

# LEASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
(Day) (Month) (Year)  
\_\_\_\_\_, "Owner/Agent", whose address and phone  
(Name of Owner/Agent)

number are \_\_\_\_\_,  
(Address and Telephone of Owner/Agent)

and \_\_\_\_\_ "Resident."

## THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: \_\_\_\_\_, Unit# (if applicable) \_\_\_\_\_,  
(Street Address) CA, \_\_\_\_\_  
(City) (Zip)

2. **RENT:** Rent is due in advance on the \_\_\_\_\_ day of each and every month, at \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_, payable  
(Date)  
at \_\_\_\_\_ . Payments made in person may be delivered to Owner/Agent between the  
(Address where payments should be delivered)

hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit (see Owner/Agent for details) and  Cash

If rent is paid after the \_\_\_\_\_ of the month, there will be a late charge of \$ \_\_\_\_\_ assessed. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ \_\_\_\_\_, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ \_\_\_\_\_  
 prior to taking possession of the unit or  no later than \_\_\_\_\_ (check one).

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **TERM:** The term of this Agreement is for \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, at which time this  
(Term) (Date) (Date)

Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. The month-to-month tenancy created thereafter may be terminated by the Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy.



5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

6. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

<u>Name</u>	<u>Birthdate</u>	<u>Name</u>	<u>Birthdate</u>
<u>Name</u>	<u>Birthdate</u>	<u>Name</u>	<u>Birthdate</u>

7. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or \_\_\_\_\_ shall be kept or allowed in or about the premises.

8. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

9. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

10. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

11. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident  is  is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

12. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except:

13. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.



16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
17. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
18. **SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
19. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
20. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
21. **ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

_____ Resident Policies & Rules	_____ Smoke Detector Agreement	_____ CC& R
_____ Move-In/Move-Out Itemization	_____ Pet Agreement	_____ Drug Free Housing
_____ Pest Control Notice	_____ Asbestos Addendum	_____ Proposition 65 Brochure
_____ Satellite Addendum	_____ Lead Disclosure Addendum	_____ Other: _____
_____ Pool Rules	_____ Mold Addendum	_____ Other: _____

22. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
23. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
24. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:  
 the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ \_\_\_\_\_, plus court costs.  
 or  each party shall be responsible for their own attorneys' fees and court costs.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent



# RESIDENT POLICIES AND RULES "HOUSE RULES"

## I. GENERAL

1. This document is an addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ "Owner/Agent," and \_\_\_\_\_ "Resident," for the premises located at: \_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address) \_\_\_\_\_, CA \_\_\_\_\_,  
(City) \_\_\_\_\_ (Zip)
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than \_\_\_\_\_ days in a \_\_\_\_\_ month/year (circle one) period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.

## II. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of \_\_\_\_\_ p.m. and \_\_\_\_\_ a.m.

## III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



**IV. SAFETY/SECURITY**

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

**V. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

**VI. PARKING**

1. Number of parking spaces assigned to Resident's unit \_\_\_\_\_. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
3. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Resident*



**UNAUTHORIZED REPRODUCTION  
OF BLANK FORMS IS ILLEGAL**



# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure (initial)

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

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

## Lessee's Acknowledgment (initial)

\_\_\_\_ (c) Lessee has received copies of all information listed above

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

## Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



**MOLD NOTIFICATION ADDENDUM  
TO RENTAL AGREEMENT/LEASE AGREEMENT**

Page \_\_\_\_\_  
of agreement

THIS AGREEMENT made and entered into between \_\_\_\_\_, "Owner/Agent"  
and \_\_\_\_\_, "Resident".

