

## LEASE/RENTAL AGREEMENT

This agreement is made and executed on \_\_\_\_\_ by and between Campos Rental Properties (Landlords) and \_\_\_\_\_ (Tenants). In consideration of the payments of rents and the performance of the covenants contained herein on the part of the Tenants, we lease them the following property known as \_\_\_\_\_, Chico, CA 95928.

This agreement is made subject to the following terms and conditions for which the Tenants promise and agree to perform and abide by:

1. **Rent/Term:** The term of this agreement shall be for a fixed period of time, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. The first installment of this lease is \$ \_\_\_\_\_ and due \_\_\_\_\_. Each additional installment of \$ \_\_\_\_\_ is due on the 1<sup>st</sup> day of every month thereafter until the total amount of \$ \_\_\_\_\_ is paid.
2. **Late Rent:** Rent is considered late if not paid by the 5th of each month. A \$25.00 late fee per Tenant will be assessed. If any Tenant fails to pay rent on time, the Landlord may issue a 3-day notice to pay or quit.
3. **Hold-over:** Tenants shall not hold-over after the term of the lease without written permission of Landlord. Should any Tenant breach this covenant, Tenant agrees to pay Landlord \$150.00 fee plus triple rent per day for each day they maintain possession.
4. **Security Deposit:** A Security deposit of \$ \_\_\_\_\_ is due upon signing the lease. Under no circumstances shall the Tenant apply the security deposit to any rent payments. Of this amount, Tenants agree that Landlord will apply \$ \_\_\_\_\_ for the professional cleaning of the carpets upon move-out. Tenants agree to monetarily compensate Landlord should damages exceed the amount of their deposit. If full deposit return is not warranted, deductions will be made and the balance sent to the Tenants, in a single check, along with an itemized accounting of said deductions within 21 days of Tenants giving notice that unit is totally vacant. Owner may withhold from the security deposit such amounts as are reasonably necessary to remedy Tenant defaults as follows:
  - A. in payment of rent, late fees, bounced check fees, or
  - B. to repair damages to the premises caused by Tenant or their guests, exclusive of ordinary wear and tear, or
  - C. to clean such premises, if necessary, upon termination of the tenancy.
5. **Returned Checks:** There will be a \$25.00 service charge on Tenant's check returned to Landlord by the Bank to cover all bank charges and accounting fees incurred by Landlord. If Tenant has a check returned from the bank for insufficient funds, Landlord may, at his option, require payments of cash or money order for the following 3 months.
6. **Pets:** Tenants agree that they will not keep in or about said premises any pet or visiting pet without written permission of the Landlord. If this covenant is violated, Tenants agree to pay on demand a \$200.00 rental fee and are given 3 days in which to dispose of the pet(s).
7. **Keys:** All keys are marked "Do Not Duplicate". If a key is lost, there will be a \$25.00 charge to replace said key. If the Tenants want their doors re-keyed during the term of the lease, the cost will be \$50.00 for the first lock and \$15.00 for each additional lock, plus \$5.00 per key. If a key was lost and Tenant elects to not change the locks during the term of the lease or all keys are not returned at the end of the lease, Landlord will change locks and charge Tenants out of the their deposit. This is for the sole security of the new Tenants moving into said premises.
8. **Condition of property:** Tenants agree that the leased premises are now in good condition unless otherwise noted in writing within 7 (seven) days after Tenants take possession of said premises. They agree to keep and maintain premises in good and sanitary order and condition, and that no alteration, repair, or change, including the addition of deadbolts or keyed door knobs on any interior door, shall be made without written consent of Landlord. Tenants understand that the use of nails, tape, and screws will cause damage to walls, doors, and woodwork and agree to repair and repaint damaged surfaces with original color, if needed. Tenants agree to return to Landlord at the end of this agreement, the premises in the same condition less normal wear and tear as they received it at the beginning of their tenancy.
9. **Damage/Repairs/Trash:** Tenants agree not to injure or deface the premises and agree to pay for all damages to said premises, furnishings, appliances, windows, and their coverings and screens caused by themselves or their guests. This includes clogged toilets and/or sewer lines and garbage disposals. Labor for repairs by our in-house maintenance person will be \$35/hour or whatever the cost is if done by an outside company. These bills will be due within 30 days. Any trash that exceeds the trash containers supplied by Landlord and requiring an extra pickup or cleanup of the trash area will be charged to the Tenants at \$35/hour or whatever the trash company charges. Any couches or other large furniture items will be charged at \$25 per item, in addition to the hourly charge. All of these charges will be due within 30 days of billing.

