

# AGREEMENT TO RENT OR LEASE

1. **PARTIES:** The parties to this Agreement are Larry Landlord Property Owner, (hereinafter called "Lessor"), and Jack Tenant and Jill Tenant Tenant(s), (hereinafter called "Lessee").
2. **AGENCY RELATIONSHIP CONFIRMATION:** Rescom, Inc. Dba Windsor Pacific Property Management is the Exclusive Agent of the Property Owner.
3. **PREMISES:** Lessor hereby rents to Lessee and Lessee hereby hires from Lessor the Premises commonly known as: 123 Main Street, Paradise California, 99999, subject to the terms and conditions, and covenants set out herein, which are a material part of the consideration for this Agreement.
4. **TERM:** This Agreement shall commence on July 15, 2013 and continue (check one only):  
 for 12 months, through July 14, 2014.  
 on a month-to-month basis until either party shall terminate the tenancy by the giving of written notice to the other of intention to terminate at least thirty (30) days prior to the date of termination.
5. **RENT:** The monthly rent for the Premises shall be **\$ 3,000.00** for a total rent of **\$ 36,000.00 (Thirty Sixty Thousand DOLLARS)** through the lease term. Lessee understands the entire rent for each month is due on or before the first (1st) day of the month and agrees to pay the same on that date to Windsor Pacific Property Management at: 231 Market Place #412 San Ramon CA 94583, or at such other location as Lessor shall from time to time designate in writing. Furthermore, Lessee understands that if rent is not paid in full by the first (1st) day of the month, it is considered late and Lessee will be subject to legal action at that time.
6. **LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence of this agreement and every term hereof. If Lessee fails to pay any installment of rent, or any portion thereof, on or before the fifth (5<sup>th</sup>) day after it is due, Lessee shall immediately pay to Lessor a late charge of **\$ 100.00**, which late charge shall be additional "rent" for such rental month. Lessee agrees to pay all late rent and late charges to Lessor in the form of a cashier's check, certified check, or money order. In the event Lessee's check is dishonored, within three (3) days after receiving notice of such dishonored check Lessee agrees to pay Lessor additional rent in the amount of **\$ 25.00**, along with the appropriate additional rent for late payment in the form of a cashier's check, certified check, or money order. Furthermore, Lessee agrees that after the second such dishonored check, all future payments shall be in the form of a cashier's check, certified check, or money order. If Lessor agrees to accept rent paid late this does not waive Lessor's right to reject future late payments.
7. **SECURITY DEPOSITS:** Lessee agrees to pay Lessor, upon execution hereof, the sum of **\$ 3,200.00**, to be held by Lessor to secure Lessee's performance of this Agreement and Lessee's covenants herein: A) Lessor may apply such portion(s) of the deposit as are reasonably necessary to remedy any default(s) by Lessee in the payment of rent or to repair damage to the Premises caused by Lessee or their invitees or licensees, including reasonable repair or replacement of, without limitations, furniture, fixtures, appliances, floors and/or floor coverings, windows, walls and/or wall coverings, or ceilings in or about the Premises. Lessee remains liable for and shall promptly pay Lessor all sums in excess of any deposit required for said repair or replacement purposes. B) If Lessor applies any portion(s) of such deposit to any such purpose prior to termination of this tenancy, Lessee shall promptly pay Lessor the amount necessary to restore the deposit to the original amount. Lessee agrees that no portion of such deposit shall be a reduction of or offset against rent or any payment due Lessor from Lessee hereunder. Lessor's right to possession of the Premises for Lessee's default of any covenant or term herein shall not be in any manner limited because Lessor holds such deposit or any portion thereof. C) Upon termination of the tenancy for any reason, if Lessee does not leave the Premises in as good condition as when received by Lessee from Lessor, reasonable use and wear excepted, Lessor may apply such portion of the deposit as may be reasonably necessary to restore the Premises to such condition including, without limitation, for final cleaning and/or repairs of floors, carpet(s), vinyl, tile, drapes, blinds, windows, walls, fixtures, and appliances. D) Unless otherwise provided by law, Lessor shall have no obligation to segregate any deposit and Lessee shall not be entitled to any interest payment thereon.
8. **USE OF PROPERTY:** The Premises shall be used only as a private residence for no more than 2 adult(s) and 2 child(ren) as previously named in application for residence. Lessee agrees that no occupants in excess of the numbers stated herein and named on the application shall occupy the Premises over two (2) weeks, except upon prior written consent of Lessor. **LESSEE SHALL NOT VIOLATE ANY FEDERAL, STATE, COUNTY OR LOCAL LAW WITHIN THE PREMISES.** No business or commercial activities shall be conducted within the Premises.
9. **UTILITIES:** Lessee agrees to pay for all utilities when due, including any required deposits, fees, charges or assessments related thereto, except Gardener & Pool Service which shall be paid by Lessor. If gardener and/or pest/termite control service is provided, Lessee agrees to give the gardener and pest/termite control personnel access to the Premises when and as scheduled.
10. **TERMINATION BY LESSEE:** A) If the term provided in Paragraph 3 above be for other than month-to-month, this Agreement shall be deemed a lease for said term; any holdover thereafter shall be from month-to-month on the terms and conditions of this Agreement. **LESSOR REQUESTS A MINIMUM THIRTY (30) DAY WRITTEN NOTICE IF RESIDENT WILL NOT BE RENEWING THIS LEASE OR CONTINUING TO RENT ON A MONTH-TO-MONTH BASIS.** B) If the term provided in Paragraph 3 above or by expiration of a lease for a term as provided herein be for month-to-month, Lessee may terminate this tenancy by giving thirty (30) days prior written notice to Lessor. Lessee shall remain liable for the entire rent for said thirty (30) day period. C) any holding over by Lessee beyond said thirty (30) day period without the prior written consent of the Lessor shall be deemed a Tenancy at Sufferance without the consent of the Lessor, and Lessee shall be liable to Lessor for treble rents as damages. D) Lessor may elect to treat the tenancy as not terminated until all personal property of Lessee has been removed from the Premises and/or all keys are returned to Lessor.
11. **CONDITION OF PREMISES:** Lessee has examined the Premises, and has found them to be in good, safe and clean condition and repair, except as otherwise noted on the unit inspection. Lessee agrees, at Lessee's cost sole cost and expense, to maintain the Premises and all appliances, equipment and furnishings in a clean and sanitary condition and in good order and repair, not to alter or install improvements in or about the Premises, and upon termination of tenancy, to return the Premises to Owner in a condition identical to that which existed when Lessee took Occupancy, reasonable use

