

**LEASE AND RENTAL AGREEMENT**  
THIS IS A BINDING CONTRACT. PLEASE READ IT CAREFULLY

THIS LEASE AND RENTAL AGREEMENT is entered into on this \_\_\_\_\_, by and between \_\_\_\_\_ Apartments, hereinafter called **Landlord**, and

Resident: _____	Birth Date: _____

Hereinafter called **Resident**, covering those certain premises known as Apt. No. \_\_\_\_\_, at \_\_\_\_\_ Apartments, located at \_\_\_\_\_, State of California, hereinafter called **Premises**.

**NO ADDITIONAL PERSON SHALL OCCUPY SAID PREMISES, OR ANY PART THEREOF, WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT ENDORSED HEREON.**

**1. TERMS:**

The term of this Agreement is for a fixed-term tenancy commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_.

- a. A month-to-month tenancy shall be created only if Landlord accepts rent from Resident thereafter, and continue on a month-to-month basis until either party shall terminate the Agreement by giving written notice thirty (30) days in advance if (i) Resident has resided in the Premises for less than one year, or (ii) sixty (60) days in advance if Resident has resided in the Premises for more than one year, (iii) the Premises are being sold and the purchaser intends to occupy the Premises.

**2. RENT:**

Resident shall pay to Landlord without deduction or offset of any kind, as rent for the leased premises the sum of \$ \_\_\_\_\_ for each calendar month of the term, payable on the first day of the month, except that rent for the first full calendar month shall be paid at the time of execution of this Lease by Resident. Should the term commence on a day other than the first day of the month, Tenant shall pay a prorated amount of \$ \_\_\_\_\_ for the second month's rent. Rent and all other charges due Landlord shall be payable to the manager/office at 3036 S. Hoover St, Suit 101, Los Angeles, CA 90007.

Payment may be made by cashier's check or money order. The normal hours available to make payments in person are from 9:30 AM to 5:30 PM, Monday through Friday. If the Premises do not have an on-site manager/office, all rent should be made to: <http://www.firstchoicehousing.com/tenants/pay-rent/>

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS."

**3. LATE CHARGE:**

Resident acknowledges that late payment of rent may cause Landlord to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on Landlord by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from Resident is not received by Landlord within 3 calendar days after date due, Resident shall pay to Landlord an additional sum of \$ \_\_\_\_\_ as a late charge which shall be deemed additional rent. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord may incur by reason of late payments. Acceptance of any late charge shall not constitute a waiver of Resident's default with respect to the past due amount, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

**4. SERVICE CHARGE:**

If Resident's check is returned by the bank for a lack of funds, Resident shall redeem such check with a cashier's check or money order. Resident agrees to pay a charge of \$ \_\_\_\_\_ for the first dishonored check and \$ \_\_\_\_\_ for any subsequent dishonored check. Service charges shall be paid by Resident to Landlord as specified in Paragraph 2 above. In the event that Resident's check is returned for insufficient funds, Landlord may require Resident to submit future rent payments by money order or cashier's check.

**5. SECURITY DEPOSIT:**

Resident agrees to make a refundable security deposit of \$ \_\_\_\_\_ to the Landlord at the time this Agreement is executed. (Total of all deposits not to exceed two (2) months rent for an unfurnished or three (3) months for furnished unit.)

At no time shall any portion of this deposit be considered as an advance payment or rent, including last month's rent, nor is it to be used or refunded prior to leased premises being completely vacated by all Residents. Upon termination of this Agreement, the deposit is to be refunded to the Resident within twenty-one (21) days except as may be used by the Landlord toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by the Resident or his/her family or guests, cleaning, and any rent or other charges owed, and to remedy future defaults by Resident in any obligation under the Lease including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear, and (e). The Landlord shall provide the Resident with an itemized statement of any security deposit retention.

**6. UTILITIES:**

Resident agrees to pay for all utilities and services based upon occupancy of the Premises except  Water  Trash  Internet  Electricity  Gas, which shall be paid for by Landlord. Prior to the commencement date of this lease, Resident shall take any and all action necessary to transfer utilities and services for which Resident is responsible for payment into Resident's name. Failure to comply with the requirements of this paragraph shall constitute a material breach of this Lease.

**7. KEYS:**

Resident acknowledges receipt of \_\_\_\_\_ keys to the apartment, \_\_\_\_\_ general access key, \_\_\_\_\_ mailbox key and \_\_\_\_\_ remote transmitter for entry to the parking facility if Resident operates a vehicle or for entry to the parking facility. Initials: \_\_\_\_\_

**8. USE AND MAINTENANCE OF PROPERTY:**

The Resident shall not disturb, annoy, endanger or interfere with other Residents of the building or neighbors, nor use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises.

Resident shall keep the Premises in a clean and sanitary condition and shall comply with all laws and health and policy requirements with respect to the maintenance of the rented Premises. Landlord shall perform an annual unit inspection of apartment.

Resident shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits. Continued lack of proper maintenance or failure to maintain sanitary conditions will be grounds for termination of tenancy. Excluding ordinary wear and tear, Resident shall notify Landlord and pay for all repairs or replacements caused by Resident(s) or Resident's invitees' negligence or misuse. Resident's personal property is not insured by Landlord. In any event, including but not limited to a fire, water leaks, earthquake, acts of God, and theft, the Landlord is not liable for any loss or damage to Resident's property and possessions, including but not limited to; furniture, art, clothes, jewelry, money, toys, dishes, cars, electronic equipment and valuables. Landlord does not have insurance which covers any of the Resident's possessions. Resident acknowledges that Landlord's/Owner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of other causes, nor shall Landlord/Owner be held liable for such losses. Resident is required to carry \$100,000.00 in liability insurance and provide the management office with proof of coverage within 10 days of move in. Failure to retain insurance can and will result in termination of the lease contract by resident default. Initials: \_\_\_\_\_

Resident shall promptly notify the Resident Manager of any condition requiring repairs. The Resident shall furnish to the Resident Manager a Work Order for the purpose of requesting repairs in the apartment unit. It is the Resident's responsibility to immediately notify the Resident Manager of an emergency in the unit or on the premises so that it can be corrected without delay.

**9. ASSIGNMENT AND SUBLETTING:**

The Resident shall not assign this Lease or any interest in it, let or sublet all or any part of the Premises, give accommodation to any roomers or lodgers or permit the use of the Premises for any purpose other than as a private dwelling solely for the Resident and household as listed in this Agreement. The Resident shall not permit any guest to live at the Premises in excess of 14 days in any six-month period unless prior written consent is obtained from Landlord.

Only those persons who are signatures to this Agreement and members of their family listed on the Resident's Application may occupy the Premises rented herein as permanent residents.

**10. MULTIPLE TENANTS:**

If there is more than one Resident:

- a. any Resident may give notice to Landlord as provided for by this agreement and such notice shall bind all other Residents;
- b. any notice to be given by Landlord to Resident pursuant to this agreement may be given to any such Resident;
- c. no deposit need be refunded by landlord if less than all Residents vacate the Premises and any refund of the deposit may be made to the last remaining Resident or Residents left in possession; and
- d. Each Resident shall remain bound to all the terms and conditions of this Agreement until this Agreement is terminated or unless a Resident is released by Landlord in writing.

It is the responsibility of multiple Residents to make arrangements between themselves as to deposits or other fees paid by them jointly to Landlord if less than all such Residents vacate the Premises without termination of this Agreement. Landlord may make the refund of any amounts owing to Resident under this Agreement by joint check to the remaining Residents.