10. **Personal Property Insurance:** The Landlord strongly recommends the Tenant purchase "Renter's Insurance" because the Landlord does not insure the loss or damage of Tenant's personal property.
11. **Guests/Sublet Rules:** Tenant shall not sublet any portion of said premises or assign this agreement without prior written consent of Landlord. Landlord shall not withhold consent unreasonably. Tenant acknowledges that they are not absolved of their obligations of the terms of this lease and remain jointly and severally liable as set forth. A fee of \$100 will be charged for completion of paperwork to sublet. Landlord reserves the right to invoke Civil Code 1951.4, "Lock-in Provision". Occupancy by guests for more than 10 days in any 6-month period is prohibited without written consent of Landlord and shall be considered a breach of this agreement.
12. **Right to enter:** The Landlord, his agents or employees may enter the dwelling:
  - A. In case of emergency, or
  - B. When the Tenant has abandoned or surrendered the dwelling, or
  - C. To make necessary or agreed upon repairs, decorations, alterations, or improvements, to supply necessary or agreed upon service, or to exhibit the dwelling unit to prospective or actual purchasers or tenants, lenders, workmen, or contractors, providing the Tenant is given reasonable notice of Landlord's intent to enter with entrance during normal business hours (8:00am – 5:00PM, Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary.
13. **Utilities:** Tenants shall pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of Tenants except garbage and water.
14. **Phone/Cable/Satellite Dish:** Landlord will provide and maintain one usable phone jack and one usable cable outlet to the dwelling in a location to be determined by the Landlord. Tenants are responsible for all costs incurred for phone and cable service and for any additional phone lines/jacks and/or cable outlets they may wish to have active. Tenants will be responsible for all costs incurred to provide and maintain additional lines or jacks. Tenants agree that they will not install any additional lines or jacks without the Landlord's knowledge and written permission. Satellite dishes may not be attached to the house or fence and require Landlord's permission for any other locations.
15. **Smoke Detectors:** The premises are equipped with smoke detector devices and the Tenant acknowledges the smoke detectors are in good working condition at time of initial occupancy. If the smoke detectors are battery operated, each Tenant understands that it shall be Tenant's responsibility to:
  1. Ensure that the battery is in operating condition.
  2. Replace the battery as needed.
  3. If, after replacing the battery, the smoke detector does not work, immediately informing the owner or authorized agent in writing.
16. **House Rules:**
  - A. Smoking, of any kind, is prohibited within the dwelling at all times. This includes the use of any water-filled apparatus. Failure to abide by this rule may result in increased deductions from the deposit for damage caused by smoke.
  - B. Parties with more than 25 guests are not allowed.
  - C. Kegs of beer, live music, or DJ music are not allowed.
  - D. "Beer Pong" tables may not be visible from the street or placed on any lawn area; they may also not be used inside the unit.
  - E. For safety reasons, open flames are not allowed inside the unit and on covered porches; this includes, but is not limited, to candles and barbecues.
  - F. The porches and grounds of dwelling must be well maintained at all times. Dilapidated couches or chairs are not allowed on the porch or grounds at any time. Empty bottles and cans, overflowing ashtrays, cigarette butts, and other trash shall not be visible from the street.
  - G. Tenants agree not to park any vehicles in driveways or parking lots that leak or drip oil or any other fluid. Landlord will have area cleaned up at tenant's expense if needed. Tenants also agree that driveways and parking lots are for tenant use only and will not have their guests park in these areas. Inoperable vehicles are not allowed in parking lots.
  - H. Trampolines are not allowed.
  - I. All bicycles must be parked in designated bike racks if provided. At no time may bicycles be locked up in garden areas or walkways.
  - J. There will be no couches, "pong" tables, slip-n-slides, or swimming pools, etc placed on lawn areas.
  - K. Carpets should be vacuumed weekly. If, after inspection by a licensed carpet care company, it is determined that minimum cleaning standards have not been met, Tenants will be responsible for the wear beyond normal wear and tear.
17. **Yard Care:** The Landlord will provide basic yard care throughout the year, including mowing,

pruning, and leaf removal as needed at Landlord's discretion. In addition,

- A. Landlord will provide either an automatic sprinkler system or Tenant will be responsible to water entire property with hoses and sprinklers provided by Landlord. In either case, Tenant must notify Landlord of any defects in the sprinkler system.
- B. Tenant will not deface, prune, break, remove, or allow to be damaged any shrubs, plants, trees or bushes. This includes damage caused by their failure to water or report faulty sprinkler systems.
- C. Tenants will not deposit or allow guests to deposit any cigarette butts, bottles, bottle caps, cans or paper trash on any lawn areas, walkways, or garden areas.
- D. Tenants will not place any furniture that is not specifically designated "lawn furniture" on lawn areas. All lawn furniture must be removed from lawn areas prior to the designated mowing day.
- E. Any trash related to a party or other gathering must be cleaned up by 12 PM the following day. This includes the subject property and adjacent neighbors.
- F. Tenants will keep all walkways, porches, and stairways free of leaves that may become wet and slippery and cause a danger to themselves or their guests.
- G. Tenants agree that they are only leasing the dwelling stated above and that all areas surrounding said dwelling, i.e. parking spaces, lawn areas, garden areas, fenced areas, etc. are for their enjoyment only and remain under control of the Landlord.

