

CHICO SIERRA REAL ESTATE MGMT

LEASE AGREEMENT

Address _____

—

TENANTS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

MOVE IN CHARGES

PRORATED RENT \$ _____

SECURITY DEPOSIT \$ _____

PET DEPOSIT \$ _____

OTHER \$ _____

TOTAL AMOUNT DUE \$ _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

PYMT \$ _____ CK# _____ DATE _____

AMOUNT DUE AT MOVE IN \$ _____

**OFFICE HOURS MON-FRI 8-12, 1-4
(530-899-2296)**

180 E 9TH AVE #3, CHICO CA 95926

RENT \$ _____

Due on 1st, late fee charged after 4:00 pm 5th.

Per month, payable in advance, upon the 1ST day of each calendar month. **1 payment for entire rent will be accepted in the form of 1 check, 1 money order, 1 cashiers check.** Additional checks, M.O.'s or Cashiers checks will be charged \$5.00 per item, which is to be paid at the time payment is made. At any point in time Mgmt company may refuse multiple payments if rent is not being paid in a timely manner and in full.

UTILITIES PAID

PETS ACCEPTED

_____ **Animal policy will follow**

TERM

APPROXIMATE DATE TO START _____

Approximate date may not be actual date of move in based on damages and work that will be needed to get the unit ready. Start will be determined closer to move in, but will not exceed 10 days from the date of the approximate move in date. Tenants may not cancel if within 10 days unless agreed by both parties.

ACTUAL START DATE,

TERMINATION

DATE _____

All move in and move outs will be scheduled during business hours ONLY.. Tenants will not be held accountable if unit is ready sooner than approx. date, but will be responsible if ready on that date.

RENT PAYMENT

The term is for 1 year from the actual start date unless month to month is noted on the lease thru line. If actual listed will supersede approx date noted. **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 CONFIRMED A MOVE IN DATE AND TIME. WE DO NOT DO MOVE IN'S ON WEEKENDS OR EVENINGS, REGARDLESS OF DATE LISTED ON THE LEASE.. (NO EXCEPTIONS).** Tenants will be responsible for rent as of this date if it is available for move in. **You** need to contact our office, we will not automatically call you. It is the tenants responsibility to schedule that move in with our office. **ALL REMAINING FUNDS (DEPOSIT AND PRORATED RENT) ARE DUE AT THE TIME OF YOUR MOVE IN.** If you do not have funds paid in full you will not be given keys to the unit, however rent will begin. If this lease is signed prior to start date, tenants will 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, tenants will be responsible for all showings, and advertising. MONTH TO MONTH AGREEMENTS REQUIRE A NOTICE TO BE GIVEN IN WRITING, NO EXCEPTIONS.

PAYMENT to Owner or his or her authorized agent, at the following address:

180 E 9th Ave Ste 3,CHICO, CA 95926 ,

or at such other places as may be designated by Owner from time to time(Rents are not to be given to any person other than the rental office). Rent needs to be paid with a single check or money order.

All inquiries will come from a tenants on the lease, ONLY. We do not respond to inquires, work orders, or demands from anyone but the tenants. This INCLUDES COSIGNERS

MULTIPLE OCCUPANCY

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 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. If you are receiving a discounted rent rate for fewer people, if we find that you sublet, your rent will be increased to the normal full occupancy rate, and this will proactively take place from the date that you moved in. Each tenant and cosigner responsible for 100% of rent/damages.

ADDITIONAL FEES

Late fees, Processing/service fees for late payments

Rent pd after 5th - 9th	\$40.00
Rent pd 10th - 19th	\$50.00
Rent pd 20th - 30th	\$60.00

Rents are due on the 1st, late as of 4:00 on the 5th regardless of weekend or Holiday. Late fees will also be due on any NSF or returned checks. We do not honor any postdated checks.

\$10 for each additional notice that has to be served to collect past due amount (1st one no charge), SERVED TO FRONT DOOR

\$40- Bounced Ck Fees

\$5 We accept 1 check, additional check/mo/cc \$5 each

\$30 processing fee if utilities are left in our name. Per invoice/per month.

\$200 if pets are brought to a no pet property+ they will have to be removed, possible eviction.

\$40 during business hrs for a lock out, **\$80** during evenings or weekends and/or the cost of locksmith.

\$30 - Application fee, + \$15 Cosigner credit report

\$100 - Roommate change fee

\$100- Minimum Fee for security company to break up party. \$500 fee from Mgmt office if tenants have a party over the allotted number of guests.

\$100/hr \$50 minimum to clean up party debris/haul off items not permitted in yard, trash, beer pong tables, etc.

+ Additional fees may apply

Any fees added onto the account are due and payable immediately, any payment made to the account, regardless, will be posted to the most past due balance, including but not limited to late fee, repair charges, or rent. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.

SATELLITE DISHES

NO SATELLITE DISHES INSTALLED ON BUILDING OR ROOF. If there is a cost of removal and repair, tenants will be charged. If there is one currently installed, notify our office immediately so that we can have it removed.

RENEWALS/SHOWINGS

Tenants are aware that we start showing units for the upcoming school year, (typical Nov-Dec of the previous year we will start advertising and showing units) months in advance of the lease termination date. If we have decided to renew the lease, tenants will have the first option to renew and return renewals to our office by a specific date. For units that will not be renewed, 24 hour notices will be served for all showings and a representative for our office will always be present. Tenants are aware of this and give permission for early showings. If we feel that we are unable to show your unit due to damage, this damage will be repaired and you will be expected to pay the amount immediately

UTILITIES

Tenant will be responsible for payment of all utilities and services, **UNLESS NOTED** . Unless paid by Mgmt, tenants must keep any utilities on at the property that will affect the property. For example (water- for the landscape, PGE for the sprinkler system, exterior lights to avoid break ins,) on during lease term. Tenants are required to have garbage service.

