

CALIFORNIA RENT-TO-OWN (LEASE OPTION) AGREEMENT

1. **THE PARTIES.** This California Rent-to-Own Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

Landlord Name(s): _____ (the "Landlord")

Landlord Address: _____, AND

Tenant Name(s): _____ (the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at _____ to the Tenant (the "Premises").

3. **LEASE TERM.** This lease shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) (the "Lease Term"). At the end of the Lease Term, the Tenant: (check one)

- ☐ - Can continue to lease the Premises on a month-to-month basis, under the same terms as this Agreement.
- ☐ - Must vacate (leave) the Premises.

4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$ _____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.

5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)

- ☐ - The Tenant will be charged a fee of \$ _____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.
- ☐ - There shall be NO Late Fee if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- ☐ - Shall take possession of the Premises before the start of the Lease Term on _____ (mm/dd/yyyy) and agrees to pay a total of \$_____ for the proration period (the "Proration Rent"). The Proration Rent shall be paid by the Tenant upon the execution of this Agreement.
- ☐ - Shall NOT be taking possession of the Premises before the start of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- ☐ - The Landlord requires a payment of \$_____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- ☐ - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

- ☐ - The Tenant will be required to pay a fee of \$_____ per incident.
- ☐ - The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- ☐ - _____ (the "Occupant(s)").
- ☐ - There are NO Occupant(s) in addition to the Tenant.

10. MOVE-IN INSPECTION. Before, at the time of, or shortly after move-in, the Landlord and Tenant: (check one):

- ☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.
- ☐ - Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

☐ - Furnished (or will be furnished) with the following items:

_____.

☐ - NOT furnished.

12. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

13. PARKING. The Tenant (check one):

☐ - Is allotted _____ (#) parking space(s):

☐ - Free of charge (included in the Rent).

☐ - At a cost of \$_____ to be paid ☐ upon start of Agreement ☐ monthly.

☐ - Is NOT provided parking.

14. PETS. The Tenant is: (check one)

☐ - Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of \$_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

☐ - NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following area(s): _____.

☐ - Prohibited on the Premises and all Common Areas.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant is to be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be forwarded to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

☐ - Has the right to terminate this Agreement by providing _____ (#) days' notice to the Tenant.

☐ - Does NOT have the right to terminate this Agreement.

17. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: _____

Tenant Mailing Address: _____

18. ACCESS. Upon the beginning of the proration period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give the Tenant access in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or subtracted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice to inspect and make necessary repairs/alterations/improvements for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

20. ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

21. NOISE. The Tenant agrees not to cause or allow any noise or activity on the Premises which might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.

22. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant can stay on the Premises for periods not lasting for more than forty-eight (48) hours, unless otherwise approved by the Landlord in writing.

23. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing as to provide the Landlord with ample time to seek the most appropriate route for providing said modifications to the Premises.

24. WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in a good, clean, and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged by the Tenant's misuse, waste, or neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

27. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under California statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

- 28. ABANDONMENT.** Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the California-mandated minimum time period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.
- 29. POSSESSION.** The Tenant has examined the condition of the Premises, and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent and fees, including any fee paid by the Tenant during the application process before the execution of this Agreement.
- 30. ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.
- 31. JOINT AND SEVERAL.** If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 32. HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises other than for everyday cooking or the need of an appliance includes, but is not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- 33. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 34. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.
- 35. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any

claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

36. GOVERNING LAW. This Agreement shall be governed by the laws of the state of California.

37. LEAD-BASED PAINT. The Premises (check one):

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS.

39. MEGANS LAW. 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. 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 the offender resides.

40. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term. IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ **Date:** _____

Printed Name: _____

REQUIRED DISCLOSURES

- 1. DEMOLITION.** As per CIV Code § 1940.6, the Landlord must give written notice prior to the signature of the rental agreement if they have applied for a permit to demolish the premises.
- 2. ORDNANCE LOCATIONS.** In order to satisfy CIV Code § 1940.17(b), if there are any former state or federal ordnance locations in the neighborhood, the Tenant must be notified.
- 3. PEST CONTROL.** If the Landlord has been periodically hiring a pest control company, then Tenants should be given a notice from that company in order to comply with CIV Code § 1940.8c.
- 4. SHARED UTILITIES.** The Landlord must inform the Tenant if there is a shared gas or electricity meter and explain how costs will be shared between tenants as per CIV Code § 1940.9.
- 5. METHAMPHETAMINE CONTAMINATION.** In accordance with CIV Code § 25400.28(b), written notice must be provided to prospective tenants if the rental property has been contaminated with methamphetamine and if the property is subject to remediation. Additionally, a copy of the remediation order must be given to the Tenant, and the Tenant must state in writing they have received a copy of this order.
- 6. JUST CAUSE.** The Landlord is required to provide the following notification or lease provision to the Tenant unless the real property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

OPTION TO PURCHASE ADDENDUM

This Option to Purchase Addendum (the "Addendum") is made this _____ (mm/dd/yyyy) and is attached to this Agreement.