#### 11. EXAMINATION OF PREMISES:

1. Resident acknowledges that Resident has thoroughly examined the Premises and all personal property situated therein, and that no statements or representations not herein expressed as to the past, present or future condition or repair thereof, or of any building of which Premises is a part have been made by or on behalf of Landlord. By taking possession hereunder, Resident acknowledges that the Premises is ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted in the Apartment Move-In Inspection Report, a copy of which shall be given to Resident at the time of move in. The resident has been given the opportunity to accompany the Resident Manager to inspect the Premises. Resident's signature on the Apartment Move-In Inspection Report acknowledges that the form accurately shows the condition of the Premises at the time of move out and not that Resident agrees with the charges, if any, against Resident's deposit.
2. The Resident agrees to surrender the premises (including keys) to the Landlord at the end of occupancy in as good a condition as when received, reasonable wear and tear accepted.

#### 12. ENTRY:

Landlord will have the right to enter the premises as allowed by law.

Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when the resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless entry is due to an emergency, surrender or abandonment of the unit, or to exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection. In an emergency, or if the resident has abandoned the premises or surrendered the Premises, Landlord, authorized agent or representative may enter the Premises, at any time, without prior permission from Resident. **Resident agrees not to change any lock or locking devise to said premises without the prior written consent of the Landlord, but Resident will, upon demand, furnish Landlord with keys for the purpose of making duplicates thereof.**

#### 13. ALTERATIONS:

Without prior written approval of the Landlord, the Resident shall not:

- a. paint, wallpaper or otherwise redecorate or make alterations, or additions in or to the property,
- b. Place fixtures, signs or fences in or about the premises, or
- c. Change or add locks.

#### 14. WATERBEDS AND ANTENNA:

Resident agrees to comply with all requirements and conditions of Civil Code Section 1940.5 in connection with the use of a waterbed or other beds containing a liquid filling the material on the leased Premises. In addition to imposing installation, maintenance, inspection, and use requirements, Civil Code Section 1940.5 permits landlord to require, and Landlord hereby does require, that Resident obtain, before installation of a waterbed or other bed with liquid filling material, a valid waterbed insurance policy or certificate of insurance for property damage. The policy shall be written for no less than \$100,000 of coverage, shall be maintained in full force and effect until the waterbed is permanently removed from the leased Premises, and shall cover (up to the limits of the policy) the replacement value of all property damage, including loss of use, incurred by Landlord or any other person or entity and caused by or arising out of the ownership, maintenance, use, or removal of the waterbed. Landlord may require Resident to produce evidence of insurance at any time. The carrier must give Landlord 10 days' prior written notice of cancellation or non-renewal of insurance. Resident shall not permit any external antenna to be installed on the exterior of the leased Premises other than satellite dishes as allowed by law. Landlord will permit Tenant to install a satellite dish for personal, private use on the premises under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the rental unit in areas within the Resident's exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways;
- The satellite dish must be installed on a stand alone tri-pod;
- Resident may not make physical modifications to the premises and may not cause physical or structural damage to the premises. No holes may be drilled through exterior walls or the roof.
- Resident must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal of the satellite

dish. Resident will indemnify, defend and hold Landlord harmless for any damage or injury resulting from breach of Resident's obligations, including paying Landlord's attorney's fees and costs;

- Resident is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the apartment unit will provide a suitable location for receiving a satellite signal.

Initial: \_\_\_\_\_

**15. SMOKE & CARBON MONOXIDE DETECTORS**

The premises are equipped with Smoke and Carbon Monoxide Detection device(s) (Devices) and:

- a. Resident(s) acknowledges that operation of the Devices was explained by Landlord in the presence of the Resident(s) at the time of initial occupancy, and that the Devices were tested and in proper working order at the time.
- b. Resident(s) shall perform the Manufacturer's recommended test to determine whether the Devices are operating properly at least once a month. Additionally, where local law requires a Landlord to test the Device(s), the Resident shall allow the Landlord or Landlord's agent access to the unit for purposes of installing, repairing, testing, and/or maintaining the devices.
- c. Resident(s) shall inform the Landlord immediately, in writing, of any defect, malfunction, or failure of any Device(s).
- d. Resident(s) shall not tamper with, deface, disconnect or damage the Devices, and shall take reasonable care to ensure that the Devices remain operational.

16. \_\_\_\_\_ INITIAL and complete this section only if the premises were built before 1978:

**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 properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.*

**LANDLORD'S DISCLOSURE (initial where appropriate)**

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises, or

\_\_\_\_\_ Landlord has knowledge of lead-based paint and/or lead-based paint hazards that are present in the premises and has provided the Resident with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. The following documents have been provided:

**RESIDENT'S ACKNOWLEDGEMENT**

Resident has received a copy of the pamphlet "Protect Your Family From Lead In Your Home" and copies of the documents listed above, if any. Resident agrees to promptly notify Landlord of any deteriorated and/or peeling paint.

17. \_\_\_\_\_ INITIAL and complete this section only if premises built before 1979 and Landlord has 10 or more employees.

**ASBESTOS DISCLOSURE-** The California Asbestos Notification Act requires Landlords with more than 10 employees of structures built before 1979 to notify Residents and their employees and contractors of any knowledge they may have regarding any asbestos-containing construction materials ("ACM"). In that regard, note that while Landlord is not specifically aware of any ACM in the premises, it is possible that given the age of the building, ACM may be present. Accordingly, as a precaution, Resident hereby agrees to not, under any circumstances to disturb or remove acoustic ceilings or flooring material, not to sand, but or otherwise abrade dry wall material, and may not drill into fire doors or remove door knobs. California requires that notice be provided to persons warning that they may be exposed to chemicals known in the State to cause cancer. Asbestos is one of those chemicals. Assuming Resident's compliance with the precautionary measures described above, however, Landlord has no reason to believe that any person on the premises is exposed to significant risk levels. The notice provided in this paragraph is accordingly provided to Resident merely to comply with the technical notification requirements.

**18. TRANSFER OF RENTAL AGREEMENT:**

Resident understands that should the complex be sold or transferred the Lease Agreement will be transferred to the new Landlord.

**19. RENTAL AGREEMENT TERMINATION - NATURAL DISASTER:**

Landlord shall not be liable if, because of fire or other disaster, the premise becomes uninhabitable. In such case the Rental Agreement may be terminated by Landlord, at Landlord's option, unless the building can be repaired or rehabilitated within thirty (30) days, or unless the damage was caused by Resident or Resident's guests, or household members.

**20. ABANDONMENT OF UNIT AND PERSONAL PROPERTY:**

The Landlord may give a notice of belief of abandonment to the Resident only where the rent on the property has been due and unpaid for at least 14 consecutive days and the Landlord reasonably believes that the Resident has abandoned the property. The date of termination of the lease shall be specified in the Landlord's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail. Any and all property of Resident which may be left in the apartment or the buildings after the termination of this Agreement or termination of Resident's right of possession for any reason may be handled, removed or otherwise disposed of by Landlord at the risk and expense of Resident, and Landlord shall in no event be responsible for any property left in the apartment or the buildings by Resident. Resident shall pay to Landlord upon demand all expenses incurred in such disposition, including a reasonable charge for storage.