If utilities are split among multiple units, all tenants are to pay the bill when due, a late fee may be charged (\$30), by the person who holds the account. If payments are

not made, we will pay any unpaid charges by our tenant to the person who holds the account, once bills are submitted. Processing fees will apply to any utility CSREM must pay monthly that has not been turned on by the tenant.

LANDSCAPE

If you rent a home from CSREM 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 your lease agreement under utilities paid. If the unit does not have a sprinkler system you must use a hose and sprinkler to keep the landscape irrigated. It is the tenants responsibility to make sure that the property is watered. If the property is not being kept up (Grass 6" or taller, garbage, weeds 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. (The amount we are billed.). Again, your monthly rent will automatically be increased by this amount, even if you are on a current lease.

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.**

COMPANION ANIMALS

COMPANION ANIMALS WITH APPROPRIATE PAPERWORK ARE LIMITED TO ONE ANIMAL PER UNIT. Companion animals are bound to pet agreement. If a companion animal is brought to property prior to our office being given documents and added to the lease, you will be accountable for all fees. Carpets may be tested for urine, unit sprayed for fleas, and any other damage repaired if needed at tenants cost. Tenants are required to

provide a dated note (within 30 days) by a licensed physician stating that companion animal is treating a person on the lease (name listed), with a disability noted under the ADA. ALL applicants and cosigners MUST agree to add the animal in order for lease to be changed.

ANIMALS

No animals will be brought on the premises without the prior consent of the Owner. If you are allowed by CSREM to have an animal, you must abide by the pet policy. Guest are not to bring animals on to the property, nor are tenants allowed to "Babysit " animals. Animals will only be allowed once the lease has been updated to show approval. If you are allowed to have an animal you must abide by the following pet agreement:

1. Resident will follow all health and Safety Codes.
2. Resident agrees that the animal is housebroken, and will not cause damage or annoyance.
3. Resident agrees to not allow the animal outside the property unless restrained by a leash. Not to be in front yard.
4. Resident shall be responsible for prevention of fleas or other infestations, and will eradicate.
5. Resident will be responsible for all damage caused by the pet, and shall hold the landlord harmless for any damages in connection with animal.
6. Resident will be responsible for restraining animal in an unfenced or unsecure yard at all times. Fences are not required.
7. Tenants will not allow animal on property that has violation against that animal, including but not limited to biting, noise problem, infections or others.
8. 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. Bringing this type of animal to the property could result in an immediate eviction.

1. Pit bull (Staffordshire terrier) or any mix of,
2. Rottweiler,
3. Akita

4. Chow
5. Wolf Hybrids
6. Boxer
7. Doberman
8. Presa Canario

Tenants will notify our office in writing if There have been any problems/attacks in the past with their animal 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, and will be responsible for removal of animal feces by landscaper, if additional fees are charged. Having an animal in a non animal property is grounds for an immediate eviction. If you bring an animal to a non animal property fees will apply and may be grounds for eviction. Owner reserves the right to revoke permission to keep said animal on the premises by giving a 3-day notice, for damage or nuisance. Current lease will remain in effect even if animal is removed.

HOUSE

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. Tenants are responsible for any guests. THIS IS A NON

SMOKING BUILDING

EMERGENCY: In case of a maintenance emergency, contact the main office at (530) 899-2296. In case of a medical emergency or fire, or such call 911. After hours there Call office number and follow instruction for maint. Emergency. You Must call in all break ins and vandalism that occurs after hours. 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. The emergency line is for emergency issue only. If calls are made, and/or work is completed on non emergency calls, after hours, tenants will be responsible for the additional cost of the after hours call. Emergencies include, fire, major water leak, floods, toilet back up, no heat, broken window, lock outs, major electrical problems, etc.. Items that would not be considered an emergency, that can wait until the morning are, plugs not working, refrigerator not wkg, A/C unit not wkg, sink backed up, light not wkg, and so on.

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. If we receive any fines these will be the responsibility of the tenants to pay.

PARTIES We do not allow parties. Tenants are allowed to have 2 guests per named person on the lease. Tenants will be responsible for any fees assigned to a property due to a party including code violations, damages, fines.. All named parties on the lease will be accountable equally and severally.

If we drive by and see a mess due to a party (tables, cups, garbage, ect.. we have the option to immediately clean and bill you for the clean up, without any notice. Without notice, we will clean up after a party at a

Cost of \$100 per hour/ \$50 minimum cost, + \$50 office processing fee to inspect and schedule clean up. Parties are a violation of the lease and may result in an eviction. Clean up will happen without any prior notice.0

WE DO NOT ALLOW ALCOHOL TO BE CONSUMED, OR ANY OPEN CONTAINERS IN THE FRONT YARD OR COMMON AREAS OF ANY MULTIPLE UNIT OR SINGLE FAMILY HOME.

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

MAINTENANCE: All maintenance requests MUST go through the sierraproperty.us (maintenance) portal. If tenants have items repaired without our permission, we will not pay for it. If requests are made via email or left of the machine, we will be unable to process them until a work order is submitted on the website (KEEP A COPY FOR YOUR RECORDS). Any damage that we see while you are living in the unit, will be repaired by us immediately and you will be expected to pay us immediately upon completion if we deem tenant caused. If this is not done it will be taken out of your next rent payment made.

Unit is noted in good condition unless otherwise noted. 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. If maintenance shows up to a scheduled appointment and you are not home, or they show up and the item called in is not defective, tenants will be held accountable for the cost of that company's service call and any materials and tax. If you have a leak, or something similar in your unit that is not called in and does damage, you can be held responsible for any and all damage. Tenants are responsible for keeping copy of maintenance confirmation.

FLUSHABLE ITEMS Nothing is to be flushed down a toilet except toilet paper and fecal matter. Tenants are not to flush tampons, baby, or personal hygiene wipes (even if they state flushable), paper towels, condoms, or any other items. If the tenants flush these items, and they cause a clog, **tenants will be responsible for the repair cost.** Tenants are responsible for making sure that the drains are not clogged by hair.

