply with this Section may lead to termination of tenancy or liability for increased cost of repairs.

Immediately Notify Housing Provider If You Discover Any of the Following Problems:

- Any evidence of a water leak, running toilets, or excessive moisture.
- Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
- Any failure or malfunction in the heating, ventilation, air conditioning or laundry systems.
- Any inoperable doors or windows.

1.7 ADDITIONAL PRECAUTIONS

The foregoing list is not intended to be exhaustive. Instead, it is intended to provide minimum standards of compliance and examples of Resident's required conduct.

1.8 DAMAGES

Resident understands and agree that Resident shall be responsible for damages and injuries to persons and/or property resulting from Resident failure to perform any of the enumerated actions, and that such failures shall further constitute a material non-compliance with the Rental Agreement.

1.9 READS AND UNDERSTANDS DISCLOSURE

By initialing this document Resident agrees and acknowledges having read and understanding this Mold Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

NO-SMOKING ADDENDUM

1.1 PARTIES TO ADDENDUM

This No-Smoking Addendum (the “No-Smoking Addendum”) is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the “Premises”).

1.2 PURPOSE AND APPLICATION

Due to a desire to maintain a healthy environment in and around the Premises, as well as limit the increased maintenance and cleaning costs caused by smoke, Resident and Housing Provider agree to incorporate this Non-Smoking Addendum, (“Addendum”) into the rental agreement (“Rental Agreement”).

1.3 DEFINITIONS

“Smoking” for the purposes of this Addendum, means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

1.4 TERMS

The Premises is non-smoking. Therefore, no smoking is permissible within the Premises per Civil Code section 1947.5

It is a violation for Resident, or any other person subject to the control of the Resident or present by invitation or permission of the Resident, to engage in smoking in the Resident's Premises or any common area of the multi-unit residence. This smoking prohibition is a material term of the Rental Agreement, and breach of a material term by the Resident may be considered material and just cause for eviction and/or termination of tenancy.

If smoking does occur on the Premises, (i) Resident is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Resident is in breach of this Agreement; (iii) Resident, guests and all others may be required to leave the Premises; and (iv) Resident acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and window coverings and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

1.5 RESPONSIBILITY OF RESIDENT

Resident acknowledges and agrees to comply with the rules regarding smoking in this No-Smoking Addendum and agrees to notify any occupant, guest, or invitee of Resident, including service personnel, of these rules. Resident understands that he/she is responsible for ensuring compliance of these non-smoking rules by their guests and invitees. Resident understands that Housing Provider's ability to enforce these non-smoking rules is dependent on Resident's compliance and assistance.

Resident agrees to notify Housing Provider in writing, signed and dated if he/she witnesses any violation of this Non-Smoking Addendum by any other individual, Resident or guest or invitee on the Premises.

1.6 DISCLAIMER/NON-GUARANTEE OF SMOKE-FREE ENVIRONMENT

Housing Provider and Resident agrees that the no-smoking policy stated in this No-Smoking Addendum is not intended to be and will not be established as any guarantee by Housing Provider to Resident, guests, or invitees of any air quality standard or deduced health risk. The adoption of this no-smoking policy and any enforcement hereof shall not in any way change or increase Housing Provider's responsibilities under landlord-tenant law, including but not limited to, any increase in liability regarding a warranty of habitability, quiet enjoyment or any other duty of care that may or may not be owed to Resident, or Resident's guests, invitees, or individuals on the Premises. Housing Provider expressly disclaims any implied or express warranty that any area of the Premises, complex or surrounding areas will have improved air quality, increased health benefits or decreased secondhand smoke risks. There are no guarantees

of reduction of secondhand smoke or other health benefits from the enforcement or application of this policy.

1.7 ENFORCEMENT

Housing Provider will enforce the no-smoking policy stated in this Addendum to the best of its ability when Housing Provider has been actually notified of a violation of this policy, via written notice, signed and dated.