1. **CONSIDERATION.** For this Addendum and the Tenant's option to exercise the purchase of the Premises, the "Consideration" shall be known as: (check one)

- ☐ - Monthly Rent. The Tenant's monthly non-refundable Rent shall be considered as Consideration under this Addendum and for all legal intents and purposes.
- ☐ - Specified Amount. \$ _____ shall be considered as Consideration and shall be attributable to the Purchase Price at Closing. The Consideration shall be subject to the same refundable rights as the Deposit described in this Addendum.
- ☐ - Other. _____.

2. **OPTION TO PURCHASE.** The Landlord hereby grants the Tenant an option to purchase the Premises under the following terms: (check one)

- ☐ - Fixed Price. \$ _____ (the "Purchase Price") shall be determined as the Purchase Price for the Premises.
- ☐ - First Right of Refusal. The Tenant shall have the right to step in the place of any buyer that provides a qualifying offer to purchase the Premises. The Tenant shall have a period of ten (10) days to accept and continue the terms of the buyer's offer and, if accepted, shall be given ninety (90) days to close on the Premises.
- ☐ - Negotiate in "Good Faith". The Landlord and Tenant agree to negotiate "in good faith" to reach mutually agreeable terms to facilitate a sale of the Premises.
- ☐ - Other. _____.

3. **TERM OF OPTION.** The Tenant shall have the option to purchase the Premises as described in Section 2 of this Addendum: (check one)

- ☐ - Lease Term. The Tenant shall hold the rights under this Addendum until the end of the Lease Term.
- ☐ - Fixed Term. The Tenant shall hold the rights under this Addendum starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy).
- ☐ - Perpetuity. The Tenant shall hold the rights under this Addendum in perpetuity (endless duration) without the option of being revoked by the Landlord.
- ☐ - Other. _____.

- 4. EXERCISING OPTION.** The Tenant shall hold the right to exercise an option to purchase the Premises under Sections 2 & 3 of this Addendum by sending a notice (via Certified Letter with return receipt) to the Landlord's address for notices listed in the Agreement.

When exercising the option to purchase, the Tenant shall be required to: (check one)

☐ - Pay a Deposit. The Tenant shall be required to pay a deposit in the amount of \$_____ (the "Deposit") that shall be credited towards the Purchase Price.

☐ - NOT Pay a Deposit. The Tenant shall not have to pay a Deposit as part of exercising their option to purchase the Premises.

- 5. CONVERTING TO AGREEMENT.** When the Tenant exercises the option to purchase the Premises, the Parties agree to: (check one)

☐ - Execute a New Agreement. The Landlord and Tenant agree to execute a purchase agreement that matches the terms and conditions of this Addendum within ten (10) days of the Tenant exercising their right to purchase the Premises. Any refusal to sign a purchase agreement by the Landlord shall result in a breach of specific performance.

☐ - NO New Agreement Required. The Landlord and Tenant shall be required to act within the terms of this Addendum.

- 6. FINANCING.** If the Tenant exercises the option to purchase the Premises, this Addendum shall: (check one)

☐ - Subject to Financing. The Tenant's ability to purchase the Premises is predicated on their ability to obtain financing within _____ business days (the "Financing Period") of exercising the option to purchase with: (check one)

☐ - Third (3rd) Party Financing

☐ - Seller Financing under the following terms:

a.) Loan Amount: \$_____

b.) Down Payment: \$_____

c.) Interest Rate (per year): _____%

d.) Term: _____ ☐ Months ☐ Years

If the Tenant is not able to obtain financing within the Financing Period, the Deposit shall be refunded to the Tenant.

☐ - NOT be Subject to Financing. If the Tenant does not receive adequate financing to purchase the Premises by the Closing, the Deposit shall be non-refundable and paid to the Landlord.

7. INSPECTION PERIOD. After the Tenant exercises the option to purchase, they shall: (check one)

☐ - Have an Inspection Period. They shall have a total of ____ (#) business days (the "Inspection Period") to perform their own inspections, tests, and investigations to verify any information provided by the Landlord. The Tenant agrees to forward any and all reports from such inspections to the Landlord at no cost. After all inspections are complete, the Tenant shall have an additional ____ (#) business days from the end of the Inspection Period to display any material defects on the Premises to the Landlord. If there is no mutual agreement within ____ (#) business days of the Tenant presenting the material defects, the Tenant shall be able to collect and be refunded the full amount of the Deposit.

☐ - NOT Have an Inspection Period. The Tenant shall be able to perform inspections, tests, and investigations to verify any information provided by the Landlord prior to Closing. Although, the Tenant shall not be entitled to a refund of the Deposit if material defects are found on the Premises. The Tenant is agreeing to purchase the Premises on an "AS IS, WHERE IS" condition.

8. FIXTURES. The sale of the Premises includes the transfer of the Landlord's right, title, and interest, if any, to all real estate, buildings, improvements, appurtenances, and: (check one)

☐ - All Fixtures. All fixtures currently on the Premises shall be transferred to the Tenant at Closing.