PLUMBING: If plumbing problems are caused due to tenant error, tenants will be charged, this includes disposals with beer caps, glass, and Misc in garbage clogging the disposals. Tenants are to be careful on properties with a septic. Flushing items, may cause septic to overflow.

POOLS: Rules will be posted and are to be followed at all times. All children, under the age of 18 are to be supervised by an adult at all times. No alcohol is to be present. Tenants will immediately notify the office (CSREM), of any hazardous issue that they see, and will not enter the pool until the hazard has been dealt with. Tenants are responsible for their guests and the action of their guests.

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. Only cars licensed to tenants of the property are able to park at the property. Other cars may be towed, so it is your responsibility to notify your guests of these rules.

BICYCLES: Bicycles are to be kept on patios or in bike racks. If they are brought into units tenants will be held responsible for any damage to the property. They 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.

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 will be charged 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, all fees.

LOST KEYS- If you lose your key the unit will be re-keyed at your expense (\$100+)

REKEYS-IF you change your lock without written permission, and or put locks on bedroom doors and we are unable to gain access for work orders or showings. The locks will be charged at the tenants expense.

WINDOWS: Windows are to be kept clean of stickers, signs, etc.. Tenants will be held responsible for broken windows, Shower doors or screens, and will be held responsible for damage caused to inside of unit due to rain if not shut.or broken. No towels blankets, sheets, signs, banners or any foreign objects are to cover the window, except blinds/curtains given at move in. If windows are broken tenants must repair them in 24 hrs. If someone is harmed by broken window not reported or repaired by tenants, it will be the tenants responsibility.

WE DO NOT ALLOW THE TENANTS TO HANG ANY SIGNS, BANNERS, BLANKETS, ETC.. IN THE WINDOWS, OR ANY PART OF THE EXTERIOR OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO PORCHES, YARDS, ROOF . ONLY ITEMS THAT ARE ALLOWED TO COVER THE WINDOWS ARE THE BLINDS/CURTAINS PROVIDED WITH THE PROPERTY.

BREAK IN'S This is very important: If any part of your home is damaged by a break in or vandalism, you must call the police when it happens, not 2 hours later, not the next day. If there is damage to the house the police must come out and write a report. WE WILL NOT ACCEPT ON LINE REPORTS. With online reports we have no way to verify that you did not cause the damage, it is simply your statement. According to this lease you are responsible for damage unless you can prove that you did not do it. All reports must be filed BEFORE you call our office. Once you call we time and date the work order. We must get copy of all reports.

THERE WILL BE NO EXCEPTIONS WITH FOLLOWING THE ABOVE STEPS, YOU WILL BE ACCOUNTABLE TO PAY FOR IT IMMEDIATELY., NO EXCEPTIONS. If you install a lock on your bedroom, and during a break in your door is kicked in. ALL cost of this repair will be the tenants.

ORDINANCE /STATUES/INSURANCE: Tenants will comply with all state and federal Ordinances in force, or which may be later in force. Tenant will also comply with all rules and regulation of Home Owners Insurance. Tenants will be responsible for any fines, fees associated with the failure to comply with the rules.

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 if not all are returned.. 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 will cause a rekey to take place.. If keys are lost, unit will be re keyed at the tenants expense, NO EXCEPTION. We do not key bedroom doors. Bedrooms left with licking knobs **will be charged to replace with non locking.**

PRE- INSPECTIONS:This is to notify you that you have the right to request an inspection of your unit by the owners representatives, and you have the right to be present at such inspection. If you request such inspection, the representative will conduct an initial inspection of your unit during the two weeks prior to the termination of your tenancy. The purpose of the initial inspection is to allow you an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from your security deposit. You may choose whether to have such inspection or not. You will be able to pick up a copy of the itemized statement at our office after the inspection, specifying repairs or cleaning that would result in deductions from your security deposit, and you may remedy those items prior to termination. The initial inspection may not reveal all deficiencies in your unit due to the presence of your possessions. You will be liable for any deficiencies that occur after the inspection. It is the responsibility of the tenants to make appointments with Chico Sierra REM for pre inspections/initial inspections. Please do this 2 weeks or more prior to the appointment date. If the tenants vacate a property without scheduling a move out/ initial inspection, and keys are not returned to the office, possession will not be considered given, until CSREM has obtained access, received keys, and has completed the move out inspection. Move outs will be performed by Chico Sierra REM, with the first available time, if appointments are not made. APPOINTMENTS ARE TO BE MADE FOR MONDAY- FRIDAY 8A.M -4P.M. WITH THE EXCEPTIONS OF HOLIDAYS, and appointment availability. If you

are unable to make our scheduled move out, and need additional time, you will be responsible for paying per day until your move out inspection.

MOVE IN CONDITION- We will complete both a move in inspection and a move out inspection. All tenants do not need to be present, however tenants authorize the person that is present to act and represent all parties of the lease. You will be given plenty of time to read the inspection before you sign it. DO NOT SIGN IT IF YOU DO NOT AGREE OR HAVE NOT READ IT OVER IN FULL. Once you have signed that is your authorization that you agree to the written condition, (NO EXCEPTIONS), Copies can be obtained at the office at anytime. IT IS YOUR RESPONSIBILITY TO REQUEST A COPY.

SMOKE DETECTOR/CO2 DETECTORS: ALL SMOKE AND CARBON MONOXIDE DETECTORS ARE TESTED AND WORKING WHEN YOU MOVE IN, THIS INCLUDES NEW 2016 REQUIREMENTS. You agree to this by signing the lease. Make sure that you test your smoke detectors/CO2 once a week to make sure it is in working condition. Tenants are responsible for replacing the battery and keeping the smoke detector/CO2 in working condition at all times, or informing Chico Sierra REM, in writing (by maintenance request online) if they are not working due to issues other than a battery, please obtain a copy of that request for your records. By signing this agreement you agree that all smoke and carbon monoxide detectors are present in the home and in working condition.