and wear excepted. Lessee will immediately notify Lessor in writing of any defects, damages or dangerous conditions in and about the Premises of which they become aware.

12. **ENTRY INSPECTIONS:** Resident agrees that Lessor may enter the Premises, with or without Lessee's presence, in the event of an emergency, to make repairs, alterations or improvements, supply necessary or agreed services, make an initial inspection pursuant to Civil Code section 1950.5(f), or exhibit the Premises to prospective residents, purchasers, workers, contractors or mortgagees. Except in case of emergency, Lessor shall give Lessee reasonable notice of intent to enter of at least 24 hours. In order to facilitate Lessor's right of access, Lessee shall not, without Lessor's prior written consent, alter or rekey any locks to the Premises. Lessee further agrees to notify Lessor of the installation of any burglar alarm system including instructions on how to disarm it should Lessor so request. Lessor shall have the right to show the Premises to prospective purchasers or residents on weekdays between 9:00 am and 5:00 pm and on weekends between the 12:00 pm and 5:00 pm., and before or after such hours with the consent of Tenant.

13. **MULTIPLE OCCUPANCY:** Lessee acknowledges that this Agreement is between Lessor and each Lessee executing this Agreement jointly and severally, whether or not in actual possession of the Premises. In the event of default by any one, each and every remaining Lessee shall be responsible for full payment of rent and all other provisions of this Agreement.

14. **ASSIGNMENT - SUBLETTING - LIENS:** Lessee shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Furthermore, Lessee shall not allow any lien or encumbrance to be placed upon the Premises arising out of any transaction to which Lessee is a party without Lessor's prior written consent.