**21. NOTICES:**

All notices required by this Agreement shall be in writing and shall be delivered personally or sent by prepaid mail. Resident Manager, 3036 S. Hoover St, Suit 101, Los Angeles, CA 90007 is authorized to manage the premises on behalf of the Landlord, and is authorized to act on behalf of Landlord for the purpose of receiving service of process and receiving notices and demands.

**22. ATTORNEY FEES:**

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, not to exceed \$500.00. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND COSTLY, LANDLORD AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

**23. ARBITRATION OF PERSONAL INJURY DISPUTES:**

Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the conditions of the leased Premises, or the apartment community, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the Premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within fifteen days, then the presiding judge of the Superior Court of the county in which the arbitration is to be conducted shall appoint such arbitrators. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject however, to the following: a) any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) the arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) each party to bear their own respective fees and costs relative to the arbitration process; d) all administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Landlord and Resident, and all such fees and costs must be advanced prior to the arbitration; e) the decision of the arbitrators shall be final and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Landlord's rights in the event of Resident's breach or default under this Lease, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the State of California.

**24. WAIVER OF AGREEMENT PROVISIONS:**

Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any prior claimed breach by Resident of any term, covenant or condition of this Agreement regardless of Landlord's knowledge of such prior existing breach at the time of acceptance of such rent.

Any payment by Resident or receipt by landlord of a lesser amount than the stipulated rent shall be applied on account of the amount earliest due. The Landlord may accept any payment without prejudice to the Landlord's right to recover any of the sums due from Resident or pursue any other remedy provided in this Agreement, regardless of any endorsement or statement accompanying such payment.

Any acceptance of money by Landlord from resident after the termination of this Agreement or after the expiration of the Three-Day Notice to Pay Rent or Quit or after the service of any other notice, or the commencement of any suit or after final judgment for possession of the apartment after forfeiture of the Agreement shall not renew, reinstate, continue, or extend the term of this Agreement or affect any such notice, demand or suit.

**25. SUBORDINATION:**

This Agreement is subordinate to all recorded covenants, conditions and Deeds of Trust which may now or hereafter affect the property of which the building forms a part and to all modifications thereof.

**26. APARTMENT HOUSE RULES:**

The House and Ground Rules attached hereto are made a part of this agreement and Resident agrees to abide by each and all such rules and by an amendment thereto of which Resident is properly notified in writing as provided in Paragraph 27 of this Agreement.

**27. PETS:**

RESIDENT HEREBY COVENANTS AND AGREES THAT NEITHER HE/SHE NOR ANY OCCUPANT OF HIS/HER APARTMENT WILL PERMIT, KEEP, HARBOR, OR BRING UPON THE DEMISED PREMISES OR THE COMMUNITY GROUNDS ANY ANIMAL OR PETS OF ANY KIND WHATSOEVER WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD. Resident further agrees not to allow or permit occupants, guests, invitees or licensees to bring any such animals of any kind into or upon the leased Premises or the community grounds. In the event a pet is permitted and said pet causes property damage, personal injury or death to an individual upon the Premises or community grounds, Resident shall be solely responsible therefore and shall fully indemnify Landlord for all costs, judgments, damages, awards and attorney's fees caused as a result thereof. In the event Landlord grants permission for Resident to keep a pet upon the Premises nothing herein shall prohibit Landlord from charging a pet fee, in addition to the rent set forth herein.

**28. PEST CONTROL/ FUMIGATION/ EXTERMINATION:**

Upon demand by Landlord, Resident shall temporarily vacate the Premises for a reasonable period required to allow cited or needed repairs, or pest/ vermin control work to be done. Resident shall comply forthwith with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables, and medicine. Additionally, it is recommended that Resident advise management if additional pest control or fumigation is necessary. However, Landlord shall reduce the rent on a pro-rata basis for every day that the Resident is required by Landlord to temporarily vacate the premises as a result of said fumigation/extermination. Landlord shall not be liable or responsible to pay for Resident's housing or meals at another facility as a result of being required to temporarily vacate the premises.

**29. VEHICLES AND PARKING:**

Landlord reserves the right to control the method of parking, change assigned parking spaces and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in spaces not authorized by Landlord. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of any leaking fluids, and in compliance with governmental noise limitations. The parking areas are not to be used for storage of vehicles or parts or for the repair, modification or washing of vehicles. Resident's assigned space number is \_\_\_\_\_. Initial parking charge for such parking space is \$\_\_\_\_\_ per month, plus any applicable City taxes. Parking charges are subject to increase after the initial one (1) year of Resident's occupancy. Parking spaces or privileges are only for use by Resident and any other occupant(s) of the Premises permitted by Landlord and may not be assigned, sold, transferred, leased or subleased.

**30. MEGAN'S LAW:**

On September 25, 1996, the State of California signed into law SB 1989. The following notice is required for compliance with the law effective July 1, 1999.

**REGISTERED SEX OFFENDERS NOTICE: PURSUANT TO SECTION 290.46 OF THE PENAL CODE, INFORMATION ABOUT SPECIFIED REGISTERED SEX OFFENDERS IS MADE AVAILABLE TO THE PUBLIC VIA AN INTERNET WEB SITE MAINTAINED BY THE DEPARTMENT OF JUSTICE AT [WWW.MEGANSLAW.CA.GOV](http://WWW.MEGANSLAW.CA.GOV). DEPENDING ON AN OFFENDER'S CRIMINAL HISTORY, THIS INFORMATION WILL INCLUDE EITHER THE ADDRESS AT WHICH THE OFFENDER RESIDES OR THE COMMUNITY OF RESIDENCE AND ZIP CODE IN WHICH HE OR SHE RESIDES.**

**31. ACKNOWLEDGMENT AND RECEIPT OF SIGNED AGREEMENT AND ATTACHMENTS:**

By affixing his/her signature hereto, Resident acknowledges receipt of an executed copy of this Agreement, a copy of the House and Ground Rules and all Addendums listed below and initialed as attached. Resident has read and understands all documents incorporated into the Agreement as though fully set forth at length.

Bed Bug Addendum	<input checked="" type="checkbox"/>	Fitness Center Agreement	<input checked="" type="checkbox"/>
House & Ground Rules	<input checked="" type="checkbox"/>	Move In Inspection Report	<input checked="" type="checkbox"/>
Lead Pamphlet Form	<input checked="" type="checkbox"/>	Drug Free Housing Addendum	<input checked="" type="checkbox"/>
Lead Base Paint Addendum	<input checked="" type="checkbox"/>	Mold Addendum	<input checked="" type="checkbox"/>
Pet Policy & Addendum	<input checked="" type="checkbox"/>	Resident Emergency Information Sheet	<input checked="" type="checkbox"/>
Proposition 65 Addendum	<input checked="" type="checkbox"/>	Proposition 65 Information Sheet	<input checked="" type="checkbox"/>
Smoke Detector Agreement	<input checked="" type="checkbox"/>	Renters Insurance Addendum	<input checked="" type="checkbox"/>
Utility Addendum	<input checked="" type="checkbox"/>		

**THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY.**

I have read, understand, and agree to all terms contained in this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
Apartments

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Manager Signature  
(For Managing Agent)

\_\_\_\_\_  
Resident Signature

Other persons to occupy Premises with Resident(s):

\_\_\_\_\_ Date of Birth \_\_\_\_\_

\_\_\_\_\_ Date of Birth \_\_\_\_\_

# PROPERTY MANAGEMENT ASSOCIATES



## HOUSE AND GROUND RULES

Dear Resident:

We appreciate that you have chosen our community as your apartment home. We welcome you to your new home and extend our good wishes to you.