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. You may have outside (plastic or metal) patio furniture, in good working shape.. 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. We will not guarantee the replacement or repairs of carpets, fences, exterior storage units. 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. . NO PERSONAL ITEMS LEFT OUTSIDE, NO BANNERS, SIGNS, POSTERS VISIBLE FROM THE OUTSIDE OF THE BUILDING

NOTHING/NO ONE TO EVER GO ON THE ROOF.

BEER PONG TABLES. No Beer pong tables.

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

DUMPING- If items are dumped on your property (furniture, bikes ect.) you must notify us immediately, If we remove them and have not been notified by you, you will be charged, regardless of if it is yours or not.

CARPETS: Carpets will be cleaned before tenants move in and tenants will be held responsible for cleaning it, using a professional licensed company, upon move out. If you move out and clean the carpets, but leave the unit in need of paint, repairs and cleaning, you will be charged for touch up cleaning of carpets once the other work is done. 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. YOU WILL BE RESPONSIBLE FOR CLEANING AND REPAIRING CARPETS AT MOVE OUT, BASED ON YOUR MOVE IN , UNLESS YOU HAVE IT IN WRITING FROM OUR OFFICE.

WALLS: Walls are not to be painted at all, unless by professional. Any painting that is completed by the tenants, and/or friends, relatives, ect..if done improperly will be redone at the tenants expense. This will include painting with an incorrect paint color, incorrect paint sheen, and repairs to holes. 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 to redo.

WASHER/DRYER/AIR- 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 also included portable A/C units. Removal will not change the amount of rent.

ELECTRICAL- Some older properties are simply not equipped to handle a large amount of electrical usage at one time. Please make sure that prior to renting a unit or signing this lease that you inspect the plugs to see if they are 2 prong or 3 prong. Tenants MAY NOT at any time replace a 2 prong plug with a 3 prong, and will be responsible for any damage this may cause and the cost to change back. Property owners will not be responsible for upgrading electrical of a home just to keep up with additional need. Tenants will be accountable for maintenance charges due to tripped breakers or GFI's

A/C FILTERS Tenants must replace A/C filters 2x a year. If this is not, tenants may be held responsible for A/C repairs.

CHANGES TO PROPERTY ABSOLUTELY NO 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.

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.

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 and Portable A/C, window A/C units 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 w/hookups. Removal of these machines will not reduce the amount of rent due.

DAMAGES TO PREMISES: If the premises are damaged by fire or from any other cause which renders the premises untenable (for more than 15 days), 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, the 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 IMMEDIATELY WHEN

THE DAMAGE IS DISCOVERED. NO ONLINE REPORTS. A COPY OF THIS REPORT MUST BE GIVEN TO OUR OFFICE, AND THE CALL TIME ON THE REPORT PRIOR TO THE CALL TO OUR OFFICE. NO EXCEPTIONS. IF YOU HAVE NOT FILED A BREAK IN REPORT WITH CHICO PD, AND THEY HAVE NOT COME OUT, WE WILL ASSUME THAT YOU HAVE DONE THE DAMAGE. AND YOU WILL PAY FOR ALL DAMAGES.

TENANTS ARE REQUIRED TO CARRY RENTERS INSURANCE

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 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. Units will be shown as early as Oct/Nov of previous year on student area rentals.

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 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 damaged

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 voidable, 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.

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 property 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.

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.

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 effective 5 days after mailing, or l delivery, or when receipt is acknowledged in writing. BE AWARE THAT ANYTIME THE LEASE IS BROKEN AND OUR ATTORNEY HAS TO SEND OUT NOTIFICATION TO EITHER THE TENANTS/COSIGNERS OF THESE VIOLATIONS, ANY CHARGES THAT COME FROM THE ATTORNEY WILL BE PASSED ON TO THE TENANTS, AND WILL BE PAYABLE IMMEDIATELY.

HOLD OVER: Any holdover after expiration of agreement, with the consent of 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.

TIME: Time is of the essence in this agreement.

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

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.

ATTRACTIVE NUISANCES Tenants are not allowed to have any attractive nuisances' on the property. This includes pools, swing sets, trampolines, or any other items listed as an attractive nuisances by law. (see renters insurance)

VANDALISM (See break-ins) If your building is vandalized (doors kicked in, windows broken graffiti,ect..) tenants must prove that it was not done by a tenant or a acquaintance of the tenants. Please see this spelled out under Break-ins. 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. It is your responsibility to research the neighborhood you are choosing to move in to . We are not able to terminate a lease if you are later unhappy with the location

TERMINATING A LEASE The person, or group to take over the lease, MUST MEET ALL REQUIREMENTS. See, 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 \$25 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

ROOMMATE CHANGES

THERE IS NO SUBLEASING. ALL PARTIES, BOTH TENANTS AND LANDLORD MUST AGREE TO CHANGING THE LEASE .

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. WE ARE ALSO NOT INTERESTED IN EXPLAINING WHY YOU TOOK OVER A FILTHY OR DAMAGED UNIT. YOU ARE MAKING THAT DECISION, NOT THIS OFFICE, SO MAKE THAT CLEAR!!! THAT IS YOUR JOB.

Regardless of who did the damage to the unit, the individuals on the lease occupying the home when it is vacated are the responsible parties. If you sign on to a renewal make sure that you read the terms of the original lease. 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 signed by our office you will remain on the lease.**

#3 \$25 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 for applicant and cosigner), ADDITIONAL \$15.00 Cosigner)

#4 \$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.

Deposit will not be refunded by our office until unit is completely vacated, the lease has ended and we are given possession of the property back. If you are taking over a lease, or having someone take over your spot, it is your responsibility to work out deposit details among yourselves. We do not get involved. The original deposit paid will remain in our acct. We do not do walk through inspections for roommate changes. All tenants coming in will need to agree to the original condition and sign the original walk through sheet. Any damage done since that point will now be their responsibility.