15. **ABANDONMENT:** Lessee shall not vacate or abandon the Premises at any time during the term of this Agreement. If Lessee shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, then Lessor shall have the right to take immediate possession of and re-enter said Premises and remove any and all personal property therein. Lessee hereby waives any and all claims for damages arising out of such entry or removal of property. The Premises shall be deemed abandoned by Lessee if, after failure of Lessee to pay rent when due, and after the date of service of a written notice on Lessee pursuant to California Civil Code section 1951.3, Lessee fails to respond as set forth in Civil Code section 1951.3. In such event, Lessor shall have the election of remedies provided in Civil Code section 1951.2 and Lessor shall also have the remedy provided in Civil Code section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations).

16. **LEGAL FEES/COSTS:** In the event of any action or proceeding to recover possession of the Premises, for an unlawful detainer, or for recovery of any rent or other charges due hereunder, or because of the breach of any other covenant of this Agreement on the part of Lessee to be kept or performed, the prevailing party in any such action or proceeding shall be entitled to recover all of its court costs, costs of suit and attorney's fees. Additionally, if it becomes necessary for Lessor to hire an attorney to prepare notices for the non-payment of rent or for the breach of a lease covenant, Lessee shall pay Lessor all such legal costs within ten (10) days after invoice.

17. **NOTICES:** Lessee agrees to accept all notices to Lessee, which may be delivered personally or by depositing same in the United States mail, postage prepaid, and addressed to Lessee at the Premises, whether or not Lessee has departed from, abandoned, or vacated the Premises. All notices to Lessor will be delivered personally or deposited in the United States mail, postage prepaid, and addressed to Lessor.

18. **LIABILITY/RELEASE/INDEMNITY:** Lessee agrees to release Lessor and indemnify, defend and hold Lessor harmless from and against any and all claims, damages, costs, expenses, demands, actions, losses, or liabilities of any kind or nature whatsoever for damage to property and for injury or death to persons caused by, related to or arising out of the acts or omissions of Lessee, its guests or invitees, whether intentional or negligent, or occurring on the Premises rented for the Lessee's exclusive use. Lessee expressly releases and absolves Lessor from any and all liability for any loss or damage to Lessee's property or effects arising out of fire, water leakage, breaking pipes, theft, acts of nature or war, or other causes beyond the reasonable control of Lessor. All Lessee's possessions placed in public or private storerooms, carports, or garages in or about the Premises are so placed at Lessee's sole risk, and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. **LESSOR DOES NOT PROVIDE INSURANCE COVERING LESSEE FOR PROPERTY DAMAGE OR PERSONAL INJURY OR FOR OTHER LOSSES LESSEE MAY INCUR CAUSED BY ANY OTHER TENANT OR THIRD PARTY, OR BY ANY CRIMINAL ACT, WAR, ACT OF TERROR, FIRE, RIOT, ACT OF GOD OR NATURE. LESSEE AGREES TO OBTAIN AND PAY FOR ANY INSURANCE COVERAGE LESSEE DEEMS NECESSARY TO PROTECT TENANT FROM ANY SUCH DAMAGE, LOSS OR EXPENSE.**

19. **DESTRUCTION/CONDEMNATION:** If there is any partial destruction of the Premises or of the building in which the Premises are located, from fire, casualty, or other cause, Lessor shall promptly repair same, provided such repairs can be made in a reasonable amount of time under the laws and regulations of the proper governmental authorities; provided further that the cause or casualty is covered by building owner's fire and extended coverage insurance policies in force at the time of the partial destruction. Such partial destruction shall in no way void this Agreement, except Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based on the extent to which such damage and repairs shall interfere with the normal use and occupancy of the Premises by Lessee. If such repairs cannot be made in a reasonable amount of time, or cannot be made under said laws or regulations, or are not covered by building owner's insurance policies, this Agreement may be terminated by either party. If any part of the Premises or the building in which the Premises are located, shall be taken or condemned for a public or quasi-public use, the this Agreement shall terminate as of the date title shall vest in the condemnor.

