

2012

RESIDENTIAL LEASE AGREEMENT**WE REQUEST THAT YOU TO READ THE ENTIRE CONTACT BEFORE YOU SIGN ANY OF THE PAGES.**

MOVE IN CHARGES	AMTS DUE	PAYMENTS	BAL. DUE	(
Rent from _____ -to _____ = _____				
Deposits _____				
Pet Deposit _____				
Totals _____				

Tenants may at anytime to request a copy of the lease. WE will leave a copy for you up front, but will not mail a copy unless requested. Rent is to be paid in (1) check, additional checks will be charged \$5/per check. WE DO NOT ACCEPT POST DATED CHECKS. All checks will be deposited the day they are received, regardless of the date written on it. NO EXCEPTIONS. Tenants will be held responsible for any fees (see below) if check bounce.

The named tenants _____

_____ agree to rent from the Owner, the premises situated in the City of CHICO, County of BUTTE, State of CALIFORNIA, DESCRIBED AS: _____

_____, upon the following **terms and conditions:**

1. TERM: The term of this lease will start on _____, or
(AN APPROXIMATE DATE OF) _____. *The approximate date is quoted for units that are currently occupied. These units will need to be cleaned and repaired prior to new tenants moving in. Since we do not know how long that will take, we have quote an approximate date. Make sure that you confirm this date with the Management Company. 5-7 days before this date, and schedule a time for your move in. DO NOT SCHEDULE MOVING ARRANGEMENTS UNTIL WE HAVE CONFIREMD A MOVE IN DATE AND TIME. Tenants will not be held responsible if it is available sooner than this, unless by mutual agreement. However tenants will be responsible for rent as of this date if it is available for move in. It is the tenants responsibility to schedule that move in with our office. There is a 15day grace period, if home is not available before agreement can be terminated). This lease is for a 1 year period, from move in date, unless otherwise noted, and will continue in a lease thru _____. If this lease is signed prior to start date, tenants will still be held responsible for honoring lease. Should the tenants be unable to honor this lease, they will be held responsible for rent until another party is found to take the lease over.*

2. RENT: Rent will be \$ _____, per month, payable in advance, upon the 1ST day of each calendar month to Owner or his or her authorized agent, at the following address: **546 Hickory AVE, CHICO, CA 95928**, or at such other places as may be designated by Owner from time to time. Rent should be paid with a single check or money order. Failure to provide us with a single check or money order will result in a \$5 fee. Cash will not be accepted. Security deposit paid at the time of move in will remain in the owners account until possession is given back to Owner/Mgmt. In the event rent is not paid **within 5 days** after due date, Tenant agrees that it would be impractical or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a **late charge: Rent is due by 5:00 p.m on the 5th. in our office NO EXCEPTIONS** Rents paid 6th-9th \$40 late fee, Rents paid 10th - 19th \$50 late fee, Rents paid. 20st -30th \$60 late fee

\$40 NSF FEE + applicable late fee. Stop payment fees are \$40 per check+ applicable late fee.

Remember when a check bounces, if it comes back after the 5th, you are charged the NSF fee + the appropriate late fee.

Please understand that rent is due on the 1st of the month. If the 1st falls on a weekend or Holiday, you have a 5 day grace period to pay. We have a night drop slot on the left door. If you pay on the 5th we are closed, drop checks only, thru our slot. If rent comes in for any reason after 5:00 p.m, 5th a late fee will be charged. Payments without an address ON THE CHECK, are charged a \$30.00 fee.

All payments made will be posted to the most past due balance. Any rent still outstanding will then be charged a late fee if left unpaid. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less. UNPAID LATE FEES AND NSF FEES WILL BE TAKEN OUT OF ANY CURRENT MONIES TURNED IN, PRIOR TO THE MONIES BEING POSTED TO RENT.

3. MULTIPLE OCCUPANCY: It is expressly understood this Agreement is between Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement. Additional tenants wishing to live in a unit are required to be approved by CSREM and sign lease. Payments made from people other than the tenants, does not constitute tenancy.

4. UTILITIES: Tenant will be responsible for payment of all utilities and services, except: _____, which is paid by Owner. If any utilities are left in the owner's name after move in date, payment will be the responsibility of the tenants. If left unpaid SPM will pay out of rent, causing a shortage in rent. If utilities are left in our name, and we have to bill you to collect the amount due, a \$30 processing fee will be added on.

SIGNATURES

Landscape: If you rent a home from Sierra Property Management and the property Landscape is yours to maintain, it is

your responsibility to make sure that you have the property mowed, leaves raked, weeded and watered at all times. If you are unsure if it is your responsibility, please contact our office, or look on you lease agreement under utilities paid. If the unit does not have a sprinkler system you must use a hose and sprinkler.