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. 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. \$40 per showing, + out of pocket cost for advertising. Mgmt cannot be responsible/ or liable for roommate disputes. This is a joint and several lease.

If a cosigner has signed for multiple people on a lease, they will not be removed as the responsible party until all individuals that they have co signed for have either legally vacated the property (lease is over, all keys returned, all parties vacated) or have been taken off the lease by means of a signed roommate change form

If tenant's breach lease they will be held responsible for

1. Unpaid rent
2. Cost of Re-Letting the property including, advertising, showing fees, etc..
3. Repair fees and eviction fees if necessary
4. Any fees noted in this lease, and any other costs provided by law

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 be refunded back when possession of a vacant unit is turned back over to CSREM, within 21 days.** If a roommate change is done, please see roommate change section. If a deposit is given and a tenant does

not move in, the deposit will be put towards rent until unit is re-rented. Any balance remaining upon termination will be returned to Tenant. **Tenant do not have the right to apply the security deposit in payment of last month's 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, your deposit will revert to the tenants on the current lease. To stop this from happening please see section for roommate change. 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. We will request 1 forwarding address at you move out, where the paperwork and refund check will be mailed. You will need to make arrangements with roommates on what address that will be. 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 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.

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 10 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 rental property). We do not search for where you have moved. It is your responsibility to notify us (NO EXCEPTIONS)

Deductions include but not limited to:

(1) Landlord may deduct reasonable charges from the security deposit for:

- (a) Unpaid or prorated rent;
 - (b) Late charges or fees listed in the lease
 - (c) Unpaid utilities;
 - (d) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- This does not include normal wear and tear; Carpets must be professionally cleaned.
- (e) Damage caused by pets
 - (f) Replacing unreturned keys, garage door openers or other security devices; re keying units
 - (g) The removal of unauthorized locks or fixtures installed by Tenant;
 - (h) Insufficient light bulbs;
 - (i) Packing, removing, and storing of abandoned property;
 - (j) Removing vehicles;
 - (k) Costs of re-letting if Tenant is in default, + showing fees in lease
 - (l) Attorney fees and costs of court incurred in any proceeding against Tenant;
 - (m) Any fee due for early removal of an unauthorized key box; and;
 - (n) Other items damaged by tenants not listed on move in inspection sheet.

SMOKE DETECTOR AGREEMENT/ CARBON MONOXIDE DETECTOR (CMD)

This agreement is entered into between CSREM, 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 smoke detector/CMD (per new 2016 law requirement/changes, 1 in each bedroom, 1 in hall, 1 in basement if door leading to interior and 1 in attic if a livable space, + CO2 detector.) .Residents acknowledge by signing agreement that all smoke detectors/CMD devices are present and tested and operational at the time of move in It is the tenant's responsibility to test the smoke detector/CMD at least once a month to make sure it is operating properly, and notify us immediately via our website, Maintenance request work order if it is not (no verbal notifications). This is a requirement.

If smoke detector/CMD are removed for any reason, a battery removed, or we are not notified in writing it is non operational Owner and or Mgmt CO. will not be held responsible for damaged, and or injury. Each Resident understands that said smoke detector/CMD is operational and it shall be the resident's responsibility to Make sure that it is working at all times, and to test weekly. If the device does not work, inform the Owner or Agent immediately, in writing, AND KEEP A COPY FOR YOUR RECORDS

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

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.
- Refrigerator breaks down causing food to spoil
- 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.

To protect yourself and your property against loss, damage or liability, Renters Insurance will cover these damages..

Tenants agree that they will at no time allow any attractive nuisances on the property, including but not limited to pools of any size, trampolines, swing sets, and any other items listed by the law as an attractive nuisance. 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.

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 radioactive material.

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 have 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.

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 part 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.

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 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:**

- 1. Keep unit free of dirt/debris that cause mold/mildew.**
- 2. Residents agree to report immediately any leaks, drip, sweating pipes (IN WRITING, ON LINE MAINTENANCE REQUEST).**
- 3. Residents agree to notify owner of overflows in bathrooms, kitchens, laundry, or any other rooms. Keep copy of work order IN WRITING, ON LINE MAINTENANCE**
- 4. Tenants agree to notify o**
- 5. Tenants agree to allow Owner/Agent in to make any necessary repairs.**
- 6. 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.**
- 7. Tenants will use reasonable care to shut all windows to prevent outside water from getting inside.**
- 8. Tenants will clean and dry any moisture on windows, walls, as soon as noticed and notify Owner immediately.**

9. **Tenants will notify Owner of any heating and air conditioning problem, immediately. IN WRITING,**
10. **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**

owner/mgmt immediately (within 15 days of move in if they are 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 tenant's 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. Once a cosigner form is turned in and approved, if the tenants sign a lease the cosigner form will immediately become valid. 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.

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 (2-3 times a week). 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. ALL NOTICES, WORK ORDERS FOR MOLD MUST BE PUT IN WRITING TO OUR OFFICE(VIA ON LINE MAINTENANCE REQUEST) (NO EXCEPTIONS). WE ARE HERE 5 DAYS A WEEK 7 HOURS A DAY.

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**

SNOW AND ICE- In Chico we have a wide range of temperature, and that includes ice and sometimes snow. If you are renting a single family home, it is your responsibility to make sure that you have cleared all sidewalks and walkways of snow or ice so that you, and/or your guests do not get injured. If for any reason, ice is being caused by a leak, or some issue that needs to be repaired, you will need to stop into the management office and turn in a work order (Make sure that request and keep a copy of that work order for your records for proof that our office has been

notified). If you are renting in a multiple unit complex, again, you must be aware of your surroundings, and when the temperature has dropped below freezing, watch for patches of ice, or wet spots that may be slippery. If you notice any of these spots, avoid them, and contact your management company to turn in work order. Also notify us of any leaks that may be causing the water in the first place. Again, it is your responsibility when you put that request in to get a copy for you records, as proof that you have made us aware of the problem.