With your comfort and safety in mind, we make these requests:

### REGARDING RENTS

1. All rents are due and payable in advance on the first day of each month. Payment is to be made in the form of personal check, cashier's check or money order.
2. A \$ \_\_\_\_\_ service charge will be made on all checks returned unpaid by the bank. If a check is returned unpaid by the bank, future rent payments may be required by money order or cashier's check.

### REGARDING APARTMENT INSPECTION

1. Apartments will be inspected on a periodic basis.
2. When maintenance is required due to the neglect of a resident, the resident shall be responsible for the payment of such repair. This refers for example, to broken windows, toilets which have become stopped-up due to refuse, garbage disposals which have become inoperative due to improper use.
3. All apartments will be treated periodically for pest control. Your manager will notify you in advance. Residents must cooperate in preparing their apartments for this service.

### REGARDING VISITORS

1. Residents will be held responsible for their visitors' actions.

### REGARDING NOISE

1. There is to be no boisterous or vulgar conduct or unnecessary loud noise at any time. Please be considerate of your neighbors. Televisions, radios, stereos, etc., are to be played at a level that does not disturb your neighbors.

### REGARDING PETS

1. No pets or animals (including fish) shall be kept within the apartment or on the premises without written approval of the Landlord. Pets owned by your visitors are not permitted on the premises. (The local animal regulatory agency will be called if a pet is found).

### REGARDING VEHICLES AND PARKING

1. Bicycles, skateboards, roller skates/blades or scooters are not to be ridden within the complex. Anyone riding a bicycle, skateboard, roller skates/blades or scooter across landscaped areas shall be held liable for damages incurred. Bicycles must be parked in racks provided especially for this purpose, where available.
2. Traffic in driveways and parking areas shall not exceed five (5) miles per hour.
3. TBD parking space(s) may be assigned for each apartment upon presentation of proof of ownership and current registration. If an additional space is needed it may be secured from the manager at an additional monthly charge of \$ \_\_\_\_\_ if the space is available.
4. All cars and motorcycles using parking areas must have a valid parking sticker.
5. Park only in areas where parking is permitted; automobiles parked in violation of parking rules or signs will be towed away at vehicle owner's expense.
6. VISITOR PARKING IN DESIGNATED AREA ONLY, if provided.
7. Recreational vehicles and trailers are prohibited. Unregistered, derelict or inoperative vehicles may NOT be kept on the premises. Such vehicles will be towed away at vehicle owner's expense. No repair or maintenance work on vehicles is permitted at any time on the premises. No spare parts are to be left lying in public areas or in public view. Storage of personal items of any kind is not permitted in your assigned parking space.
8. Vehicle oil leaks or fluid loss is prohibited and must be cleaned immediately. Residents are responsible for keeping their assigned parking areas clean, and keeping their vehicles in good condition in order to avoid any spillage.
9. All vehicles are to be locked at all times. Management is not responsible for any vehicles or their contents.
10. Car washing and/or repairs is prohibited on the premises.

REGARDING GENERAL PROVISIONS:

1. Maintenance needs should be reported to the manager, in writing, as soon as possible.
2. Residents should take care not to lock themselves out of their apartments. A service charge may be imposed upon offenders.
3. Residents may not alter any lock or install a new lock on any door on the premises without consent of the management. Management must have a key to any locks installed or changed in order to ensure access to apartment in emergencies and for maintenance.
4. Management is not responsible for delivery of messages, materials, or mail. Residents are urged to purchase renters insurance. Management is not responsible for lost or stolen property.
5. Resident agrees not to use any utilities in a wasteful, unreasonable or hazardous manner.
6. No additional appliances including, but not limited to, portable and/or stationary dishwashers, washing machines, clothes dryers, refrigerators, stoves and freezers will be permitted on the premises. There are no exceptions.
7. Waterbeds are not permitted without consent of the Landlord. Proof of adequate waterbed insurance must be provided to the management.
8. Do NOT use abrasives to clean your tub and shower. Use only cleansers formulated for fiberglass tubs and showers to preserve the shine and luster and keep them clean.
9. Please pay particular attention to how your windows appear from the outside looking in – do not replace furnished window coverings, attach aluminum foil to windows, or tint windows. No signs are allowed in windows, on doors, or on exterior of the building.
10. No radio or television antennas or wires may be installed on any part of the premises.
11. Do not remove chairs, furniture or other equipment from any recreation area.
12. Lawns and shrubbed areas are not to be used as playgrounds, as recreation areas, or walkways.
13. The fire department prohibits the blocking of stairwells and doorways by any object; moreover, you may not store combustible materials anywhere within the complex.
14. Entrances to apartments are to be kept clear at all times. No boxes, mops, or litter of any kind will be allowed. All door mats are to be of a type that may be hosed off and will not stain the concrete. Pieces of carpet as door mats are not permitted.
15. Balconies and/or patios are not to be used as storage areas. Indoor furniture, trash, and other household items are not to be kept on the balcony and/or patio. Any type of carpeting or floor covering is prohibited. All plants must have plastic saucers under them. No plants or other items may be placed on the railing. Overall weight of plants must be considered to prevent possible structural damage to the building. Barbeques are not permitted on balconies or patios at any time.
16. Trash must be placed inside specially provided trash bins; boxes must be broken down to fit into trash bins. Bulky items such as furniture, beds and appliances may not be placed in or about the trash bin.
17. If there are trash chutes in your building, trash must be in small, closed bags and deposited in the trash chutes provided on each floor. Do not force large items into the trash chutes. Please take them to the trash bin. Do not leave them in the trash room.
18. Laundry or other articles may not be hung outside or from balconies. Fully equipped laundry rooms are provided for all laundering needs. Observe posted hours. Please keep the laundry room clean at all times.
19. We trust you to do your utmost to keep the interior halls, laundry rooms and grounds clean.
20. Resident agrees upon threat of eviction not to engage in or permit members of the household or their guests to engage in any criminal activity, including drug-related criminal activity, whether in the unit, in the common areas, on the project grounds, or within 500 feet of the property. This includes disturbance or acts of violence that damage or destroy the dwelling unit or disturb or injure other residents.

We must stress that persons found in violation of any of the above Rules and Regulations will be held liable and will be subject to immediate notice to vacate.

These rules have been put in place to assure you of a pleasant and comfortable place in which to live and call your home. Thank you for your cooperation.

These Rules and Regulations are subject to change upon (60) days notice.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Manager's Signature)

**PROPERTY MANAGEMENT ASSOCIATES**

**WATER, SEWER, TRASH, ENERGY UTILITIES ADDENDUM**

THIS addendum ("Addendum") dated \_\_\_\_\_ is attached to and made part of the lease dated \_\_\_\_\_ (the "Lease") by and between \_\_\_\_\_ Apartments ("Landlord") , and \_\_\_\_\_ ("Resident") for Unit \_\_\_\_\_.