If the property is not being kept up (Grass 6" or taller, garbage ect..), you will be given 1 warning notice. After that you will be notified in writing that a landscaping company will be maintaining the property on a weekly basis. This will happen without prior notice, so please make sure that it is always maintained. If a landscape company is hired your rent will increase accordingly. (Single family homes average \$70 -\$150/per month). Again, your monthly rent will automatically be increased by this amount, even if you are on a current lease

5. USE: The premises will be used exclusively as a residence for no more than THE ABOVE NAMED TENANTS. Guests staying more than a total of 3 days in a calendar year without written consent of Owner will constitute a violation of this Agreement.

6. ANIMALS: No animals will be brought on the premises without the prior consent of the Owner; except _____. If you are allowed by Sierra Property to have an animal, you must abide by the pet policy. Guest are not to bring animals on to the property.

If you are allowed to have an animal you must abide by the following pet agreement:

Without owners written consent, no pets shall be allowed in or about said premises.

Tenant desires to keep only the above noted animal.

Resident agrees to follow all health and Safety Codes.

Resident agrees that the animal is house broken, and will not cause damage or annoyance.

Resident agrees to not allow the animal outside the property unless restrained by a leash.

Resident shall be responsible for prevention of fleas or other related infestations, and will be responsible for the cost to eradicate.

Resident will be responsible for all damage cause by the pet, inside or out, and shall hold the landlord harmless for any damages in connection with that animal.

Resident will be responsible for restraining animal in an unfenced yard.

Tenants will not allow animal on property that has ever had any type of violation against that animal, including but not limited to biting, noise problem, infections or others.

Resident is aware that the following list of dogs are not accepted on the premises, due to Insurance limitations. Resident agrees that approved dog is not one of the following breeds or a mix of any of the following breeds. Brining this type of animal to the property could result in an immediate eviction.

Pit bull (Stafford shire terrier), or any mix thereof.

Rotweiller f. Akita

Doberman g. Presa Canario

Chow h. Wolf Hybrids

Boxer

Tenants will notify our office in writing if there have been any problems in the past with their animal and attacks on other animals and/or people, if so, these animals are not approved.

Tenants will pay to have unit sprayed if there are any signs of fleas.

Please note if you are ok'd to have an animal and the property is not fenced with a minimum 5 foot fence, it is the tenants responsibility to either chain their animal at all times, or set up a separate kennel so the animal is unable to get outside the yard, no exceptions. Tenants who sneak in an animal without permission will be responsible for the cost of having carpet tested for urine.

Resident agrees to follow all health and Safety Codes.

Owner reserves the right to revoke permission to keep said animal on the premises by giving a 30 day notice.

7.RULES: Tenants renting a single home/residing in multiple unit agree to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.

Tenants are absolutely, without any exception, not to go on the roof of a structure for any reason. Furniture is prohibited on the roof.

Tenants are not to allow guests on the roof of a structure, and are responsible for any guests that do. ***This is a non smoking building, AND ABSOLUTELY NO MODIFICATION OR CHANGES TO THIS PROPERTY ARE TO BE MADE WITHOUT OUR PERMISSION IN WRITING. If you are in a lease, if you break the house rules and violate that lease, you will be asked to leave. You will be held responsible for rent until the unit re rents. HOUSE RULES ITEM #27.***

8. ORDINANCES AND STATUTES: Tenant will comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or may later be in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights. Parking in assigned spots only, no parking on landscaped areas, whether dirt or grass, cars are only to park on street or in driveway, no exceptions.

SIGNATURES _____

9. ASSIGNMENT AND SUBLETTING: Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of Owner. Acceptance of rent from any person by Sierra Property Management does not in any way authorize them to live in a unit

without being on lease. All forms of lease changes will be made in writing, no exceptions.

ROOMMATE CHANGES If you are interested in taking over a lease of a current tenant, please make sure that you are aware of the following: When you sign onto a lease **you will be held responsible for any past due rent owing on the unit** (make sure you request a total of any and all past due amount, this can be put in writing), and any past damage done to the unit, **and make your co-signers aware of this as well.** **WE ARE NOT INTERESTED IN EXPLAINING TO YOUR COSIGNER WHY YOU HAVE TAKEN OVER A LEASE, WITHOUT GIVING THEM ALL THE TERMS OF THE TAKEOVER. THAT IS YOUR JOB..** Copies of all forms may be obtained, but must be requested. If you are unwilling to take on this responsibility you are not to sign this lease. Signing of this lease constitutes the tenants understanding and agreeing to these terms. Tenants signing on a lease may request a current ledger sheet at any time, which will show past due amounts. If you are having someone take over your lease. Please make sure that you are aware that, no lease take over will be final until the following happens:

#1. New tenants are approved by our office

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

\$20 Application fees (per applicant) will be charged to process any application for lease takeovers. They will not be processed without fee being paid. (INCLUDES 1 CREDIT REPORT, ADDITIONAL REPORTS \$15.00)

\$100 processing fee. Once applicants have been approved there is a \$100 processing fee that must be paid prior to any lease paperwork being changed. Balance on account must be ZERO before we do this.