1.8 EFFECT OF BREACH OR NO SMOKING RULE

If Resident breaches the no-smoking policy contained in this Addendum, Housing Provider has the right to issue a notice of termination of tenancy on this ground alone. A violation of this no smoking policy and this Addendum will be considered a substantial and material breach of the Rental Agreement, and just cause for eviction and/or the termination of tenancy under the Ordinance, or other applicable law. In addition, Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Resident will be responsible for all costs associated with the removal of damage relating to smoke, odor, or residue.

1.9 EXISTING RESIDENT ON A LEASE

Resident acknowledges that there may be current resident residing in the complex are still under a prior Rental Agreement, which will not be immediately required to be affected by the terms of this Addendum. As these current residents move out, this no smoking policy will go into effect for them.

1.10 READS AND UNDERSTANDS ADDENDUM

By initialing this document Resident agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

SEPARATE AGREEMENT - PARKING

1.1 PARTIES TO ADDENDUM

This Parking Agreement ("Parking Agreement") is made between Housing Provider ("Owner") and Resident(s) ("Tenant(s)") for that certain rental unit located at _____ Chico, CA 95926 (the "Premises").

1.2 TERMS

The parking space(s), carport(s) or garage space(s) provided to the Resident(s) is located _____. Check one of the following:

- ☐ These parking spaces are not assigned.
- ☐ The following parking space(s), carport(s) or garage space(s) assigned to the Resident(s) is/are: _____ (insert number(s) or location(s)). Resident(s) shall only use assigned parking spaces and shall ensure guests park only in unassigned areas specifically designated guest parking, if any. Resident(s) shall refrain from parking in unauthorized areas or in any other 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.

The term shall commence on _____ and continue month to month. Either party may give written thirty (30) days in advance of any termination of this Agreement. Parking fees or other terms may be changed by Owner/Agent upon thirty (30) days' notice unless a shorter period is required for reasons of health and safety.

Resident(s) agree to pay a monthly parking fee of \$_____ for each space, carport or garage space provided. The fee for each parking space, carport or garage shall not be construed to be part of Premises or Property rent but shall be in addition to the monthly rent as required by the Rental Agreement and any Addendum or Amendment thereto.

Resident(s) is not required to pay for parking as a condition of their tenancy, and breach of this is not a breach of an apartment lease agreement with Owner/Agent if one is present. Owner/Agent's providing parking to Resident(s) is not a housing service.

Resident(s) agree to pay a security deposit of \$_____ for each ☐ garage door transmitter or ☐ key/lock, which shall be in addition to any other security deposit required by the Rental Agreement, Addendums or Amendments thereto. Each garage door transmitter or key/lock used in connection with parking on the Premises shall be returned to the Owner/Agent on or before this Agreement or Rental Agreement is terminated.

Resident(s) shall not sublet or assign all or any part of the parking space(s), carport(s) or garage space(s) or assign this Agreement or any interest in it.

Storage of personal property in the space ☐ is or ☐ is not permitted and shall not interfere with parking use and not be in plain view of the public. Storage of personal property shall not include any hazardous materials, unlawful substance, or materials.

Resident(s) agree to use the parking space(s), carport(s) or garage space(s) only for the following vehicle(s):

Vehicle #1

Make, Model, Color, and Year	Vehicle License (State and Number)
------------------------------	------------------------------------

Vehicle #2

Make, Model, Color, and Year	Vehicle License (State and Number)
------------------------------	------------------------------------

Vehicle #3

Make, Model, Color, and Year	Vehicle License (State and Number)
------------------------------	------------------------------------

Each vehicle must be currently registered and licensed.

Resident(s) agree to maintain the parking space(s), carport(s) or garage(s) in clean and sanitary condition at all times.

Resident(s) agree to immediately remove any vehicle that is unregistered, unlicensed, unsightly or in non-working condition from 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.

Resident(s) agree that they will not repair or maintain any vehicle on the Property.

No vehicle may drip oil or gas.

No combustible materials are to be stored on the site. Materials found in violation will be removed without notice. No mechanical or repair work is to be allowed on the premises. Resident(s) agrees not to create a nuisance or interfere with the quiet enjoyment of the other resident, or any other persons authorized to be on the property.