PRE- INSPECTION: This is to notify you that you have the right to request an inspection of your unit by the owners representatives, and you have the right to be present at such inspection. If you request such inspection, the representative will conduct an initial inspection of your unit during the 30 days prior to the termination of your tenancy. The purpose of the initial inspection is to allow you an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from your security deposit.

You choose whether to have such inspection or not. If you choose to, then call our office 30 days prior to your move out, so that we can schedule a date and time that works for both parties. Be aware that there are times of the year that we book up very far in advance, so call early. Late call ins will have to be flexible with our schedule. Inspections Monday - Friday during office hours. Late appointment 3:15 daily. A walk through will be done on the property and items noted to the best of our ability. You can stop by the office the following day to pick up a copy of the report, and/or can request in writing that it be e mailed to you. This will list repairs or cleaning that would result in deductions from your security deposit, and you may remedy those items prior to termination. The initial inspection may not reveal all deficiencies in your unit due to the presence of your possessions. You will be liable for any deficiencies that occur after the inspection. Within

21 days after you turn over possession of your unit, you will receive an itemized statement regarding your security deposit. That statement will show the detail of the disposition of your deposit and any remaining balance of the deposit will be returned to you.

WE WANT YOU TO GET YOUR DEPOSIT BACK: Here are some tips to do that.

The unit MUST be in the same condition as the move in inspection sheet shows (-) normal wear and tear. Normal wear and tear DOES NOT cover a lot of damage, or dirt. Please see details below.

We do a move in inspection and require tenants to be present at the inspection. This is done so that ALL parties agree to the condition of the unit. If you signed and moved into the unit then you agreed to the condition. Parents if you would like to be at the move in inspection you are welcome to be. Please do not contact us at move out to tell us you disagree with the move in inspection. You have read this lease and agree to these terms.

CLEANING. All units are professionally cleaned before you move in, and we expect it to look professionally cleaned when you move out, or we will hire someone and you will be charged. Cleaning a unit requires much much more than wiping off the counters. It includes (but not limited to)

- A. Taking down light fixtures and cleaning the bugs
- B. Cleaning all windows and window tracks.
- C. Cleaning under the stove top and the drip pans.
- D. Under the refrigerator
- E. Dust and dirt off all blinds,
- F. Wiping down doors, door jambs and baseboards.
- G. All appliances, completely
- H. All flooring
- I. Hard water stains off toilets, sinks, shower doors, faucets.
- J. Mildew out of grout
- K. Complete bath and kitchens
- L. Countertops, inside drawers and shelves
- M. Mirrors
- N. Cobwebs

To get a complete list of what we check, look at your move in inspection sheet.

Typically the cleaners that we use (may vary) charge \$25-\$30 per hour. These are some pricing for a typical unit that it left back to us. These are averages. Some units are large square footage, have hardwood flooring, or more amenities and may be more expensive. AVERAGE PRICES +/-

Bed/Bath

1 /1 Minor 3 hrs, Medium cleaning 8 hrs, Complete clean 12 hrs

2 /1 Minor 4 hrs, Medium cleaning) 9 hr,s Complete clean 15 hrs

3 /2 Minor 4 hrs, Medium cleaning 9 hrs , Complete clean 18 hrs

4 /2 Minor 5 hrs, Medium cleaning 10 hrs, Complete clean 20 hrs

5/3 Minor 6 hrs Medium cleaning 12hrs Complete clean) 22 hrs

PAINTING

Painting is not automatically considered normal wear and tear. Paint is considered good for 3 years. after each year that you have lived in a unit the paint will be prorated to take into consideration normal wear and tear. So

After a 1 year lease, tenants pay for 2/3rds of the cost to paint and the owner pays for 1/3

After a 2 year lease, tenants pay for 1/3rd of the cost and the owner pays for 2/3rds

After a 3 year lease, Owner pays for the paint.

Other charges (not inclusive) that tenants are responsible for no matter the length of time in a lease include:

Smoke damage from candles or not opening vents in fireplace, holes, painting the unit a different color, any wall damage, prep work to remove cobwebs, ect. If you choose to fill holes, do it properly so that it can't be seen. If we have to redo, then you will be charged. If you choose to touch up paint, do it properly with the correct color and sheen, painting with the wrong color will cause us to have to repaint and you will be charged. If not sure of the color, you should leave it to us to paint. Average (may vary) cost to paint (this will vary based on unit size, number of colors, and amount of detail.

Holes (fist) \$110 per hole repair +/-

Bed/Bath

1 /1 Minor \$200 Medium \$350 Heavy \$550 Complete \$900

2 /1 Minor \$300 Medium \$450 Heavy \$750 Complete \$1000

3 /2 Minor \$400 Medium \$600 Heavy \$900 Complete \$1200

4 /2 Minor \$500 Medium \$800 Heavy \$1000 Complete \$1500

5 /3 Minor \$600 Medium \$900 Heavy \$1200 Complete \$1800

BY MOVING IN, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THE COST ASSOCIATED WITH LEAVING THE UNIT BACK TO US DIRTY. IF YOU DO NOT WANT TO PAY THESE CHARGES, HAVE THEM ADDRESSED BEFORE THE MOVE OUT INSPECTION. YELLOW PAGES IS FULL OF PAINTERS TO HIRE.

CARPET CLEANING

Regardless of the length of time in a unit, you are responsible for having the carpets back to us clean. Cleaning is not normal wear and tear. Additional charges, other than cleaning that you can be held responsible for include:

Pet odors (deodorizing, replacing pad, or prorated cost of the carpet if less than 3 years old),

Stains, burns, tears (additional cleaning needed, repairs, or replacement of carpet if less than 3 years old).

If you wish to have it done, it needs to be cleaned by a professional company and we must receive a copy of the receipt at move out.. They must guarantee their work, in case we feel it is not up to par, or we will have to re-clean it at your expense. Please be aware that if you are going to clean the carpets, but leave the unit back to us dirty and in need of paint and repairs, this will require that the repair people walk on the floors, so carpets may need to be touched up at the end which will be passed on to you. We have no way of staying off the carpets if the rest of the unit was left back to us in poor condition. In a situation such as this you are better off leaving it for us to have cleaned.