Deposit will not be refunded by our office until unit is completely vacated.

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

Please remember that when you vacate a current lease, you will not receive a deposit back from Chico Sierra REM unless you have given us (csrem) possession of a vacant unit. If you move and people are still residing in the unit, it will be your responsibility to get your deposit from those tenants, or the new roommate coming in, otherwise your deposit will become the possession of the current tenants, and you will forfeit your right to get any refund back. If that has not happened you will need to contact our office within 21 days of vacating the unit, so that we may deal with the situation. However, eviction may be our only recourse at that time.

It is the tenant's responsibility to show their unit, if they are trying to get out of their lease. It is also the responsibility of the tenants to advertise the unit if they choose to do so. If Chico Sierra REM is forced to advertise and show units, these costs will be passed on to the tenants. \$25 per showing, + out of pocket cost for advertising.

Mgmt cannot be responsible/ or liable for roommate disputes. This is a joint and several lease.

10. MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, smoke detector/carbon monoxide batteries, light bulbs, plumbing, heating and air conditioning filters, to name a few and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. All units are to have working smoke detectors and light bulbs at move-out. Tenant will be responsible for damages caused by his/her negligence and that of his/her family, invites, and guests. Tenants can phone in work orders, fax in work orders, or stop into our office, and are always welcome to have a copy of the work order. ((It is best to request a copy for proof that it was called in)) All units will have carpets professionally cleaned and will be responsible for having the carpets professionally cleaned when they move out. A receipt from a professional cleaner is required. You will be given a list of vendors and their cost of repair prior to moving out of your unit. If you leave items to be repaired/cleaned at your move-out those will be the vendors used.

If your home is broken into, and you have installed locking door handles on bedroom doors (any interior doors) if those doors, jams, handles, are broken you (tenants) will be responsible for the cost of that repair.

If you do not receive a response from your work order within 24-48 hours, less if it is an emergency, it is your responsibility to come to our office and put the work order in writing. When this is done, you need to keep a copy for your records on the date that the work order was turned in. This is a requirement. If you have a leak, or something similar in your unit that is not called in and does damage to the building you can be held responsible for any and all damage.

11. INVENTORY: Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with the Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. **Washer and Dryers are left for the convenience of the tenants. If they break, Owners reserve the right not to repair and/or replace the machine. Units come with hookups. Removal of these machines will not affect the amount of rent due.**

SIGNATURES

12. DAMAGES TO PREMISES: If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security

deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises. The Owner is not responsible for damage caused by flood. **No locking door handles** are to be put on any interior doors. If tenants put locking door handles on any interior doors, they will be held responsible for any damage to the door, door jam, door knob, ect.. caused by a vandal breaking into the unit. **IF A UNIT IS BROKEN INTO, AND THE BUILDING IS DAMAGED, YOU MUST FILE A POLICE REPORT WITH CHICO PD WITHIN 24 HOURS. A COPY OF THIS REPORT MUST BE GIVEN TO OUR OFFICE. IF YOU HAVE NOT FILED A BREAK IN REPORT WITH CHICO PD, WE WILL ASSUME THAT YOU HAVE DONE THE DAMAGE AND IT WILL BE YOUR RESPONSIBILITY TO PAY FOR ALL DAMAGES.**

13. ENTRY AND INSPECTION: Owner will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, MONDAY - SATURDAY 7:00 A.M. TO 7:00 P.M. and with at least 24 hours prior notice to Tenant. If tenants refuse to let us in after a notice is served, a 24 hour notice to comply will be served, and an eviction may follow if we are not able to get in. If we are refused entry, and damage is being caused, tenants may be responsible for cost of repair.

14. INDEMNIFICATION: Owner/ management company will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his/her agents, or EMPLOYEES. Tenant agrees to hold owner and management company harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of owner, his/her agents or employees. **It is understood that the owner's insurance does not cover tenant's personal property or improvements, regardless of how it is damaged. Tenant must obtain renters insurance, car insurance, ect..**

15..PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damages caused, nor will this agreement be void or void able, but tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within 10 days of the commencement of the term in Item 1.

16. DEFAULT: If Tenant fails to pay rent when due, or perform and provision of this Agreement, after not less than THREE (3) DAYS WRITTEN NOTICE of such default given in the manner required by law, the Owner at his/her option, may terminate all rights of the Tenants, unless Tenants, within said time, cures such default. If tenant abandons or vacates such property, while in default of payment of rent, owner may consider any prop. left on such premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due and payable, to the maximum extent allowed by law.