Landlord and Resident agree to the billing described below for each of the following utilities and services (check only if applicable):  Water & Sewer,  Trash removal,  Energy; (all of the checked utilities and services are collectively referred to as the "Utilities"). The responsibility for the utilities and services not checked above as well as those utilities and services not specifically identified above shall be governed by the terms of the Lease. During the lease term, Landlord is authorized to bill Resident for, and Resident agrees to pay, a portion of the monthly bills for the Utilities for the Property as follows:

- 1) Resident's monthly rent under the lease does not include a charge for the Utilities. Instead, for the Utilities, Resident shall pay that amount stated in a separate bill received by Resident each month from Landlord or a third party billing service provider designated by Landlord ("Utility Bill"). Landlord reserves the right to change the third party billing service provider and the method of billing from time to time with a minimum of thirty (30) days written notice to Resident.
- 2) The Energy, Water and Sewer portion of the Utility Bill shall be based on the previous period's actual bills for the Property's Utilities, allocated to Resident pursuant to an allocation formula based on the estimated occupancy for each unit. The number of bedrooms in each unit determines the estimated occupancy. A Common Area Deduction is deducted from the sum of the master utility bills for the expense associated with any common laundry facilities, irrigation, pools, fountains, lights, etc.
- 3) The Trash removal portion of the Utility Bill shall be based on the previous period's actual bills for the Property's Utilities, allocated to Resident pursuant to an allocation formula based on the number of units at the property
- 4) You are responsible for establishing individual Electric and Gas accounts at the time of move in. If you fail to do so, you will be assessed a \$8.50 charge (not to exceed \$50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name.
- 5) Resident represents that all occupants that will be residing in the Unit are accurately identified in the Lease. Resident agrees to promptly notify Landlord of any change in such number of occupants.
- 6) Payment of the Utility Bill is due as noted on each Utility Bill. Unless otherwise provided, Resident agrees to pay the Utility Bill monthly at the location identified on such Utility Bill. Utility bills will be considered delinquent if payment is not received within 21 days of receipt of bill. Resident agrees to pay a monthly invoice service fee not to exceed \$7.00 per utility billed, which shall be included on each Utility Bill received by the Resident. A late fee will be assessed on any delinquent utility bills. A \$35.00 fee will be assessed for any checks returned from the bank due to non-sufficient funds in addition to the late fee. The late fee and non-sufficient fund fees may be increased with a minimum of thirty (30) days written notice to Resident. A one-time Account Activation fee of \$11.00 will be included on Resident's first monthly invoice.
- 7) To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent.
- 8) If Resident moves into or out of the Unit on a date other than the first of the month, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of rent. If Resident breaches the Lease, Resident will be responsible for all charges for the Utilities through the time it takes for Landlord to retake possession of the Unit, regardless of whether Resident is still occupying the Unit. When the Resident vacates the Unit, all charges for the utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for the Utilities at the time of the move out date will be deducted from the security deposit being held by Landlord under the Lease.

- 9) Landlord is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Unit. Resident releases Landlord from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Unit due to such outages, interruptions, or fluctuations.
- 10) Resident understands and agrees that continued occupancy of the Unit when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Resident agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water or sewer services to the Unit. Resident shall not tamper with, adjust, or disconnect any delivery and/or utility submetering system or device. Violation of this provision is material breach or default of this addendum and the Lease and shall entitle Landlord to exercise all remedies available under the Lease.
- 11) Resident agrees that Resident may, upon thirty (30) days prior written notice from Landlord to Resident, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities."

RESIDENT:

- 1. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 2. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 3. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 4. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 5. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 6. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 7. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)
- 8. \_\_\_\_\_ (sign) \_\_\_\_\_ (date)

MANAGEMENT:

Resident Manager: \_\_\_\_\_

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



Lease Addendum

Requirement of Renter's Insurance

1. Addendum. This addendum is entered into on the date below between the parties signed below. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

Resident(s): \_\_\_\_\_ Premises: \_\_\_\_\_ Unit: \_\_\_\_\_

2. Acknowledgement concerning insurance or damage waiver. You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions of those of any other occupant of the dwelling or any guest. You understand that by not maintaining a renter's or liability insurance policy, you may be liable to us and others for loss or damage caused by your actions of those of any occupant or guest in the dwelling. Your understand that paragraph 8 of the Lease Agreement requires you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's or liability insurance policy satisfying these requirements. Liability insurance does not protect you against loss or damage to your personal belongings - only a renter's insurance policy does this.

3. Election of insurance coverage or damage waiver. You agree to the following with respect to your renter's insurance ( Initial one):

[ ] You agree to purchase liability insurance through (www.ResidentShield.com). If you have questions regarding ResidentShield, call 1-800-566-1186 or visit www.ResidentShield.com; Leasing Office Employees are not licensed agents. Please note: the ResidentShield plan is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through ResidentShield.com.

[ ] You agree to purchase liability insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to name this management company as an 'interested party' whereby we will receive notices of your plan's pending cancelation or actual policy cancelation.

4. Subrogation allowed. You and we agree that subrogation is allowed by all parties and that this agreement supercedes the language contained in paragraph xx of the lease agreement.

Dated and effective as of: \_\_\_\_\_ (Date) Owner or Owner's Representative \_\_\_\_\_

Resident \_\_\_\_\_



LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of the lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
2. Resident, any member of the Resident's household, or a guest 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 near property Premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or, members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property Premises or otherwise.
5. Resident, any member of Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property Premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern. In no event shall the terms of this lease addendum limit any of the lessor's right or, remedies either under the lease or as provided by law.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner and Resident.

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date

\_\_\_\_\_  
 Owner/Owner's Agent Date



**RENTAL AGREEMENT/LEASE ADDENDUM  
LEAD BASE WARNING DISCLOSURE INFORMATION**

This Addendum is made a part of the Lease between

Resident: _____	Birth Date: _____

and Landlord: \_\_\_\_\_ dated \_\_\_\_\_ for the Premises known as  
Apt. \_\_\_\_\_, at \_\_\_\_\_

**Lead Warning Statement**

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

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

(a) Presence of lead-based paint or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

**Lessee's Acknowledgement (initial)**

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

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





MOLD ADDENDUM TO RESIDENTIAL LEASE

This addendum is made as part of the Lease and Rental Agreement dated \_\_\_\_\_ between

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

Landlord: \_\_\_\_\_ Unit # \_\_\_\_\_ Property Address: \_\_\_\_\_

Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

Mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit growth. Landlord has inspected the Premises and is not aware of any mold problems or currently existing conditions that may contribute to mold growth in the Premises. Resident agrees to maintain the Premises in a manner that prevents mold growth. Resident specifically agrees to:

KEEP THE PREMISES CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Premises free of dirt and debris that can contribute to mold growth
Use household cleaners on hard surfaces
Remove garbage regularly and remove moldy or rotting items promptly from the Premises (whether food, wet clothing, or other materials)
Wipe up visible moisture
If a dryer is installed in the Premises, ensure that the vent is properly connected and clear of any obstructions and clean the lint regularly
Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture
Regularly empty dehumidifier, if used

CONTROL MOISTURE IN THE PREMISES AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
Use exhaust fans when bathing/showering until moisture is removed from the bathroom
Hang shower curtains inside the bathtub when showering or securely close shower doors
Leave bathroom and shower doors open after use
Use air conditioning, heating and/or fans as necessary to keep air circulating throughout the Premises
Water all indoor plants outside
Close windows and doors (when appropriate) to prevent rain and other water from coming inside the Premises
Open windows when appropriate to increase air circulation

PERIODICALLY INSPECT THE UNIT FOR MOISTURE AND MOLD

The most reliable methods for identifying the presence of elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. Resident agrees to conduct an inspection of the Premises (both visually and by smell) for the presence of mold growth inside the Premises at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls, carpets, and ceiling
Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
Appliances (washers/dryers, dishwashers, refrigerators)
Around plumbing fixtures (toilets, bathtubs, showers, sinks, and piping)
Areas with limited air circulation such as closets, shelves, and cupboards





**PROPERTY MANAGEMENT ASSOCIATES  
SMOKE DETECTOR AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ between

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

Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Birth Date: \_\_\_\_\_

and Landlord: \_\_\_\_\_ dated \_\_\_\_\_ for the Premises known as  
Apt. \_\_\_\_\_, at \_\_\_\_\_.

