



7/17

THIS AGREEMENT entered into _____ by and between _____ "Owner", or

"Landlord" and _____, "Resident", or "Tenant"
IN CONSIDERATION OF THEIR MUTUAL PROMISES AGREE AS FOLLOWS:

1. Owner rents to Resident and the Resident rents from Owner for residential use only, the premises known as:

_____, with the following furniture and appliances:
_____.

2. Rent is due in advance on the FIRST day of each and every month, at \$ _____ per month, beginning on _____.

3. This agreement is intended to be a _____ month lease expiring on _____. **After the above expiration date this agreement becomes a month to month tenancy which, except as prohibited by law, may be terminated by either party after service upon the other of a written 30 or 60 Day Notice of Termination of Tenancy as required by law. In the event either party wishes to end the tenancy at the end of the lease period a written thirty day notice is required.** Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the fair rental value of \$ _____ per day.

4. If entire rent due is not received in office by the 3rd of any month a \$30.00 charge may be added to the amount due. This charge does not establish a grace period and all parties agree that the charge is presumed to be the amount of damage sustained because of the late payment as it is impractical and extremely difficult to fix the actual charge. Failure to pay this charge is a material breach of this agreement. Resident agrees to pay the maximum the law allows for all checks returned by the bank. After two returned checks, Resident agrees to pay with only certified checks for the next 12-month period. Resident agrees to pay the cost to serve/mail notices to enforce this agreement in addition to late fees. Resident agrees that payments, at the option of the landlord, may be credited in the following order: NSF charges, repair charges, notice serving charges, other charges, rent, unless otherwise stipulated and agreed to by all parties. Acceptance of any partial payment does not relieve Resident of the obligation to pay any outstanding balance due. The Owner/Landlord may refuse a personal check as a form of payment to cure a Three-Day Notice to Pay Rent or Quit.

5. Rent for the period from _____ to _____ is due on the first of _____ and shall be in the amount of _____ representing prorated rent from the date of possession.

6. Premises shall be occupied only by the following named persons: _____,

_____. No persons other than those listed above may reside in the premises. All persons listed above are subject to all of the terms and provisions of this Agreement. No other persons, regardless of age, shall occupy or reside at the premises. Anyone residing, including but not limited to staying overnight at the premises more than three (3) days in any thirty day period shall be considered an unauthorized subtenant and an incurable violation of the rental agreement.

7. Resident, invitees or visitors shall not violate any Governmental Law in the use of the premises, commit waste or nuisance, annoy, molest, or interfere with any other Resident or neighbor. Resident is responsible for the conduct of guests as though Resident engaged in the violating conduct. Resident will not allow any illegal activity or nuisance causing activity to take place on or the premises. Resident is responsible for any fines or penalties levied by any Homeowner's Association, government agency or utility based on Resident's use of the property. No smoking or vaping is allowed in the property or in any common areas that may affect other residents or that is prohibited by local ordinance or House Rules. Smoking or growing marijuana not allowed at any time.

8. Except as provided by law, no repairs, decorating or alterations shall be done by Resident, without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations requested or contemplated. Resident shall hold Owner harmless as to any mechanics lien recordation or proceeding caused by Resident. Resident shall pay for any missed appointments. Resident will not change locks at any time without Owner's prior written consent. Owner is not responsible for lockout services under any condition.

9. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. **A Check-in Check-out form is a part of this agreement.**

10. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident or Resident's guests. Resident's personal property is not insured by the Owner and Owner recommends that Resident purchase insurance to protect Resident's interest in case of damage or injury caused by Resident. Owner shall not be liable for any loss, damage, theft, or destruction of any of Resident's personal property including food spoilage from power outages and/or appliance failure, regardless of cause.

11. Resident shall pay for all utilities, services and charges, if any, and immediately place in their own name, made payable by or predicated upon occupancy of Resident, except: _____.

12. Tenant shall indemnify, defend and hold Owner/Landlord and any Agent and Employee of Owner/Landlord harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Tenant or his Guests or Invitees occurring on the premises, except to the extent caused by the acts of the Owner/Landlord, its Agents or Employees. Tenant assumes full responsibility for any and all property of Tenant or third persons under Tenant's control placed, stored, or located on the premises. Owner/Landlord and Landlord's Employees and Agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Tenant shall promptly notify Owner/Landlord or Owner's Agent of any illegal or criminal activity in, or near the premises of which Tenant has knowledge.

13. Resident shall deposit with Owner, as a security deposit in the form of a certified check or cashiers check, the sum of \$_____ payable prior to taking possession. The deposit is not, and may not be applied by the Tenant as a "last month rent". No interest will accrue on the security deposit. Owner may claim (withhold) out of the security deposit such amounts that are reasonably necessary to remedy defaults as follows:

- (a) in the payment of rent,
- (b) to repair damages to the premises caused by resident, exclusive of ordinary wear and tear,
- (c) to clean such premises, if necessary, upon termination of the tenancy, or
- (d) to repair or replace personal property or appurtenances, or
- (e) in the payment of late charges or missed appointment charges that have remained unpaid.