In the event of a default by the Tenants, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the tenants will not be reasonably withheld: or (b) at any time, terminate all of the tenants rights and recover from the tenants all damages he/she may incur by reason of breach of the lease, including but not limited to the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if sit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the terms exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

7. SECURITY: The security deposit will secure the performance of Tenants obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenants obligations. Security deposit will refunded back when **possession of a vacant unit is turned back over to Sierra Property Mgmt.** If a deposit is given and a tenant does not move in, the deposit will be put towards rent until unit is re-rented. Owner and Mgmt has made no representation to the safety of the neighborhood, and are aware that the management and the owner are unable to guarantee the safety of the tenants against criminal wrong doing acts of a 3rd party.

Any balance remaining upon termination will be returned to Tenant. **Tenant do not have the right to apply the**

SIGNATURES _____

security deposit in payment of last months rent. Security deposits are held by the Owners of all said properties, not by Chico Sierra REM. Please be aware that security deposits **are only refunded back on properties where complete possession of the unit is given back to Chico Sierra REM.** If you vacate the property and leave without signing a roommate change form/or a new lease, you deposit will revert to the tenants on the current lease. To stop this from happening you must sign a roommate change form (BEFORE) you leave. If you have someone take over your lease, or if a roommate decides to renew the lease, it is your responsibility to obtain your security deposit from them. If no forwarding address is

given to us at move out, all documents will be sent to current address for the post office to forward to new address. If the tenants have not put in a forwarding, or do not receive the move out paperwork, they will be responsible to pay a \$40 Stop payment fee/per check. Tenants will be held responsible for having the carpets professionally cleaned at move out. A receipt must be provided. Prior to move out, tenants will be given a sheet of our vendors and amounts that they charge. If you move out with repairs needed, DO NOT ask us to refund those amounts. You have plenty of time to do the repairs yourself or hire your own repair person.

18. DEPOSIT REFUNDS: The balance of all security deposits will be refunded within 3 weeks (or otherwise stated by law), from the date that possession is delivered (possession delivered is considered when ALL keys are returned and tenant no longer have access to the property).

PLEASE NOTE THAT IF YOU ARE IN A LEASE, AND YOU TURN POSSESSION BACK OVER TO SIERRA PROPERTY MANAGEMENT, YOUR DEPOSIT WILL BE HELD IN FULL FOR ANY CURRENT AND OR FUTURE UNPAID RENT. YOU WILL BE SENT A NOTICE INFORMING YOU OF THIS WITHIN 21 DAYS. ONCE THE UNIT IS RE RENTED YOU WILL RECEIVE AN ITEMIZED STATEMENT OF ALL DAMAGES INCLUDING UNPAID RENT, WHICH WILL BE DUE AND PAYABLE IN 15 DAYS. All keys must be returned for possession to be given back to us. If not returned we will rekey and consider possession the day that it is rekeyed. If lease has already terminated, unit will immediately be rekeyed. All deposits will be mailed to the address given at move out, or if no address is given they will be mailed to the last known address (the property that we rented to them).

19. WAIVER: failure of owner to enforce such provisions of this agreement will not be deemed a waiver. The acceptance of rent by the owner will not waive his/her rights to enforce any provisions of this agreement.

20. NOTICES: unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to tenants at the premises or to the Owner at the address show in the signature block or noted on the Lease Agreement. Notice will be deemed effective 5 days after mailing, or personal delivery, or when receipt is acknowledged in writing.

21. HOLD OVER: Any holdover after expiration of agreement, with the consent on the Owner, will be on a month to month basis at the same rental rate as noted in Lease Agreement, payable in advance and subject to terms of this rental agreement until either party terminates the same by giving the other a written 30 day notice.

22. TIME: Time is of the essence in this agreement.

23. ATTORNEY FEES: In any action or proceedings involving a dispute between Owner and Tenant arising out of this agreement, the prevailing party will be entitled to reasonable attorney fees.

24. FAIR HOUSING: Owner and Tenant understand that the state and federal housing laws prohibit the discrimination in the sale, rental, appraisal, financing, or advertising of house on the basis or race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

25 VANDALISM If your building is vandalized (doors kicked in, windows broken grafetti,ect..) tenants must prove that it was not done by a tenant or a acquaintance of the tenants. When Vandalism is noticed, Police must be called IMMEDIATELY, before calling our office. Once the Police have been notified and a report made, call our office or emergency number and report the problem along with the Police Rpt#.

Filing a report after the fact will not help.

26 TERMINATING A LEASE

We do not terminate leases!!!

