

HOLSTEIN PROPERTIES RENTAL AGREEMENT

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Holstein Properties shall be referred to as "**OWNER**" and

Social Security # _____

Social Security # _____

Social Security # _____

Social Security # _____

Tenant(s)/Lessee(s) shall be referred to as "**RESIDENT(s)**."

As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises known as:

Apartment No. _____, in the city of _____.

Located at _____,

1. TERMS: RESIDENT agrees to pay in advance \$ _____ per month on the **first day of each month**. This agreement shall commence on _____, 20____ and continue on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by **MONEY ORDER or CASHIER CHECK ONLY and no cash will be accepted.**

OWNER acknowledges receipt of the First Month's rent of \$ _____, and a Security Deposit of \$ _____, for a total payment of \$ _____.

All payments are to be made payable to **Holstein Properties** at the following address:

_____ California, and Telephone
Number (_____) _____ who is usually available on the following days: Monday -
Friday from 10am - 6pm

Tenant Initial _____

Landlord Initial _____

3. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: **(PLEASE NOTE: SECURITY DEPOSIT CAN NOT BE USED FOR OR AS PART OF YOUR LAST MONTHS RENT)**

- a) Any unpaid rent
- b) Cleaning costs
- c) Key replacement costs
- d) Costs for repair of damages to apartment and/or common areas above ordinary wear and tear
- e) If tenancy should last 12 months or fewer the Owner may withhold \$150 processing / service fee
- f) Any other amount legally allowable under the terms of this agreement.

A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible.

4. LATE CHARGE: A late fee of \$50 shall be added to any payment of rent not made before **3 days** after the due date. **The due date for rent IS ALWAYS the 1ST of the month.** If a check submitted for payment of rent is returned to the Landlord as non-sufficient funds (NSF) there is a \$100 NSF check fee and the applicable late fee. These fees are due to the Landlord by the 10th of the month. If payment in full is not made by the 10th, the Landlord will be filing with the appropriate court.

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5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except _____.

6. OCCUPANTS: Guest(s) staying over 7 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 7 days unless the expressed written consent of OWNER is obtained in advance:

_____	Social Security #
_____	Social Security #
_____	Social Security #
_____	Social Security #

Tenant Initial _____

Landlord Initial _____

RESIDENT shall pay additional rent at the rate of \$200.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises.

RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings -No liquid-filled furniture of any kind may be kept on the premises. RESIDENT must furnish OWNER with proof of said insurance.

RESIDENT must also comply with Civil Code Section 1940.5. Receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. **NO Pets, fowl, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time,** without obtaining the prior written consent and meeting the requirements of the OWNER.

Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises there shall be an additional rent of \$50.00 a month for each such item if no other amount is not stated in the agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind an additional deposit of the amount of \$750 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto.

RESIDENT is hereby assigned parking space # _____.

RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

_____**TENANT'S Acknowledgment:** TENANT HERE BY AGREES AND GIVES PERMISSION TO THE OWNER AND MANAGER TO HAVE ANY NON-OPERATIONAL VEHICLE(S) REMOVED FROM

Tenant Initial _____

Landlord Initial _____

THE TENANTS DESIGNATED PARKING SPACE AT THE EXPENSE OF THE TENANT. NON-OPERATIONAL & NON-LICENSED VEHICLES ARE NOT ALLOWED TWO OCCUPY ANY PARKING ON THE SITE.

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement. (See Section 14 House Rules)

10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement.

RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law.

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At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean.

Tenant Initial _____

Landlord Initial _____

RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building.

RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism.

RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks.

14. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view.

- ? No persons, pets, or animals of any kind are permitted to occupy the premises other than those listed on the original rental agreement without the express prior written consent of owner or his agent.
- ? Any resident who drinks excessively, uses premises for illegal purposes, or who creates a nuisance will be subject to eviction.
- ? No unnecessary noise due to loud talking, radio, televisions, stereos or musical instruments is permitted. Hours for playing the above with the consideration of other residents are 10:00 a.m. to 9:00 p.m.
- ? No roller-skating, skateboarding or riding bikes on the premises.
- ? Laundry facilities are to be used only during the hours of 8:00 a.m. to 10:00 p.m. Please use machine as instructed and do not overload.
- ? Management is not responsible for damage or theft of personal property. Tenant shall obtain their own renters insurance for this purpose. Please contact: Jim Blaha with Farmers Insurance at (714)639-2525 or an insurance agent of your choice.
- ? Resident is responsible for cost of repairs to plumbing, plumbing fixtures and appliances should damage be caused from negligence or misuse. Foreign items causing stoppage of waste, jamming of mechanisms is considered improper use and repair costs shall be paid for by resident.
- ? Personal items such as bicycles, garbage cans, toys, etc. shall be kept out of view. No rugs, towels, articles of clothing or any such items shall be hung on the exterior of the building, on balconies or in hallways. No mops, brooms or rugs are to be shaken from same, or from open windows.