Resident is renting from Owner/Agent the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent



## TIP SHEET ON MOLD

Residents can help minimize mold growth in their homes by taking the following actions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, use a fan to circulate the air.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50 and 75 degrees at all times.
- Clean and dust your home on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfection cleaner (or water and bleach).
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, such as countertops, windows and windowsills.
- Use the preinstalled bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or running the dishwasher, allowing the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp clothing, linens, or other cloth materials to lie in piles for an extended period of time.
- Immediately report to the management office (1) any water leak or excessive moisture in your home, storage room, garage, or any common area. Or (2) any musty odors that you notice in your home.
- Immediately report to the management office any evidence of mold growth that you cannot remove by wiping with a common household cleaner. Report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any malfunction with your heating, ventilation, air-conditioning system or laundry system. Do not block any heating, ventilation or air conditioning ducts in your home.
- Immediately report to the management office any inoperable doors or windows.



# CALIFORNIA LEASE ADDENDUM FOR CRIME/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, OWNER and RESIDENT/ LESSEE agree as follows:

1. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE's household, or a guest or other person under the RESIDENT/LESSEE's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE's household, or a guest or other person under the RESIDENT/LESSEE's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. RESIDENT/LESSEE or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. RESIDENT/LESSEE or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises.
5. RESIDENT/LESSEE, any member of the RESIDENT/LESSEE's household, or a guest or other person under the RESIDENT/LESSEE's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
6. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease.
7. Failure to comply with this provision is considered a material, non-curable breach of the lease and will result in a Three Day Notice to Quit being served upon RESIDENT/LESSEE requiring that RESIDENT/LESSEE, every member of RESIDENT/LESSEE's household, or a guest or other person(s) under RESIDENT/LESSEE's control shall vacate said premises within three days, all in accordance with California law. California law provides for an extraordinary remedy to regain possession when illegal activity is being carried out on or near the premises which constitutes a public or private nuisance.
8. In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.
9. This Lease Addendum is incorporated into the lease executed or renewed this day between OWNER (OR OWNER'S AGENT) and RESIDENT/LESSEE.

\_\_\_\_\_  
OWNER'S AGENT

\_\_\_\_\_  
RESIDENT/LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-RESIDENT/LESSEE

\_\_\_\_\_  
DATE

# APPLICATION FOR RENTAL

## Maury Corp Office

Notice: All adult applicants (18 years or older) must complete a separate application for rental.

APARTMENT	RENT	START DATE	AGENT
<b>APPLICANT INFORMATION</b>			
LAST NAME	FIRST NAME	M.I.	SSN
			DRIVER'S LICENSE #
BIRTH DATE	HOME PHONE ( )	WORK PHONE ( )	EMAIL
<b>CURRENT ADDRESS</b>			
STREET ADDRESS		CITY	STATE ZIP
DATE IN	DATE OUT	LANDLORD NAME	LANDLORD PHONE ( )
MONTHLY RENT \$	REASON FOR LEAVING		
<b>PREVIOUS ADDRESS</b>			
STREET ADDRESS		CITY	STATE ZIP
DATE IN	DATE OUT	LANDLORD NAME	LANDLORD PHONE ( )
MONTHLY RENT \$	REASON FOR LEAVING		
<b>OTHER OCCUPANTS</b>			
LIST NAMES AND BIRTH DATES OF ALL ADDITIONAL OCCUPANTS 18 YEARS OR OLDER			
LIST NAMES AND BIRTH DATES OF ALL DEPENDANTS 18 YEARS OR YOUNGER			
<b>PETS</b>			
PETS?	DESCRIBE		
<b>EMPLOYMENT &amp; INCOME INFORMATION</b>			
1. OCCUPATION	EMPLOYER/COMPANY		MONTHLY SALARY \$
SUPERVISOR NAME	SUPERVISOR PHONE ( )	START DATE	END DATE
2. OCCUPATION	EMPLOYER/COMPANY		MONTHLY SALARY \$
SUPERVISOR NAME	SUPERVISOR PHONE ( )	START DATE	END DATE
1. OTHER INCOME DESCRIPTION			MONTHLY INCOME \$
2. OTHER INCOME DESCRIPTION			MONTHLY INCOME \$
<b>EMERGENCY CONTACT</b>			
1. NAME	ADDRESS	PHONE ( )	RELATIONSHIP
2. NAME	ADDRESS	PHONE ( )	RELATIONSHIP
<b>PERSONAL REFERENCES</b>			
1. NAME	ADDRESS	PHONE ( )	RELATIONSHIP
2. NAME	ADDRESS	PHONE ( )	RELATIONSHIP