The person, or group to take over the lease, MUST MEET ALL REQUIREMENTS. See Pg 2 Lease , Roommate Changes.

Tenants are responsible for advertising and showing of the unit. Once an interested party is found, they are sent to Chico Sierra REM to be approved and qualified before an application will be processed a \$20 application fee must be paid, per applicant, and if approved a \$100 processing fee, per roommate change form.

All parties must sign necessary forms in order to have names added to a lease or removed from a lease.

Original parties will remain responsible for unit until given a release form from Chico Sierra REM

If a house is vacated, and rent remains unpaid, SPM will advertise the unit in the Local Paper, at the local rate, tenants will be responsible for this charge. Tenants will also be charged a \$25 showing fee, each time the unit is shown by our Company.

Signature _____

27. House Rules: Please make sure that you read over the house rule in full.

MAIN OFFICE: Sierra Property Management

546 Hickory Street

Chico, CA 95928

Phone: (530) 899-2296 Fax: (530) 345-2249

EMERGENCY: In case of a maintenance emergency, contact the main office at (530) 899-2296. In case of a medical emergency call 911. After hours there will be an emergency line to call. This Must be called for all break ins and

vandalism that occurs after hours. If you do not use the emergency number and take care of the problem yourself we cannot guarantee that you will be reimbursed. If you call the emergency line and do not hear from someone within 30 minutes, call again. If you input a wrong phone number, we will not know how to contact you.

HOUSE GUESTS: House guests are allowed to stay at the residence for three days per calendar year. Guests staying beyond that period must be authorized by Sierra Property Management.

CONDUCT: It is the responsibility of the tenants to control their conduct and that of their guest(s). Any gathering over 10 people is considered a party, and parties are not allowed. Loud noise is prohibited at all times, and only low music is allowed after 9 PM. (Low is considered to be heard in the immediate unit only.) Any violation of these rules will result in termination of tenants' lease.

PETS: No pets are allowed in the units unless previously authorized by Sierra Property Management.

WATERBEDS: Waterbeds must be authorized by Chico Sierra REM, and waterbed insurance required.

MAINTENANCE: All maintenance requests **MUST** come through Chico Sierra REM. Please call during normal office hours, drop off a note, or leave a message with your name, phone number, unit address and the maintenance problem. If tenants have items repaired **without our permission**, we cannot guarantee we will pay for it. Visible areas of the unit, such as front door areas, side yards or unfenced backyards, are to be kept in a clean and presentable condition at all times. Tenants will be charged for cleaning these areas if needed.

POOLS: Rules will be posted and are to be followed at all times.

PARKING: Unless given assigned parking, vehicles may be parked in any assigned spaces. However, all automobiles must be in working condition and no major repairs are to be done on premises, including oil changes. Boats and RVs must be authorized by Chico Sierra REM. Any cars parked in non-parking zones or that do not run will be towed at the car owner's expense. **No PARKING ON LANDSCAPED AREAS, street and driveway ONLY!!!!** Unless otherwise noted tenants are allowed to have 1 car max per tenant in the parking lot. No automobile repairs allowed on the premises

BICYCLES: Bicycles are to be kept on patios or in bike racks. They are not to be brought into units and are not to be hung from ceilings. Bikes are not to be locked up to any part of the building, and tenants will be held responsible for damage caused to building if bikes are locked up, and/or stolen.

LATE CHARGES: See front page!

RETURNED CHECK CHARGE: NSF charges are \$40 and after 2 bounced checks tenants will be required to pay with cash or money orders only. Applicable late fee will also be due on bounced checks.

LOCKED OUT: Residents may be charged a \$40 fee if a property manager has to come and unlock the unit during office hours, but tenants are responsible for any lockouts occurring anytime after office hours or on the weekends. A locksmith will be called and you will be responsible for full payment.

WINDOWS: Windows are to be kept clean of stickers, signs, etc. It is a tenant's responsibility to take care of windows and screens. Tenants will be held responsible for broken windows or screens, and will be held responsible for damage caused to inside of unit due to rain if windows are not being shut or are broken. If windows are broken due to a break in or vandalism, this must be reported to the police prior to contacting our office and a copy of the police report brought to our office, no exceptions. No towels blankets, sheets, or any foreign objects are to cover the window, except the blinds/curtains given at move in.

ORDINANCE /STATUES/INSURANCE: Tenants will comply with all state and federal Ordinances in force, or which may be in later in force. Tenant will also comply with all rules and regulation of Home Owners Insurance.

SIGNATURES

KEYS: Tenants are given a certain number of keys at move in and are required to return that same number at the time of move out. Tenants will be charged to have locks re-keyed. Tenants are not to change locks or install deadbolts without permission. Possession is give back to us at move out when ALL keys are returned. Additional copies made by the tenants and returned, without the original will be rekeyed at tenants expense.