Draft

Tenant Initial _____

Landlord Initial _____

- ? Highly combustible items such as gasoline are prohibited and shall not be used or stored anywhere on premises.
- ? Damage to the apartment and/or building and it's equipment and furnishings, above and beyond ordinary wear and tear, shall be paid for by resident.
- ? Please do not make any alterations in any way, (i.e., painting, hanging pictures, changing locks), without the prior written permission of owner or agent. Resident will be responsible for the cost of damages beyond ordinary wear and tear.
- ? Residents are responsible for the conduct and cleanup of their children and guests.
- ? Residents are to park vehicles in space assigned to them by owner agent. Any unauthorized parking on premises is subject to towing at vehicle owner's expense. No repair or washing of vehicles is allowed on the premises.
- ? Your rental shall be kept in good and clean condition and free from any objectionable odors and rubbish

_____ **TENANT'S Acknowledgment of House Rules**

_____ **AGENT'S Acknowledgment of House Rules**

OWNER shall not be liable to RESIDENT or RESIDENTS INVITEES for any violation of such rules by any other RESIDENTS or persons. Right of use and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER any time.

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15. CHANGE OF TERMS: Terms and conditions of this agreement are subject to change by OWNER upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

16. TERMINATION: This agreement may be terminated by either party giving to the other a 30 day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice.

The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

17. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel

Tenant Initial _____

Landlord Initial _____

and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

18. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER is held liable for such losses.

RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.

19. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that the RESIDENT temporarily vacate the unit, then the RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that such event RESIDENT shall be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be provided to the RESIDENT. If work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then OWNER shall perform those tasks upon serving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Normal business hours shall be 9:00 AM to 6:00 PM, Monday through Saturday except holidays and 10:00 AM to 5:00 PM on Sundays. Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

20. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

21. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

Tenant Initial _____

Landlord Initial _____

22. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

23. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded. Due to the ever-increasing fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.

24. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

25. INDEMNIFICATION: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

26. Pursuant to Section 179C of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency, if you fail to fulfill the terms of your credit obligation.

27. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER has no knowledge of lead-based paint and/or lead-based paint hazards in the premises.

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

_____ (Initial) **AGENT'S Acknowledgment of Lead Base Paint Disclosure**

_____ (Initial) **TENANT'S Acknowledgment of Lead Base Paint Disclosure and has received the EPA booklet "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"**

Tenant Initial _____

Landlord Initial _____

RESIDENT has received the pamphlet "Protect Your Family From Lead In Your Home." **RESIDENT agrees to promptly notify OWNER in writing of any deteriorated and/or peeling paint.**

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.

28. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Tenant agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. **Tenant also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.**

Resident must provide appropriate climate control, keep the Premises clean and take other measures to retard and prevent mold and mildew from accumulating in the Premises.

- A. Resident shall clean and dust Premises on a regular basis and is to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
- B. Resident shall not block or cover any of the heating, ventilation or air conditioning ducts in the Premises.
- C. Resident shall immediately report to the management office:
 - 1. Any evidence of leak or excessive moisture in the Premises
 - 2. Any evidence of mold or mildew growth that cannot be removed by Resident by scrubbing the growth with a color-coded mold cleaner.
 - 3. Any failure or malfunction in the heating, ventilation, air conditioner or laundry system in the Premises, and
 - 4. Any inoperable doors or windows
- D. Resident shall be responsible for damage to the Premises and Resident's property, as well as injury to Resident or Resident's invites resulting from Residents failure to comply with the above terms.

_____ (Initial) **AGENT'S Acknowledgment of Mold Disclosure and Mold Prevention Tips**

_____ (Initial) **TENANT'S Acknowledgment of Mold Disclosure and Mold Prevention Tips**

Tips on Reducing 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.

Tenant Initial _____

Landlord Initial _____

- ? If possible, maintain a temperature between 50 and 75 degrees at all times
- ? Clean and dust your home on a regular basis. Regular vacuuming, mopping and use on environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth
- ? Periodically clean and dry walls and floor around the sink, bathtub, shower, toilets, windows and patio doors using 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 a 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 areas.
- ? Do not allow damp clothing, lines, 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 moldy odor that you notice in your home.
- ? Immediately report to the management office any evidence of mold growth that you cannot remove by washing with a common household cleaner.
- ? Immediately report to management office any problems 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 management office any inoperable doors or windows.

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29. ADDITIONS AND/OR EXCEPTIONS: _____

30. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house and all notices to OWNER / AUTHORIZED PERSON shall be served to: Person Authorized to Manage Property:

Name: _____
 Address: _____ City: _____ Zip: _____
 Phone Number: (_____) _____

Tenant Initial _____

Landlord Initial _____

Owner of the property or a person who is authorized to act for & on the behalf of the owner for the purpose of service of process, for the purpose of receiving notices, and receipting for all notices & demands.

Name: _____
Address: _____ City: _____ Zip: _____
Phone Number: (_____) _____

Person or Entity Authorized to Receive Payment of Rent:

Name: _____
Address: _____ City: _____
Zip: _____
Phone Number: (_____) _____

31. INVENTORY: The Apartment contains the following items for use by RESIDENT:

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

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33. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

34. RECEIPT OF AGREEMENT: The undersigned RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

35. NOTICE: The Calif. Dept. 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 database of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. This information may be accessed on the WEB at: www.meganslaw.ca.gov.

35. Holstein Properties Requires TWO emergency contacts:

Name	Address	Phone
_____	_____	_____
_____	_____	_____

Name _____ Address _____ Phone _____
Tenant Initial _____
Landlord Initial _____