In consideration of the mutual agreements between parties, Owner/Agent agrees to adhere the following terms and conditions:

1. **Resident is renting from the Owner/Agent the Premises located at:**  
Apt. \_\_\_\_\_, at \_\_\_\_\_.
2. **Addendum to Lease Agreement :** This agreement is part of the rental agreement and/or lease between Owner/Agent and Resident.
3. **Smoke Detector(s) Acknowledgement:** This Premises is equipped with a smoke detector device(s). The smoke detector(s) was tested and its operational ability demonstrated by management in the presence of the Resident at the time of initial occupancy and the detector(s) in the unit was/were working properly at the time.
4. **Smoke Detector(s) Operation :** Each Resident(s) shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly.
  - a. Resident(s) understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:
    - 1) ensure that the patter is in operating condition at all times;
    - 2) inform management to replace battery, as needed, (unless otherwise provided by the law); and
    - 3) if, after replacing the battery, the smoke detector(s) does/do not work, inform the Owner/Agent, immediately, in writing.
5. **Resident(s) Responsibilities :** Resident(s) must inform the Owner/Agent immediately, in writing, of any defect, malfunction, or failure of any detector(s) and further agree(s) to the following:
  - 1) check smoke detector(s)
  - 2) DO NOT REMOVE the batteries; if they need replacing, complete a work order
  - 3) DO NOT REMOVE wiring of smoke detector(s)
  - 4) Resident and Owner/Agent agree that smoke detector(s) will be operable at all times
  - 5) Resident understands that failure to comply with the operation of the smoke detector(s) that they risk personal liability and will not hold Owner/Agent responsible for their negligence
6. **Smoke Detector(s) Inspection :** Smoke detector(s) will be checked and serviced twice a year. If the smoke detector(s) is/are missing batteries, a service charge may be assessed and a non-compliance notice will be issued. Excessive non-compliance notice will be a violation of the lease agreement and Owner/Agent may take legal action.
7. **Owner/Agent Liability:** The Resident(s) understand and agrees that \_\_\_\_\_  
Is not liable for damages or personal injury(ies) should the smoke detector(s) fail operation, which was caused by the Resident(s).

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

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

\_\_\_\_\_  
Landlord/Authorized Agent Date

**ADDENDUM  
TRANSFER AGREEMENT**

I/we

Resident: _____	Resident: _____

Hereby acknowledge that I/we were advised of a \_\_\_\_\_ nonrefundable fee against our security deposit, for the transfer of lease to another individual(s) after the individual he/she has been approved by the Landlord, when and if applicable.

Resident: _____ (Signature)	Date: _____

**ADDING OR DELETING TENANTS TO THE LEASE**

I/we

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

Agree to pay a \_\_\_\_\_ per person for deletion or addition of a new roommate to our existing Lease, when and if applicable and approved by Landlord. This fee is payable in advance of such change in a form of money order or cashier's check only!

Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

# Proposition 65 Fact Sheet for Tenants

Office of Environmental Health Hazard Assessment  
California Environmental Protection Agency

This fact sheet was prepared by the Office of Environmental Health Hazard Assessment (OEHHA), which administers the Proposition 65 program. It provides information to tenants whose apartment managers and owners have posted or distributed Proposition 65 warnings.

## What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer, birth defects, or other reproductive harm. The list has grown to include over 750 chemicals since it was first published in 1987.

## What chemicals are on the Proposition 65 list?

The Proposition 65 list contains two types of chemicals: *carcinogens*, which can cause cancer, and *reproductive toxicants*, which cause birth defects or other reproductive harm, such as sterility or miscarriages. Some chemicals may be additives or ingredients in pesticides, common household products, food, or drugs. Others may be industrial chemicals, dyes, or solvents used in dry cleaning, manufacturing, and construction. Still others may be byproducts of chemical processes; for example, motor vehicle exhaust.

## What does a Proposition 65 warning mean?

Under Proposition 65, businesses are required to give a "clear and reasonable" warning before knowingly exposing anyone to a listed chemical above a specified level. This warning can be included on the label of a consumer product or published in a newspaper. An equally common practice is for businesses to provide a warning at the workplace or in a public area affected by the chemical.

In recent months, many apartment owners and managers have posted or distributed warnings to notify tenants that they may be exposed to one or more chemicals on the Proposition 65 list. For example, a warning may be given because tenants are exposed to chemicals in pesticides applied to landscaping or structures or chemicals in housing construction materials, such as lead in paint or asbestos in ceiling coatings.

A growing trend among rental property owners and other businesses is to provide warnings for chemicals on the list, such as tobacco smoke or motor vehicle exhaust, which are regularly released into the environment in or near rental housing. In some cases, however, owners and managers are providing warnings to avoid potential violations and lawsuits, even though exposure to chemicals on the Proposition 65 list has not been verified. You should discuss the warning with the owner or manager to learn why it was provided so that

## PROPERTY MANAGEMENT ASSOCIATES

For a chemical that is listed as a carcinogen, the "no significant risk" level is defined as the level which is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70 year lifetime. In other words, if you are exposed to a chemical in question at this level every day for 70 years, theoretically it will increase your chances of getting cancer by no more than 1 case in 100,000 individuals so exposed.

For chemicals that are on the list as reproductive toxicants, the no significant risk level is defined as the level of exposure which, even if multiplied by 1,000, will not produce birth defects or other reproductive harm. That is, the level of exposure is below the "no observable effect level (NOEL)," divided by 1,000. (The "no observable effect level" is the highest dose level which has not been associated with observable reproductive harm in humans or test animals.)

When a warning is given by a business, it means one of two things:

- 1) the business has evaluated the exposure and has concluded that it exceeds the no significant risk level; or
- 2) the business has chosen to provide the warning simply based on its knowledge about the presence of a listed chemical, without attempting to evaluate the exposure. In these cases, exposure could be below the Proposition 65 level of concern, or could even be zero.

Since businesses do not file reports with the State regarding what warnings they have issued and why, the State is not able to provide further information about any particular warning which you may have received. The business issuing the warning is the appropriate party to contact if you seek more specific information about the warning, such as what chemicals are involved in what manner these chemicals are present, and how exposures to those chemicals may or may not occur.

### What has been accomplished as a result of Proposition 65?

Proposition 65 has provided an effective mechanism for reducing certain exposures that may not have been adequately controlled under existing federal or State laws. For example, a Proposition 65 enforcement action has resulted in the reduction of the amount of lead in ceramic tableware. Air emissions of certain chemicals - including ethylene oxide, hexavalent chromium, and chloroform - from facilities in California have been significantly reduced as a result of Proposition 65.

Certain chemicals on the list are no longer used as constituents of some commonly used products - for example, trichloroethylene is no longer used in most correction fluids, toluene has been removed from many nail care products, and foil caps on wine bottles no longer contain lead.

Proposition 65 has resulted in the extensive dissemination of important information regarding the dangers to the unborn child of drinking alcoholic beverages during pregnancy. The warnings about alcoholic beverage consumption during pregnancy are perhaps the most widespread and visible type of warning issued as a result of Proposition 65.