MOVE IN AND MOVE OUTS: Tenants must make appointments with Chico Sierra REM for move in's, move outs or pre inspections so that both parties may be present. Move outs will be performed by Chico Sierra REM, without tenants, if appointments are not made. **APPOINTMENTS ARE TO BE MADE FOR MONDAY- FRIDAY 9A.M -5 P.M. WITH THE EXCEPTIONS OF HOLIDAYS.** If you are unable to make our scheduled move out, and need additional time, you will be responsible for paying on a per day period until your move out inspection.

SMOKE DETECTOR/CARBON MONOXIDE DETECTORS:: Make sure that you test your smoke detector/CMD once a week to make sure it is in working condition. Tenants are responsible for replacing the battery and keeping the smoke detector/CMD in working condition at all times, or informing Chico Sierra REM. In writing if they are not working, please obtain a copy of that request for your records..

EXTERIOR: The exterior of the property, front and back must be kept in the same condition as when given possession. Bikes and BBQ's are ok. Tenants are not to have any personal belongings of any type(including storage boxes) decorations, or children's toys visible except outside (plastic or metal) patio furniture. Patios are not to be enclosed by the tenants without written permission by the landlord. All patios, enclosed or not, will be kept clean and free of personal belonging, except those items previously listed. Units with common area have no rights to storing personal items in common area. These items will be hauled off without notice at the tenants expense.

BBQ's : Use of BBQ's are not permitted on balconies, landings, patios, or within apartments. No fire pit allowed

PLUMBING: If plumbing problems are caused due to unfit items being flushed down the toilet(tampons), hair in sinks, etc., the tenants WILL be charged. This includes beer caps, and Misc in garbage disposals. Tenants are to be extremely careful on properties with a septic service. Flushing items, may cause the septic to overflow

CARPETS: Carpets will be cleaned before tenants move in and tenants will be held responsible for cleaning it, using a professional company, upon move out. It is suggested that you have your carpets cleaned 1 x a year if you renew a lease. Tenants may be charged for excessive wear on carpets due to dirt. **WE NEVER PROMISE TO REPLACE CARPETS. THIS IS A DECISION THAT THE PROPERTY OWNER MAKES, NOT OUR OFFICE. SO YOU WILL BE RESPONSIBLE FOR CLEANING AND REPAIRING CARPETS AT MOUT OUT, BASED ON YOUR MOVE IN INSPECTION, UNLESS YOU HAVE IT IN WRITING FROM OUR OFFICE.**

WALLS: Walls are not to be painted at all, unless by professional. Any painting must be authorized by Chico Sierra REM. Repair of nail holes left after move out will be charged to tenants. If tenants repair nail holes themselves, and do so insufficiently (leaving clumps), they will be charged by Chico Sierra REM VENDERS to redo it.

APPLIANCE- Units may have laundry hookups provided. If a washer and dryer is in the unit, this is for the convenience of the tenant and Landlord is not required to repair or replace them if they stop working. This will not change the amount of rent payment that is charged.

PARTIES: Tenants will be responsible for any fees assigned to a property due to a party or a code violation. All named parties on the lease will be responsible for is equally and severally

UTILITES Tenants are to call all utilities prior to moving in to a unit. If utilities are left on in our name, or that of the owner, the tenants will be given 1 notice to rectify this and to pay all charges. If this is not done, we will stop service, pay the current utilities, and tenants will be billed the amount of the utilities \$ a \$50 processing fee, per bill.

CABLE/SATALITE- Absolutely no dishes are to be installed on the property without our written consent. If one is installed, tenants will be asked to have it removed and will be responsible for payment of all repair to the building.

A/C FILTERS It is the responsibility of the tenants to replace A/C filters 2x a year. If this is not done and this results in failure of the A/C units, tenants may be held responsible.

28. SMOKE DETECTOR AGREEMENT/ CARBON MONOXIDE DETECTOR (CMD)

This agreement is entered into between Sierra Property Management, and the previous named residents.

Owner and Resident mutually agree as follows: This agreement is an addendum and part of the rental agreement/lease between the Owner and the Resident. The Premise is equipped with a smoke detector/CMD. Residents acknowledge a smoke detector/CMD device is

SIGNATURES

present and was tested and operational at the time of move in. The operation on the device was also explained at the time of move in to the resident. It is the tenant's responsibility to test the smoke detector/CMD at least once a month to make sure it is operating properly. If tenants notice at any time that the smoke detector/CMD is not working, it is their responsibility to put a work order in writing into our office, immediately. This is a requirement.