Only one (1) vehicle may be parked in each space. Only vehicles on file with the Housing Provider may be parked in accordance with this Agreement.

Resident(s) rents parking at their own risk. Owner shall not be responsible for any damage to or theft of the automobile or its contents thereof. Resident(s) personal property is not insured by Owner.

Resident(s) is responsible for any and all damage to the parking area caused by Resident(s) negligence.

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 attorney fees and costs. Parking boats, trailers, motor homes, and or recreational vehicles is strictly prohibited.

Owner may provide notice of Resident(s) of an unsightly or non-working vehicle condition or any other violation of this Addendum or Agreement and Resident(s) shall remove vehicle(s) from Property within three (3) days of issuance of notice.

In the event of violation of the terms and conditions of this Agreement, Owner shall have the right to make demand for immediate possession of any space that is assigned or not assigned to Resident(s). In the event of loss of any space assigned or not assigned to Resident(s), Resident(s) agree there shall be no reduction or abatement of Rent. If Resident(s) return the space, whether assigned or unassigned upon demand by Owner, the Rental Agreement shall continue in effect, and Resident(s) shall immediately relinquish any parking privilege and use that was established and this Addendum shall be null and void upon termination of the rental agreement.

1.3 READS AND UNDERSTANDS ADDENDUM

By initialing this document Resident(s) agrees and acknowledges having read and understanding this Addendum, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

SMOKE DETECTION DEVICE DISCLOSURE

1.1 PARTIES TO DISCLOSURE

This Smoke Detection Device Disclosure (“Smoke Detector Disclosure”) is made between Housing Provider and Resident for that certain rental unit located at _____ Chico, CA 95926 (the “Premises”).

1.2 RESIDENT ACKNOWLEDGEMENT

-
1. The premises is equipped with smoke detection that have been approved and listed by the State Fire Marshal pursuant to California Health and Safety Code section 13114 and that have been installed in accordance with the manufacturer’s instructions.
 2. These Smoke Detection Device(s) are located in the Premises as follows:

 3. These Smoke Detection Device(s) are ☐ battery operated (9v) / ☐ 10-year Lithium-Ion battery / ☐ hard-wired. *(Check all that apply)* **If battery operated, Resident agrees it is their responsibility to ensure that the battery is in operating condition at all times; replace the battery as needed; and if, after replacing the battery, the smoke detectors do not work, inform Housing Provider in writing immediately.**
 4. Resident accepts that the smoke detector device(s) was/were tested, and its operation explained by Housing Provider/Agent prior to the initial occupancy and the detector(s) was/were operating properly at that time.
 5. Resident understands and agrees that as part of Resident’s responsibilities under the Rental Agreement, Resident is responsible for checking the Smoke Detection Device(s) on a regular basis (monthly), and not less than annually, to ensure they are working properly and that the batteries are still functioning.
 6. Resident(s) must inform the Housing Provider/Agent immediately in writing of any defect, malfunction, or failure of any Smoke Detection Device.
 7. Resident agrees he/she will not tamper with, destroy, remove, take out batteries from (except to replace), unplug or otherwise de-activate the Smoke Detection Device(s).
 8. Resident understands and agrees that Housing Provider may enter the Premises upon a 24-hour notice to Resident to test, maintain, install, and/or repair the Smoke Detection Device(s) pursuant to California law.

1.3 READS AND UNDERSTANDS DISCLOSURE

By initialing this document Resident agrees and acknowledges having read and understanding this Smoke Detector Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial

MOVE-IN/MOVE-OUT – INSPECTION REPORT

Address: _____
Chico, CA 95926

Instructions: Not more than 48 hours after Resident moves in, Resident(s) and Housing Provider shall (individually or jointly) inspect the Premises and complete the following report. They will mutually agree upon the condition of the Premises upon move-in by signing this form. Each party shall keep a copy of signed report. Resident and Housing Provider agree to use the move-in report during the pre-move out inspection, and again when determining if any of the Resident's deposit will be retained for cleaning or repairs after move-out.

BE SPECIFIC and DETAILED when filling out the report.