### For Further Information

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

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

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

\_\_\_\_\_  
Landlord/Authorized Agent Date

You and your family can make informed decisions about exposure to any of these chemicals and your health.

### Is my family's health at risk from exposure to these chemicals?

Warnings must be provided for chemicals listed under Proposition 65 if exposure to them may present a significant risk of cancer or reproductive harm. For *carcinogens*, the chemical must be present at or above a level that could cause one additional case of cancer in a population of 100,000 people exposed to the chemical over a lifetime. For *reproductive toxicants*, the chemical must be present at or above 1/1000<sup>th</sup> of the level at which the chemical is determined to have no negative health risks (the "no-observable-effect level").

Proposition 65 generally does not prohibit a business from exposing people to listed chemicals nor does exposure to these chemicals necessarily create an immediate health risk. Also, as stated above, a warning may have been provided in some cases even though the level at which the chemical is present is actually too low to pose a significant health risk. It is important to find out why you have received the warning so that you can discover which chemicals you are exposed to, and at what levels, to determine how best to protect your family's health.

### Where can I get more information?

Speak with the housing owner or manager directly to learn why you received a Proposition 65 warning. Property owners and managers are not required to notify OEHHA when they provide tenants with a warning. However, to obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65>. Following is a list of contacts for more information on Proposition 65 as well as chemicals that may be found in your home.

Type of Information	Contact
Proposition 65: Enforcement	California Attorney General (510) 622-2160, <a href="mailto:prop65@doj.ca.gov">prop65@doj.ca.gov</a>
Toxics Directory: Agency list	OEHHA (510) 622-3170 <a href="http://www.oehha.ca.gov/public_info/TDHOMSC1a.html">http://www.oehha.ca.gov/public_info/TDHOMSC1a.html</a>
Asbestos Indoor air quality	Indoor Exposure Assessment Unit, Air Resources Board (916) 445-0753, <a href="http://www.arb.ca.gov/html/flslist.htm">http://www.arb.ca.gov/html/flslist.htm</a>
Lead	o Lead Coordinator in your county government office o Childhood Lead Poisoning Prevention Program (510) 622-5000, <a href="http://www.dhs.ca.gov/childlead/">http://www.dhs.ca.gov/childlead/</a>
Tenant issues	o Department of Consumer Affairs (800) 952-5210, <a href="http://dca.ca.gov">http://dca.ca.gov</a> o Department of Housing and Community Development (916) 445-4782 or <a href="http://www.hcd.ca.gov">http://www.hcd.ca.gov</a>
Basis for Warning Signs	o California Apartment Association (916) 447-7881, (800) 967-4222 or <a href="http://www.prop65apt.org">http://www.prop65apt.org</a>

**PROPERTY MANAGEMENT ASSOCIATES**  
**PROPOSITION 65 WARNING AND Q & A**  
**ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT**

**WARNING:**

This Property Contains Chemicals Known To The State of California  
To Cause Cancer and Birth Defects or Other Reproductive Harm.

Office of Environmental Health Hazard Assessment  
Proposition 65 in Plain Language

**What is Proposition 65?**

In November 1986, California voters overwhelmingly approved an initiative to address growing concerns about exposures to toxic chemicals. That initiative became the Save Drinking Water and Toxic Enforcement Act of 1986, better known by its original name.

**What does Proposition 65 Require?**

Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm. Agents that cause cancer are called carcinogens; those that cause birth defects or other reproductive harm are called reproductive toxicants. This list must be updated at least once a year. Over 700 chemicals have been listed as of March 10, 2000.

Proposition 65 imposes certain controls that apply to chemicals that appear on this list. These controls are designed to protect California's drinking water sources from contamination by these chemicals, to allow California consumers to make informed choices about the products they purchase, and to enable residents or workers to take whatever action they deem appropriate to protect themselves from exposures to these harmful chemicals.

Thus, Proposition 65 also provides a market-based incentive for manufacturers to remove listed chemicals from their products.

The benefits of the Proposition have their costs. Businesses have incurred expenses to test products, develop alternatives, reduce discharges, provide warnings and otherwise comply with the requirements of the Proposition. Recognizing that compliance with the Proposition comes at a price, Cal/EPA and the Office of Environmental Health Hazard Assessment (OEHHA) (the lead agency for Proposition 65 implementation) have worked hard to minimize any unnecessary regulatory burdens and ensure that placement of a chemical on the list is done in accordance with rigorous science in an open public process.

**What kinds of chemicals are on the list?**

The list contains a wide range of chemicals, including dyes, solvents, pesticides, drugs, food additives, and byproducts of certain processes. These chemicals may be naturally occurring, or synthetic. Some of them are ingredients of common household products, others are specialty chemicals used in very specific industrial applications.

**How does a chemical get listed?**

The State of California relies upon information that already exists in the scientific literature when determining the threat of a chemical. A chemical is listed if the "state's qualified experts" - two independent committees of scientists and health professionals appointed by the Governor - find that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm.

In addition, a chemical can be listed if it has been classified as a carcinogen or as a reproductive toxicant by an organization that has been designated as "authoritative" for purposes of Proposition 65. For carcinogens, the organizations that have been designated as authoritative by OEHHA Science Advisory Board's Carcinogen Identification Committee are the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health, the National Toxicology Program and the International Agency for Research on Cancer. The OEHHA Science Advisory Board's Developmental and Reproductive Toxicant Identification Committee have designated the following organizations as "authoritative bodies" for reproductive toxicants: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health and International Agency for Research on Cancer (limited only to transplacental carcinogenicity). A chemical can also be listed if it is required to be labeled or identified as a carcinogen or as a reproductive toxicant by an agency of the state or federal government.

**What Are the Responsibilities of Companies Doing Business in California?**

Any company with ten or more employees that operates within the State or sells products in California must comply with the requirements of Proposition 65. Under Proposition 65, businesses are:

- 1) prohibited from knowingly discharging listed chemicals into sources of drinking water; and
- 2) required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, by posting signs at the workplace, or by publishing notices in a newspaper.

**What Does a Warning Mean?**

If you are given a warning or if a warning is posted in a workplace, a facility or an area in your community, this means that the business issuing the warning knows that one or more listed chemicals is present in its product, in its workplace, or in its emissions into the environment. Under the law, a warning must be given unless a business demonstrates that the exposure it causes poses no significant risk.