20. **PET(S):** No animal, bird, reptile or pet(s) of any kind shall be permitted in or about Premises without prior written consent of Lessor. A signed Pet(s) Agreement and full payment of additional Security Deposit is required if a pet(s) is to be kept in or about the Premises. **Lessee's Initials**           

21. **WATERBEDS:** No waterbeds or other item of water filled furniture shall be kept on the Premises unless Lessee complies with all requirements of Civil Code Section 1940.S. The provisions of that law with regard to insurance, pounds-

per-square-foot, weight, installation, moving and removal of bedding, notice to Lessor, structural limitations, waterbed construction standards, and inspection by Lessor shall apply to this Agreement as though incorporated herein.

22. **SUBORDINATION:** This Agreement shall be subordinate and junior to any and all liens and encumbrances, whether existing or to be existing, placed by Lessor on the property of which the Premises is a part.

23. **WAIVER:** Failure of Lessor to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this Agreement. The receipt by Lessor of rent with the knowledge of any breach of a provision of this Agreement shall not constitute a waiver of such breach. Lessor's acceptance of one or more late rent payments from Lessee shall not constitute a waiver and shall in no way alter the due date of said rent payments.

24. **SEVERABILITY:** If any provision of this Agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given effect without the invalid provision or application. To this end, all provisions of this Agreement are severable.

25. **TIME:** Time is of the essence of this Agreement, and each provision herein. All rights, remedies, elections, and powers granted Lessor by this Agreement or by law are cumulative and no one remedy is exclusive of any other.

26. **ATTACHMENTS TO THE AGREEMENT:** Lessee agrees to comply with all reasonable Lessor rules and regulations and community policies which are applicable to all lessees and are in existence at the time of execution of this Agreement. Lessee further agrees to comply with such rules, regulations, and policies adopted from time to time by Lessor. Lessee acknowledge receipt of a copy of this Agreement and the following attachments to this Agreement, and understands that these attachments are a material part of this Agreement.

- 1. Exhibit A - Rules and Regulations
- 2. Exhibit B - Satellite Dish/Antenna Agreement
- 3. Exhibit C - Smoke Detector and Carbon Monoxide Detector Agreement
- 4. Exhibit D - Lead Base Paint Disclosure including Environmental Hazards Booklet
- 5. Exhibit E - Move-In/Move-Out Itemized Statement Addendum
- 6. Exhibit F - Move-In/Move-Out Itemized Statement (Unit Inspection)
- 7. Exhibit I - Pool Addendum

27. **CREDIT REPORTING:** AS REQUIRED BY LAW, LESSEE IS HEREBY NOTIFIED THAT HIS PERFORMANCE AS A TENANT OF THESE PREMISES MAY BE REPORTED TO CREDIT REPORTING AGENCIES.

28. **NOTICE:** Megan's Law: "Registered Sex Offenders 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.

29. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, availability of internet or other telecommunications services, proximity to commercial, industrial, airport, agricultural or military activities, existing or proposed construction and development, views, noise, odors or any other nuisances, hazards or circumstances and influences significant to Tenant.

30. **LANDSCAPING:** Tenant shall be responsible for watering the landscaping.

31. **MISCELLANEOUS:** The headings or titles to paragraphs herein are not part of this Agreement and shall have no effect upon construction or interpretation. For purposes of interpretation of this Agreement, the masculine shall include the feminine and the singular shall include the plural.

32. **ENTIRE AGREEMENT:** Concerning this Agreement, it is not the policy of Lessor or its Agents to enter into any oral agreements or to rely upon any oral representation. This Agreement contains the entire agreement between the parties hereto; all representations of Lessor and/or Lessee are hereby merged herein. No representation or agreement made before or after this Agreement shall be valid or enforceable unless in writing and signed by Lessor.

**IN WITNESS HEREOF OWNER AND RESIDENT HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST WRITTEN BELOW.**

(Please read carefully before signing)

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessor/Agent for Lessor Date  
By: Jackelyne Ferreira, Agent for Lessor