Item	Condition on Arrival	Condition on Departure
CLEANLINESS		
Whole Unit	<input type="checkbox"/> Professionally Cleaned	
Carpets	<input type="checkbox"/> Professionally Cleaned	
LIVING ROOM		
Floor Covering		
Walls & Ceiling		
Door, Lock & Hardware		
Sliding Glass Doors / Screen Door		
Lighting		
Window & Screen	<input type="checkbox"/> with screens / <input type="checkbox"/> w/o screens	
Window Covering		
Fireplace/Heating Element		

KITCHEN		
Floor Covering		
Walls & Ceiling		
Door, Lock & Hardware		
Window & Screen		
Window Covering		
Lighting		
Cabinets		
Countertops		
Stove/Oven/Range Hood		
Refrigerator		
Sink & Plumbing		
Garbage Disposal		
Fire Extinguisher	<input type="checkbox"/> provided / <input type="checkbox"/> not provided	
ENTRYWAY/HALLWAY		
Door, Lock & Hardware		
Floor Covering		
Window & Screen	<input type="checkbox"/> with screens / <input type="checkbox"/> w/o screens	

Window Covering		
Lighting		
Smoke Detector		
Carbon Monoxide Detector		
LAUNDRY (in-unit)		
Washer & Connections		
Dryer & Connections		
Sink & Plumbing		
BATHROOM 1		
Floor Covering		
Walls & Ceiling		
Counter & Surfaces		
Cabinet/Vanity		
Sink & Plumbing		
Shower/Bathtub		
Toilet		
Lighting		
Window & Screen	<input type="checkbox"/> with screen / <input type="checkbox"/> w/o screen	

Door, Lock & Hardware		
Hardware (Towel Racks)		
Fan		
BEDROOM 1		
Floor Covering		
Walls & Ceiling		
Windows & Screens	<input type="checkbox"/> with screens / <input type="checkbox"/> w/o screens	
Window Coverings		
Lighting		
Smoke Detector		
Door		
Door, Lock & Hardware		
Closet		
Heating Element		
BATHROOM 2		
Floor Covering		
Walls & Ceiling		
Counter & Surfaces		

Cabinet/Vanity		
Sink & Plumbing		
Shower/Bathtub		
Toilet		
Lighting		
Window & Screen	<input type="checkbox"/> with screen / <input type="checkbox"/> w/o screen	
Door, Lock & Hardware		
Fan		
BEDROOM 2		
Floor Covering		
Walls & Ceiling		
Windows & Screens	<input type="checkbox"/> with screens / <input type="checkbox"/> w/o screens	
Window Coverings		
Lighting		
Smoke Detector		
Door		
Door, Lock & Hardware		

Closet		
Heating Element		
BEDROOM 3		
Floor Covering		
Walls & Ceiling		
Windows & Screens	<input type="checkbox"/> with screens / <input type="checkbox"/> w/o screens	
Window Coverings		
Lighting		
Smoke Detector		
Door		
Door, Lock & Hardware		
Closet		
Heating Element		
OTHER		
Heating System		
Pilot lights associated with water heater and furnace functional and lit ¹		

¹ In the event, Resident turns off a pilot light, Housing Provider shall not be responsible for re-lighting it. In addition, Resident is prohibited from lighting pilot lights. Resident should contact PG&E to light their pilot lights and to perform a safety inspection for their gas appliances. This is a free service provided by PG&E. In the event, Resident wishes to have Housing Provider re-light their pilot light, Resident shall reimburse Housing Provider for the cost associated with hiring a licensed contractor to perform this service, which is estimated at \$75.00.

Air Conditioning		
Lawn & Garden		
Patio, Terrace, Deck, Balcony		
Parking Area(s)		
# & Type of Keys		

Resident acknowledges that all smoke detectors, carbon monoxide detectors, and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Resident agrees to test all detectors at least once a month and report any problems to Housing Provider in writing.

Additional Comments or Other Items:

MOVE-IN INSPECTION DATE _____

MOVE-OUT INSPECTION DATE _____

Housing Provider/Agent Signature

Housing Provider/Agent Signature

Resident Signature

Resident Signature

Resident Signature

Resident Signature