☐ - NOT All Fixtures. The Landlord shall retain ONLY the following fixtures after Closing: _____.

9. PERSONAL PROPERTY. In addition to the sale of the Premises, at Closing the Tenant: (check one)

☐ - Shall acquire the following personal property from the Landlord: _____.

☐ - Shall NOT acquire any personal property from the Landlord.

10. RENT ATTRIBUTABLE. The Rent paid by the Tenant: (check one)

☐ - Shall have a portion of \$_____ taken from each payment, which shall be attributable and credited towards the Purchase Price at Closing.

☐ - Shall NOT be attributable and credited towards the Purchase Price at Closing.

11. CLOSING COSTS. The costs attributed to the Closing of the Property shall be the responsibility of: (check one)

- ☐ - Tenant
- ☐ - Landlord
- ☐ - Both Parties

The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. The Tenant and Landlord agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Landlord to convert the deposit to cash no later than the next business day.

12. REAL ESTATE COMMISSION. It is agreed by the Landlord and Tenant that a: (check one)

☐ - Commission is NOT Due. Whether or not a real estate agent helped to facilitate the terms of this Addendum, a real estate commission shall not be due to any licensed real estate agent upon Closing.

☐ - Commission is Due. It is known between the Landlord and Tenant that the following licensed real estate agent assisted in the facilitation of this Addendum:
_____ (Agent Name) of _____ agency
(the "Agent"). The Agent shall be owed a real estate commission of ____% of the Purchase Price. Such commission shall only be due and payable at the Closing and after the deed has been recorded.

13. CLOSING. The Tenant is required to complete the purchase of the Premises within _____ (#) business days after the Tenant exercises the option to purchase the Premises or earlier at an office of a title company to be agreed upon by the Landlord and Tenant (the "Closing"). Any extension of the Closing must be agreed upon, in writing, by the Landlord and Tenant. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by the Landlord.

a.) Marketable Title. Landlord shall convey title to the property by warranty deed or equivalent.

14. EXCLUSIVITY OF OPTION. This Addendum is exclusive, non-transferrable and non-assignable. The powers contained in this Addendum shall exist exclusively for the Tenant and shall not be conveyed, transferred, or delegated to any such third (3rd) party. In the event of death of the Tenant, this Addendum shall be considered null and void with no rights for any heirs of the Tenant's estate.

15. ENTIRE AGREEMENT. This Addendum contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Addendum supersedes all prior agreements and understandings, whether oral or written, in connection therewith.

16. EXECUTION. IN WITNESS THEREOF, the Parties have caused this Addendum to be executed on the day and year first above written.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ **Date:** _____

Printed Name: _____

AB 1482 Just Cause and Rent Limit Exemption Addendum

California Civil Code § 1946.2 & § 1947.12

Resident(s): _____

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

The terms of this Addendum are intended by the parties to be added to and incorporated into the Rental Agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Owner/agent is providing written notice as required by California Law, Civil Code 1946.2 and 1947.12 with regards to just cause and rent limits.

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Resident(s):

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

Owner/Agent:

_____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

BED BUG DISCLOSURE

(C.A.R. Form BBD, **Revised 12/18**)

(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____,

in which _____ is referred to as ("Tenant")
and _____ is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. **Bed bugs can survive for months without feeding.**
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
625 South Virgil Avenue, Los Angeles, California 90020



SMOKING POLICY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) _____ premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

1. Smoking Policy

Check one:

- ☐ Smoking of tobacco products is **allowed** on the entire property, except: _____
- ☐ Smoking of tobacco products is **prohibited** on the entire property, including individual units, common areas, every building and adjoining grounds.
- ☐ Smoking of tobacco products is **prohibited** on the entire property except the following areas:

- 2. Non-Smoking Areas:** Resident and members of Resident's household shall not smoke tobacco products in area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.
- 3. Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- 4. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- 5. Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.



6. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
7. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		





TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding.

Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

- 2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
- 3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
- 4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





(C.A.R. Form LRM, 4/05)

is referred to as “Landlord” (the term “Landlord” includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

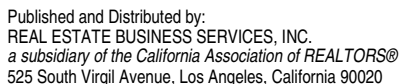
1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

(Print Name) _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2005-2006. CALIFORNIA ASSOCIATION OF REALTORS®. INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

THIS FORM IS AVAILABLE FOR USE BY THE ENTIRE REAL ESTATE INDUSTRY. IT IS NOT INTENDED TO IDENTIFY THE USER AS A REALTOR®. REALTOR® IS A REGISTERED COLLECTIVE MEMBERSHIP MARK WHICH MAY BE USED ONLY BY MEMBERS OF THE NATIONAL ASSOCIATION OF REALTORS® WHO SUBSCRIBE TO ITS CODE OF ETHICS.



LRM 4/05 (PAGE 1 OF 1)

Reviewed by _____ Date _____



LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)