**PROPERTY MANAGEMENT ASSOCIATES**

**APARTMENT CONDITION REPORT**

COMPLEX _____		APT. _____	NO. OF BEDROOMS _____	<b>MOVE-IN</b>	
RESIDENT _____		DATE INSPECTED _____	DATE READY FOR MOVE-IN _____	DATE OCCUPIED _____	
Slove Serial # _____	KEY Missing _____ M	_____ _____ _____			
Frig Serial # _____	Scratched _____ S				
Dishwasher Serial # _____	Broken _____ B				
	Stained _____ ST				
	Damaged _____ D				

KITCHEN					LIVING ROOM				
CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments	CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments
Floors & Moldings					Door / Weather Strip				
Walls & Ceilings					Single Cylinder Deadbolt & Lock				
Windows / Track					Keys				
Screens					Carpet				
Garbage Disposal					Blinds				
Sinks / Plumbing					Walls & Ceiling				
Microwave					Windows / Tracks				
Counter Top					Screens				
Cabinets					Heater / Furnace				
Drawers / Guides					Air Conditioner				
Range hood					Light Fixtures				
Slove					Closets & Doors				
Frig. (Gasket/Shelves/trays)					Cabinets				
Closets & Doors					Electrical Switches				
Light Fixtures					Electrical Plugs				
Electrical Switches/Plugs					Patio / Balcony				
Dishwasher					Water Heater				
Washer/Dryer					Smoke Alarm				

BEDROOM #1					BEDROOM #2				
CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments	CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments
Door & Knobs									
Carpet									
Blinds									
Walls & Ceiling									
Windows / Tracks / Locks									
Security Bars (Quick Release)									
Screens									
Closet & Doors									
Light Fixtures									
Electrical Switches/Plugs									
Carbon Monoxide Detector									
Patio / Balcony									
Smoke Alarm									

BEDROOM #3					BEDROOM #4				
CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments	CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments
Door & Knobs									
Carpet									
Blinds									
Walls & Ceiling									
Windows / Tracks / Locks									
Security Bars (Quick Release)									
Screens									
Closet & Doors									
Light Fixtures									
Electrical Switches									
Electrical Plugs									
Patio / Balcony									
Smoke Alarm									

BATH #1					BATH #2				
CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments	CONDITION	New	No Repairs Needed	REPAIRS NEEDED	Comments
Door & Knobs									
Floor / Sub-floor									
Walls & Ceiling									
Screens									
Sink / Faucet / Pop-up									
Commode									
Tub & Shower (Valve Diverter)									
Enclosure									
Heater									
Towel Bar(s) / Paper holder									
Medicine Cabinet									
Counter Top									
Cabinet / Baseboard									
Exhaust Fan									
GFI									
Light Fixtures									
Electrical Switches									
Electrical Plugs									

**UNIT INSPECTION: THIS UNIT IS SUITABLE FOR OCCUPANCY. Initial \_\_\_\_\_**

I have inspected the apartment and found it to be in good condition, excepting the items noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

This inspection report represents the condition of the unit. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

Resident's Signature \_\_\_\_\_

Resident's Signature \_\_\_\_\_

Manager's Signature \_\_\_\_\_



**EQUAL HOUSING OPPORTUNITY**



**PROPERTY MANAGEMENT ASSOCIATES**

**APARTMENT CONDITION REPORT**

COMPLEX _____		APT. _____	NO. OF BEDROOMS _____	<b>MOVE-OUT</b>	
RESIDENT _____		DATE INSPECTED _____	DATE READY FOR MOVE-IN _____	DATE OCCUPIED _____	
Stove Serial # _____	<b>KEY</b> Missing _____ M Scratched _____ S Broken _____ B Stained _____ ST Damaged _____ D	_____			
Frig Serial # _____		_____			
Dishwasher Serial # _____		_____			

KITCHEN				LIVING ROOM			
CONDITION	Normal Wear	Resident Caused Damage	Comments	CONDITION	Normal Wear	Resident Caused Damage	Comments
Floors & Moldings				Door / Weather Strip			
Walls & Ceilings				Single Cylinder Deadbolt & Lock			
Windows / Track				Keys			
Screens				Carpat			
Garbage Disposal				Blinds			
Sinks / Plumbing				Walls & Ceiling			
Microwave				Windows / Tracks			
Counter Top				Screens			
Cabinets				Heater / Furnace			
Drawers / Guides				Air Conditioner			
Range hood				Light Fixtures			
Stove				Closets & Doors			
Frig. (Gasket/Shelves/trays)				Cabinets			
Closets & Doors				Electrical Switches			
Light Fixtures				Electrical Plugs			
Electrical Switches/Plugs				Patio / Balcony			
Dishwasher				Water Heater			
Washer/Dryer				Smoke Alarm			

BEDROOM #1				BEDROOM #2			
CONDITION	Normal Wear	Resident Caused Damage	Comments	CONDITION	Normal Wear	Resident Caused Damage	Comments
Door & Knobs							
Carpet							
Blinds							
Walls & Ceiling							
Windows / Tracks / Locks							
Security Bars (Quick Release)							
Screens							
Closet & Doors							
Light Fixtures							
Electrical Switches/Plugs							
Carbon Monoxide Detector							
Patio / Balcony							
Smoke Alarm							

BEDROOM #3				BEDROOM #4			
CONDITION	Normal Wear	Resident Caused Damage	Comments	CONDITION	Normal Wear	Resident Caused Damage	Comments
Door & Knobs							
Carpet							
Blinds							
Walls & Ceiling							
Windows / Tracks / Locks							
Security Bars (Quick Release)							
Screens							
Closet & Doors							
Light Fixtures							
Electrical Switches							
Electrical Plugs							
Patio / Balcony							
Smoke Alarm							

BATH #1				BATH #2			
CONDITION	Normal Wear	Resident Caused Damage	Comments	CONDITION	Normal Wear	Resident Caused Damage	Comments
Door & Knobs							
Floor / Sub-floor							
Walls & Ceiling							
Screens							
Sink / Faucet / Pop-up							
Commode							
Tub & Shower (Valve Diverter)							
Enclosure							
Heater							
Towel Bar(s) / Paper holder							
Medicine Cabinet							
Counter Top							
Cabinet / Baseboard							
Exhaust Fan							
GFI							
Light Fixtures							
Electrical Switches							
Electrical Plugs							

- Resident present at move-out inspection
- Resident not present at move-out inspection

Special Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resident's Signature \_\_\_\_\_

Resident's Signature \_\_\_\_\_

Manager's Signature \_\_\_\_\_



**EQUAL HOUSING**  
 O P A R S M R I C H B O N E T O T O



# Bed Bug Addendum

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

**1. Purpose:** This Addendum modifies the Lease Contract and address situations related to bed bugs which may be discovered infesting the dwelling or personal property in the dwelling. You understand that relied on your representations to us in this Addendum.

**2. Inspection:** You agree that you:

X. \_\_\_\_\_ will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.

**3. Infestations:** Prior to move in, we did not observe any evidence of bed bugs or bed bug infestation in the dwelling or building in which the dwelling is located. You agree that you have read the information in this addendum about bed bugs and:

X. \_\_\_\_\_, you are not aware of any infestation or presence of bed bugs in your current or previous apartment home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property, or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence; OR you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here: \_\_\_\_\_

**4. Access for inspection and pest treatment:** You must allow us and pest control agent's access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

**5. Notification:** You must promptly notify us:

- Of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs or by any condition or pest you believe is in the dwelling.
- If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or on any confirmation of bed bug presence by a licensed pest control professional of other authoritative source.

**6. Cooperation:** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or

agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**7. Responsibilities:** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence of infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestation in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under Lease Contract.

**8. Transfers:** If we allow you to transfer to another dwelling within the communities because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction. Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals- their sole food source- the bugs assume a distinctly blood-red hue until digestion is complete.

- **Bed bugs don't discriminate:** Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods. Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social economic bounds; claims to the contrary are false.
- **Bed bugs don't transmit disease:** There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

**9. Identifying bed bugs:** Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hanging and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in the walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused

by bed bugs often-times appear in succession and exposed areas of skin, such as the faces, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**10. Preventing bed bug encounters when traveling:** Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to the increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**11. Bed bug do's and don'ts:**

- **DO NOT bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **DO address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **DO NOT attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **DO comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

**You are legally bound by this document. Please read it carefully.**

Resident or Residents  
(All residents must sign)

Owner or Owner's Representative  
(Signs below)

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Date of Signing Addendum

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