<b>BACKGROUND INFORMATION</b>		
<b>HAVE YOU EVER:</b>	Filed for bankruptcy?	Willfully or intentionally refused to pay rent when due?
	Been evicted from a tenancy or left owing money? If yes, please provide Property Name, City, State, and Landlord Name. <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Been convicted of a crime? If yes, please provide Type of Offense, County, and State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>VEHICLE INFORMATION</b>		
<b>1. MAKE &amp; MODEL</b>	<b>YEAR</b>	<b>LICENSE NO. &amp; STATE</b>
<b>2. MAKE &amp; MODEL</b>	<b>YEAR</b>	<b>LICENSE NO. &amp; STATE</b>
<b>OTHER VEHICLES</b>		
<b>OTHER INFORMATION</b>		
<b>HOW DID YOU HEAR ABOUT THIS PROPERTY?</b>		
<b>PLEASE INCLUDE ANY OTHER INFORMATION YOU BELIEVE WOULD HELP TO EVALUATE THIS APPLICATION</b>		

I hereby apply to lease the above described premises for the term and upon the conditions above set forth and agree that the rental is to be payable the 1st day of each month in advance. I warrant that all statements above set forth are true.

I hereby give my permission to communicate with my current and former landlord or property manager for the purpose of discussing any and all of the facts and circumstances of my current or former tenancy, as well as the other information listed above. I also give my permission to communicate with my current employer(s) and/or supervisor(s) for the purpose of verifying the employment information listed above. I understand there are no limitations or restrictions regarding what may be discussed or revealed. I am aware that a credit history, eviction search and criminal background check will be done in conjunction with my application. I understand that I may have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

\_\_\_\_\_  
(Signed/Applicant)

\_\_\_\_\_  
Date



## Consumer Report Disclosure and Authorization

In connection with my application for housing, I understand that Maury Corp Office may obtain one or more consumer reports, which may contain public information, for the purposes of evaluating my application. These consumer reports will be obtained from one or more of the following consumer reporting agencies:

- **Equifax**, E.C.I.F., P.O. Box 740241, Atlanta, GA, 30374-0241, (800) 685-1111
- **Trans Union**, Regional Disclosure Center, 1561 Orangethorpe Ave., Fullerton, CA, 92631, (714) 738-3800
- **Experian (TRW)**, Consumer Assistance, P.O. Box 949, Allen, TX, 75002, (888) 397-3742
- **On-Site Manager, Inc.**, P.O. Box 1514, Los Altos, CA, 94023-1514, (877) 222-0384

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Under California law, these consumer reports are defined as investigative consumer reports. These reports may contain information on my character, general reputation, personal characteristics and mode of living. In connection with my application for housing, I authorize Maury Corp Office to obtain a consumer report from the consumer reporting agencies listed above.

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

Name Printed: \_\_\_\_\_

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

If you would like to receive a copy of any investigative consumer report at no cost to you, please initial here: \_\_\_\_\_

If you would like to receive a copy of any credit report at no cost to you, please initial here: \_\_\_\_\_

**PLEASE NOTE:**

Under Section 1786.22 of the California Civil Code, if you wish to dispute the accuracy or completeness of any item in the consumer report, you may contact the consumer reporting agency named above and request an investigation. You also may view the file maintained on you by the above credit reporting agency during normal business hours. You can receive a copy of your file by providing proper identification and paying any related-copy costs. You may also receive a summary of the file by telephone. The agency is required to have employees available to explain your file to you, and they must explain any coded information in your file. You can bring someone with you to view the file, so long as they have identification.