Should Tenants breach any of the responsibilities as outlined above, the Landlord will issue a written notice of said breach. If Tenant does not cure the breach within 48 hours, Tenant understands that Landlord will hire an independent contractor to cure the breach at Tenant's expense. If Landlord finds it is necessary to issue a second notice for breach of agreement during the term of the Lease, Landlord, at his discretion, may hire an independent contractor at the Tenant's expense for the duration of the Lease to perform the duties as outlined above to assure that the property is maintained according to the terms of this agreement.

18. **Communication:** All communication between Landlord and Tenant shall be done in writing using postal mail or email. Email is considered a mechanism for official communication between Tenant and Landlord. The Landlord and the Tenants have the right to expect that such communications will be received and read in a timely fashion. Tenant provides Landlord with the following email address as the official email address for this tenancy: \_\_\_\_\_ and Landlord provides the following address: [camposrentals@sbcglobal.net](mailto:camposrentals@sbcglobal.net). Changes to email addresses must be made in writing to either party within 7 days.

19. **Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

20. **Legal Action:**

- A. The undersigned Tenants, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this agreement, including the payment of the total monthly installment of rent. Non-payment or partial payment of rent by any individual tenant shall not absolve each tenant of the responsibility for the full monthly installment of rent.
- B. Tenants understand that that the landlords' obligation to deliver possession of the unit is contingent upon the current tenant vacating the unit and moving out all their personal property. The parties to this lease acknowledge that failure of the current tenant to deliver possession will cancel this lease and all deposit money and prepaid rent shall be returned. Neither party may claim damages from the failure to deliver possession.
- C. If Tenants do not meet minimum income and length of time on job criteria, they each must provide a personal guarantor. The guarantor must be related to you, be over 21 years old, reside in California, and must have worked at the same job for more than two years. The Guarantee of Rental form must be completed and turned in at the time the lease is signed.
- D. Tenants shall not violate any Government law in use of said premises, commit waste, or nuisance, annoy, molest or interfere with the quiet enjoyment of any other Tenant or neighbor. The Tenant shall not maintain, keep or allow to be kept or maintained upon said premises any item or permit any acts to be done which are illegal or will cause an increase in the rate of insurance or endanger said premises.
- E. The Tenant shall indemnify Landlord for liability arising prior to the termination of the agreement for personal injuries or personal damage caused or permitted by Tenants or their guests. This does not

waive the “owner’s duty of care” to prevent personal injury or property damage where that duty is imposed by law.

- F. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney’s fees and costs. If any word, sentence or condition of this agreement is deemed unenforceable by a court of law, all remaining sentences, conditions, covenants, and addendum’s shall remain in full force and effect as if the unendurable parts did not exist. Notice to Landlord may be served to Nancy Campos, 774 Hillview Way, Chico, CA 95926.
- G. The waiver of either party of any breach of this agreement shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Landlord of partial or full 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.
- H. In the event that Tenant breaches this rental agreement, Landlord shall be allowed at the Landlord’s discretion, but not by way of limitations, to exercise any or all remedies provided by California Civil Code Section 1951.2 and 1951.4.

21. **Addendums:** By initialing here, Tenant acknowledges that they have read and received:

- A. \_\_\_\_\_ Mold Notification Addendum
- B. \_\_\_\_\_ Asbestos Addendum
- C. \_\_\_\_\_ Lead-Based Paint Disclosure Addendum
- D. \_\_\_\_\_ Other Addendums, as specified:

**The undersigned Tenants agree that this agreement contains all of the provisions of the agreement between the parties and that no promise or agreement not contained herein shall be binding on the Landlord. Each provision of this agreement is fully enforceable by and against individual Tenants regardless of the use of singular or plural form of the word Tenant. Tenants acknowledge having read and understood the foregoing and receipt of a duplicate of the original.**

**Tenant’s signature, permanent address, and phone number**

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

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

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

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

**Landlord’s signature, address, and phone number**

Signature: \_\_\_\_\_ Email: [camposrentals@sbcglobal.net](mailto:camposrentals@sbcglobal.net) Date: \_\_\_\_\_  
Address: 802 W. 5<sup>th</sup> Street, Chico, CA 95928 Phone: 530-891-3434 Fax: 530-345-1121