Average cost and with will vary depending on square footage, number of rooms stairs, and damage

1 bed/1bath \$75 (Plus any deodorizing, repairs, damage, stairs)

2 bed/1bath \$120 (Plus any deodorizing, repairs, damage, stairs)

3 bed/2bath \$150 (Plus any deodorizing, repairs, damage, stairs)

4 bed/2bath \$175 (Plus any deodorizing, repairs, damage, stairs)

5 bed/3bath \$200 (Plus any deodorizing, repairs, damage, stairs)

BY MOVING IN, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THE COST ASSOCIATED WITH LEAVING THE UNIT BACK TO US DIRTY. IF YOU DO NOT WANT TO PAY THESE CHARGES, HAVE THEM ADDRESSED BEFORE THE MOVE OUT INSPECTION.

MAINTENANCE:

All items that were damaged at your move in will be listed on the move in sheet. If not listed and an item is damaged you are required to repair. The exceptions would be normal wear and tear items and owner charge items. Items that tenants can be responsible for include (but not limited to) the following. Cost for repairs per house average \$38-\$50 hr. May vary

R+R Exterior Doors damaged with Paint \$275 and up

Key (1) Door Lock or Deadbolt (re-key) \$65--\$85

R+R Interior Doors damaged with Paint \$150-\$175

R+R (1) Replace Blind \$60-\$80 (Average Size)

R+R (1) Window Screens (Average Size) \$50-\$70

R+R Of Toilet \$250, broken

R+R (1) Broken Door Jam with Paint \$150-\$200

Caulking Around Bathtub/sinks, Mold from not cleaning \$40-60

R+R (1) locking bedroom doors \$60- \$90

R+R 1 Smoke Detector \$40--65

Patch/Repair Sheetrock & Paint (12"x12" hole) \$75-\$100 Re-

R+R 1 Carbon Monoxide Detector \$40--\$65

Replace Door Knob,(broken) \$50--\$60

R+R Light Bulb \$38 -\$40+ (1 hour labor + cost bulbs)

Replace broken Towel Bar \$50--\$60

R+R 1 A/C Filter \$40-\$45(1 hour labor + cost Filter)

Removal Of Hair From Drain \$46--\$60

Broken/cracked windows (\$80-\$350)

Drip pans \$3-\$100+, Screen door \$100-\$200+

These are some examples, not an inclusive list of what needs to be done. Prices may vary depending on the number of items being done at once, and how difficult materials are to find and difficulty of the repair. Changing the filters, putting in all working light bulbs, making sure screens and blinds are not damaged, changing out drip pans, putting our non locking bed door knobs back on are all things that ANYONE can. PLEASE do them so we do not have to charge you!!!!

BY MOVING IN, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THE COST ASSOCIATED WITH LEAVING THE UNIT BACK TO US DAMAGED IF YOU DO NOT WANT TO PAY THESE CHARGES, HAVE THEM ADDRESSED BEFORE THE MOVE OUT INSPECTION.

YARD CARE If you are responsible for the yard, it must

be in the same condition as the move in states. You will be charged for mowing, detrashing , debris clean up, weeds, replacing dead grass, plants, sprinkler repair, holes from animals, dog feces, to name a few.

1 times clean up average \$150-\$300+ per job depending on how bad. Repairs are typically billed out at \$40 per hour on average.

IF YOU MOVE IN, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THE COST ASSOCIATED WITH LEAVING THE EXTERIOR BACK TO US IN NEED OF WORK. IF YOU DO NOT WANT TO PAY THESE CHARGES, HAVE THEM ADDRESSED BEFORE THE MOVE OUT INSPECTION.

We typically use the following vendors

ABC Maintenance 519-8424 (\$38-\$50Hr)

In Color Painting - 354-3177 (\$35+/hr.)

Annettes Mop and Bucket 354-0369 (\$24+/hr)

Carpet Restoration -895-8177 (per job)

Some Owners have their own vendor as well. All vendors will be in the acceptable scope for pricing.

If you leave it (dirty/damaged) at the move out, then we will hire the above to do the work and charge you. You are certainly welcome to find someone less expensive. However do not leave the unit back to us dirty or damaged and complain about the cost. YOU ARE BEING MADE AWARE OF IT NOW(BEFORE YOU SIGN), so do not sign if you disagree. It is up to you to get the work done. Co-signers. We strongly suggest that you are at the move out. Please do not call us with what your son/daughter told you the unit was like when they moved out. We base all work off the physical inspection that is done. Give us the courtesy of showing up if you plan to dispute anything.

FINAL INSPECTIONS

WE WANT YOU AT THE FINAL INSPECTION

1. If the date or time does not work for you, you can call the office immediately and see if we are able to schedule an earlier date. If you are moving earlier, please let us know, We do need 1 person to be present at the move out. Earlier times can be scheduled, however you will still be responsible until the ending lease date. We suggest that you do not leave town unit this inspection is done. If something happens to the home you could

be responsible. If you need to make changes, we book up fast, so call.

2. If there is absolutely no way that you can be there, you will need to leave all keys on the counter along with a forwarding address. If keys are not left, we will rekey the unit immediately and you will be charged, NO EXCEPTIONS. If you do not leave us a forwarding address at the move out it will be mailed to the property address for the PO to forward, NO EXCEPTIONS. We will not make any judgment calls on where to send it, nor will we attempt to try to call or track you down. You have been notified what to do and if you do not do it, you have no one to blame but you. We will not accept keys or mailing addresses prior or after the move out inspection. If you do not give us an address and the refund is not forwarded to you or returned to our office you will be accountable for the cost of a stop payment.

3. Deposits will be split equally between all parties on the lease. If you wish for it to be divided any other way, you must put in writing and ALL tenants must sign an agreement. This must be given at the move out inspection. NO EXCEPTION. If no address is given, 1 check will be written, with all names on it.