If smoke detector/CMD batteries are removed for any reason without Chico Sierra REM being notified in writing, Owner and or Mgmt CO. will not be held responsible for damaged, and or injury. Units will have new batteries installed prior to move in, will be tested, and will be required to have working smoke detectors/CMD given back to us at move out.

Each Resident understands that said smoke detector/CMD is a battery operated unit and it shall be the resident's responsibility to Make sure the battery is working at all times

Replace the battery as needed, or inform us that it needs replacement.

If after replacing the battery the device does not work, inform the Owner or Agent immediately, in writing, AND KEEP A

COPY FOR YOUR RECORDS, WITH OUR SIGNATURE

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

29.INSURANCE AGREEMENT

Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.

If damages or injury to owner's property is caused by resident, residents' guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under the owner's policy.

Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:

- A window is broken by you, a friend.
- Your refrigerator breaks down causing all your food to be ruined.
- Your babysitter injures herself in your unit.
- Your defective electrical extension cord starts a fire which causes damage to the building and your personal property, and/or the property of others.
- While fixing your television set a handyman, hired by you, is injured when he slips on the floor you have just waxed.
- Your locked car is broken into and your personal property, and/or that of a friend, is stolen.
- A burglar breaks your front door lock and steals your valuables and/or your personal property.

If you desire to protect yourself and your property against loss, damage or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, worker's compensation and other perils.

The cost is reasonable considering the peace of mind, the protection and the financial recovery of loss that you get if you are adequately protected by insurance.

30. UTILITIES INFORMATION SHEET

It is the responsibility of the tenants to make sure that all of the utilities are turned on into their name, prior to move in. IF IT IS LEFT IN OUR NAME AND WE RECEIVE A BILL IT IS TO BE PAID IMMEDIATELY, IF IT IS NOT, PAYMENT WILL BE TAKEN OUT OF THE RENT MONEY, and a \$30 per bill processing fee charged.

PG&E (POWER AND GAS) 1-800-743-5000

It is the tenant's responsibility to order PG&E. It is not unusual around the move in season for PG&E to take up to 2 weeks to turn power on. If you do not call weeks in advance you could be without power. If power is left in our name, and we must make payment arrangements to collect from you, there will be a \$30 processing fee.

Again, this is the sole responsibility of the tenant(s). If power is on when you view a unit that does not mean that it will be on when you move in.

ATT(PHONE COMPANY) 1-800-310-2355

Sierra Property Management will make sure that the MAIN phone line is working in your unit. Should you hook up additional lines, or wish to turn on additional lines in the house, we will not fix/install/repair those lines. If you have the main line turned on and Pacific Bell has confirmed that it is an inside wiring problem, please contact our office to schedule a repair.

SIGNATURES

Comcast / Dish/ Direct TV (see phone book for numbers)

This is a luxury item and is tenant(s) are responsible for set up. If cable lines do not exist in the unit, tenant(s) must get permission from SPM before installation, and will pay for all costs associated with set up. Satalite dishes are not to be installed on roofs or building siding, and tenants will be held responsible if they are.

CALIFORNIA WATER SERVICE (530) 896-6300

Most apartments have water paid, however it is your responsibility to make sure.

RECOLOGY (530) 342-4444Waste Mgmt (530) 893-4777

Most apartments have garbage paid, however it is your responsibility to make sure.

31. Lead Based Paint Disclosure (No known problem)

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

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

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

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

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

Each person signing will be held personally responsible to insure that all individuals who are residing in unit, or who subsequently move into the unit in the future, and any guests are informed of the information in this pamphlet.

32. Asbestos Addendum

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

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

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

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

33. MOLD ADDENDUM:

It is our goal to obtain the highest quality living environment to our tenants. Therefore know that the Owner/Agent has inspected the unit prior to the signing of your lease and knows of no know damp, or wet building materials and knows of no mold or mildew contamination. Tenants are notified that Mold can grow if the premises are not properly maintained and ventilated. If moisture is allowed to accumulate in the unit it may cause mildew to grow. It is important that tenants regularly allow air to circulate the building. It is also very important that they keep the unit clean, and that they properly notify the Owner of leaks, moisture problems, and mold growth.

Tenants agree to maintain the unit in a manner that prevents the occurrence of an infestation of mold and mildew in the unit. Tenants agree to comply with the following:

Keep unit free of dirt and debris that can cause mold/mildew.

Residents agree to report immediately any leaks, drip, sweating pipes (IN WRITING).

Residents agree to notify owner of overflows in bathrooms, kitchens, laundry, or any other rooms.

Tenants agree to notify owner immediately of any mold growth inside unit.

Tenants agree to allow Owner/Agent in to make any necessary repairs.

Residents agree to use bathroom fans while showering, and report any non working fan.

Tenants will use any exhaust fans while cooking, showering, if no exhaust fan they will open a window temporarily..