WE ARE TRYING TO GIVE YOU ALL OF THIS INFORMATION TO MAKE THIS A SMOOTH MOVE OUT FOR EVERYONE. Our company subcontracts out all repair/cleaning and has no affiliation with any of the companies. What this means is that we make zero off of any work done. If you leave a unit back to us dirty it will be cleaned, damaged, it will be repaired, and you will be charged accordingly. We do not hold your deposit and do not make any money off it so we only do what needs to be done. We do not want disputes after the move out, so again we are giving this to you now. I can tell you what to do, but can't force you to do it. If you dispute your refund, you will be sent this sheet as a point of reference to what you were told to do. We will only consider disputes that are backed up with pictures or written facts, NOT OPINIONS. Any disputes may be put in writing with all and e mailed to sierraproperty@hotmail.com. All tenants are over the age of 18 and very capable of following these rules. If this is your first time renting, call us and we can walk you through it, schedule your pre walk through, but do not simply pick up and leave a dirty/damaged unit. We have given you all the information and tools to receive a full deposit return. TAKE ADVANTAGE OF IT!!!!!!!

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. No exceptions.

Sometimes, 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. You will never be denied a copy of the lease. Multiple copies may require a copy fee (.10 per page)

WE DO NOT ALLOW PARTIES IN OUR UNITS

1. We do not allow parties in our units. Tenants are typically given 1 warning and if it happens a 2nd time can result in an eviction. EACH TENANT IS ALLOWED TO HAVE A MAX OF 2 GUESTS AT A TIME . So a 5 bedroom home is able to have 15 people (INCLUDING THE TENANTS), at any one time. Any more than that will constitute a party and fines will apply + possible eviciton.

2. We have a security company that patrols all of our properties on a regular basis. This company will stop, if they see party activity and will put a stop to it if needed. All that information is then given to us. YOU WILL ALLOW THEM ACCESS TO THE UNIT IF THEY REQUEST IT I ORDER TO SHUT DOWN A PARTY

THEY WILL HAVE ACCESS TO ANY OUTSIDE AREA INCLUDING FRONT, BACK AND SIDE YARDS.

3. We expect our units to stay in good condition for the duration of time you are living in a unit. We will serve to come in to do repairs on the unit for things that have been damaged in the course of you living in the home. Items that are tenant damaged will be charged back to the tenants and payment will be expected immediately. Things broken from normal wear and tear will be paid by the owner. If we notice broken blinds, missing screens, etc...during drive-bys, a repair person will be called and tenants will be billed when the work is completed. Tenants are aware that we will be coming in to do this work., 24 hour notice will be served.

4. during a drive by if we see trash or garbage, party cups, ect.at a unit, the landscaper will be called and the tenants will be charged for any clean up. THIS INCLUDES BEER PONG TABLE.

Our reason for telling you this now is so that you will know what we expect. We are looking for tenants who pay their rent on time and respect the properties. If your reason for choosing this property is to be close to CSUC, the bars, fraternities, sororities, and to have a place to throw parties, please save yourself, and us the headache. If you sign the lease you have been made aware of our terms and will abide by them

CHARGES WILL BE ENFORCED

THERE WILL BE NO ALCOHOL PERMITTED IN PUBLIC AREAS, INCLUDING THE FRONT YARD AND ANY COMMON AREAS OF THE PROPERTY. THIS INCLUDES YOUR GUEST. IF YOU DO NOT WANT SOMEONE ON THE PROPERTY YOU NEED TO CALL CHICO PD IMMEDIATELY, IF THEY ARE ALLOWED TO STAY, THEY ARE YOUR GUESTS AND YOU ARE ACCOUNTABLE FOR THEIR ACTIONS.

THERE WILL BE NO ONE ALLOWED ON THE ROOF. IF YOU ALLOW ANYONE ON THE ROOF YOU WILL BE ACCOUNTABLE FOR THE COST OF A ROOF INSPECTION AND ANY DAMAGE THAT IS FOUND.

NO FURNITURE ON THE ROOF. IF YOU ALLOW FURNITURE ON THE ROOF YOU WILL BE ACCOUNTABLE FOR THE COST OF A ROOF INSPECTION AND ANY DAMAGE THAT IS FOUND.

NO SIGNS, BANNERS, PICTURES, TOWLES, BLANKETS, OR ANY OTHER ITEMS ARE TO BE VISUALLY DISPLAYED ON THE OUTSIDE OF THE PROPERTY INCLUDING BUT NOT LIMITED TO THE PORCHES, BALCONIES, ROOFS, WINDOWS.

THIS IS YOUR OPPORTUNITY TO READ AND UNDERSTAND WHAT IS EXPECTED. UNFORTUNATELY IF YOU COMET O US AFTER THE FACT AND SAY “WE DID NOT REALIZE THE REALIZE THE TERMS, OR DID NOT READ THE LEASE,” THAT IS YOUR ERROR. WE ARE TELLING YOU IN BIG BOLD LETTERS NOW, SO YOU HAVE NO EXCUSE LATER.

ALL REQUEST FOR THIS UNIT, INCLUDING INFORMATION, WORK ORDERS, DISPUTES MUST COME FROM THE TENANTS. WE WILL NOT HONOR REQUEST FROM ANY OTHER PARTY.

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

1. _____

TENANT SIGNATURE

DATE

2. _____

TENANT SIGNATURE

DATE

3. _____

DATE TENANT SIGNATURE

PHONE E MAIL ADDRESS

4. _____

DATE TENANT SIGNATURE

PHONE E MAIL ADDRESS

5. _____

DATE TENANT SIGNATURE

PHONE E MAIL ADDRESS

6. _____

DATE TENANT SIGNATURE

PHONE E MAIL ADDRESS

7. _____

DATE TENANT SIGNATURE

PHONE E MAIL ADDRESS

8. _____

DATE TENANT SIGNATURE

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