Tenants will use reasonable care to shut all windows to prevent outside water from getting inside.

Tenants will clean and dry any moisture on windows, walls, as soon as noticed and notify Owner immediately.

Tenants will notify Owner of any heating and air conditioning problem, immediately.

Tenants agree to indemnify and hold harmless the Owner/Agent from any action, claims, losses, damages, and expenses including, but not limited to attorney fees that the Owner/Agent may sustain or incur as a result of the negligence of the resident or any guests or other person living or occupying the premises

Signatures_____

Tips to Prevent Mold:

Some sources of moisture include: plants, cooking, shower steam, wet cloths, and leaks.

Remove moisture: Dry out mops before storing in your unit. Wipe down bathroom walls, shower doors immediately after use. Allow towels to air dry. Wipe down any condensation.

Keep things clean: keep all furniture, counter tops clean. Greasy films in kitchens can also cause mold growth.

Circulate air: Use fans, if you do not have a central fan, use window circulation when weather permits, wet items stored in closets will cause mildew.

Clean mold from small areas: the minute that you see mold growth, it needs to be cleaned to prevent further growth. The EPA recommends that you clean an area with soap and water, allow to dry for 24 hours and then use a household cleaner like Lysol, Tilex mildew remover, or Clorox cleaner. Follow instruction on label. Do not use Cleaners on porous surfaces fabrics, or areas that will discolor. If you are unsure contact the management Company immediately.

BEDBUG AGREEMENT- This is to notify tenants that this rental unit is not infested with Bedbugs. If this unit did ever have bedbugs, the owner has taken the appropriate protocol necessary to control or destroy the bugs. Tenants agree to not move any item into this unit that the tenant knows or believes to contain bedbugs. Tenant agrees to take reasonable steps to prevent any bedbugs, and will notify the owner/mgmt immediately (within 3 days of when they should have been noticed). Tenants agree to routinely inspect their unit for signs of bedbugs, and

cover all mattresses and box springs with a recommended synthetic casing. If a unit is found to have bedbugs, tenants will agree to comply with all recommendations of pest control, and mgmt company for the removal of bugs. Including, but not limited to providing all mattresses with synthetic covers, dry-cleaning drapes and rugs, cleaning/destroying infested mattresses, cleaning out closets and for treatment and cleaning all items inside, vacuum and carpet cleaning, moving of furniture, disposal of personal property (completely removed off the property site), any additional directions from pest company. Tenant is aware that Owner/Mgmt is not the insurer of the tenants personal property and the tenants are to obtain renters insurance to cover any portion of their personal belongings. Any items damaged or infested by bedbugs will not be the responsibility of the owner/mgmt co. Tenants agrees to indemnify and hold harmless the Owner/Mgmt from any claim, loss, damage, expense, including attorney fees, which tenants may incur as a result of a bedbug infestation, or the treatment of a bedbug infestation. Signs of any bedbugs will be immediate. Tenants are to notify this office with 30 days of moving in of any signs of bedbugs. After that it will be the responsibility of the tenants to pay for the removal of any bedbugs, including any adjoining units that may be affected. Prior to 30 days, tenants will be responsible should the pest Company find that the bugs were brought into the home by the tenants personal belongings Tenants are to cooperate fully in eradicating any bedbug infestation, failure to do this, and/or notify our office of an infestation may result in a termination of your lease. Tenants will be responsible as a whole for cost of removal for any 1 person, and or new roommate moving in, and as a result bringing in bedbugs

CO-SIGNERS: Signing a co-signer form allows us to approve most individuals for occupancy into a unit. This does not mean that Co-signers have access to this property account. Tenants will be required to turn in all work orders, call us on complaints, and handle issues of their rental unit themselves. We will not be able to discuss matters of this lease with Co-signers, parents, friends or family.

The Owner/Agent and tenants of the lease will complete a thorough walk thru prior to moving into the unit. If there are any issue and or concerns, these need to be dealt with prior to moving into the unit, otherwise it will be agreed that unit is in the condition noted on the move in sheet signed by both parties.

Most of the time, lease agreements are signed away from the office. It is the tenants responsibility to request a copy of the lease agreement. After signing the lease a copy will be held up for you in will call for 1 week, after which you will need to request another copy.

THE TENANTS DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND HAVE READ AND AGREE TO ALL THE ABOVE NOTED TERMS AND CONDITIONS. ANY QUESTIONS HAVE BEEN ANSWERED PRIOR TO THE SIGNING OF THIS LEASE. TENANTS ARE WELCOME TO TAKE A COPY OF THE AGREEMENT WITH THEM TO READ PRIOR TO SIGNING.

TENANTS:
X_____ X_____ DATE_____

X_____ X_____

X_____ X_____

LANDLORD X_____