After the Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of any security received and the disposition of such deposit and shall return any remaining portion to Resident, in accordance with California Civil Code Section 1950.5. Resident will not be deemed to have vacated the unit unless and until the keys have actually been personally delivered to the property manager's office AND unless and until all personal belongings have been removed from the interior and exterior of the premises. It is not sufficient for Resident to leave the keys in the residence.

14. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs, but not to exceed \$750.00.

15. Rent shall be sent to: HOMEPOINTE, P.O. BOX 221660, SACRAMENTO, CA 95822 or brought to 5896 South Land Park Drive, Sacramento, CA 95822, or 9278 Madison Ave., Orangevale, CA 95662. or 807 Douglas Blvd., Suite 150, Roseville, CA 95678. Office hours 9-12 and 1-5 Mon-Fri. It is Resident's responsibility to clearly print the rental property address on all checks and correspondence. Failure to do so may result in late fees and other costs of collection being charged to Resident. Resident shall be responsible for any lost or stolen money orders, cashiers checks, unless a written receipt is received by Landlord or Landlord's Agent.

16. Notice upon Owner may be served upon: HomePointe, at: 5896 South Land Park Drive, Sacramento, CA 95822 or 9278 Madison Ave., Orangevale, CA 95662, or 807 Douglas Blvd., Suite 150, Roseville, CA 95678. Said firm is authorized to accept legal service on behalf of Owner.

17. Upon not less than 24 hours notice, Resident shall make the premises available during normal business hours to Owner or Owner's authorized representative, for the purposes of entering to make necessary or agreed repairs, decorations, alterations or improvements or to supply necessary or agreed services, and to show the premises to prospective or actual purchasers, lenders, tenants, workers or contractors. Tenant acknowledges and agrees that Landlord or Landlord's Authorized Agent shall have the right to perform monthly interior inspections to determine if any deferred or preventative maintenance is required. In an emergency, Owner, Owner's agent or authorized representative may enter the premises at any time without securing prior permission from Resident for the purpose of making corrections or repairs to alleviate such emergency.



18. No portion of said premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by the Resident shall be a breach of this agreement.

19. Resident shall properly use, operate, and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas, and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining any smoke detectors and any additional phone lines beyond one line and jack that Landlord shall provide and maintain. Resident shall immediately notify Owner, in writing, of any problem, malfunction, or damage. Resident shall be charged for all repairs or replacements caused by Resident, pets, guests, or licensees of Resident, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Resident agrees to keep yards watered, weeded, and raked and keep garbage areas clean for property with no common areas. The _____ is responsible for regular mowing. Resident shall inform the Owner/agent of any condition which appears to be evidence of disease to lawns, gardens, trees and shrubs. Resident is responsible for control of minor pest infestations such as ants, flies, moths, spiders, fleas, silverfish, etc., and such other pests as can reasonably be assumed to be the Resident's importation or responsibility.

20. Resident shall replace or clean the air conditioner filter every three (3) months at Resident's expense and at termination of occupancy. Resident is responsible for replacing at Resident's expense all consumables including but not limited to all light bulbs, fluorescent lights, appliance light bulbs, batteries, and filters.

21. **Mold Notification:** It is the Owner/Landlord's and Owner's Agent objective to maintain the highest quality living environment for any and all Residents. You are hereby notified that mold can grow if the premises that you rent is not properly maintained and ventilated. If moisture is allowed to accumulate in the dwelling, it can cause mildew and mold to grow. It is important that all Tenants regularly allow air to circulate in the premises. It is also important that tenants keep the interior of the premises clean and that you **promptly notify** the Owner/Owner's Agent of any leaks, moisture problems, and/or mold growth. The following are possible causes of indoor moisture problems: Humidifiers, steam from cooking, wet clothes on indoor drying lines, leaky roofs or windows, house plants, shower/bath steam and leaks, constant running water, plumbing leaks, and backed up sewers, overflows, or flooding.

Tenant is responsible for maintenance of the premises in a manner that prevents the occurrence of the existence of mold or mildew in the tenancy premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities.

- A. Tenant shall keep the premises including but not limited to all counter and floor surfaces, windows and window sills, free of dirt and debris that can harbor or foster mold.
- B. Tenant shall immediately report to Landlord any water intrusions, such as running faucets, roof leaks, plumbing leaks, drips, sweating pipes, or discoloration of walls and/or ceilings.
- C. Tenant shall immediately notify Landlord of overflows from bathrooms, kitchen, or laundry whether overflow was a result of the condition of the premises or from Tenant accident or misuse.
- D. Tenant shall immediately report to the Landlord any mold growth whatsoever on any surface inside the premises.
- E. Tenant shall allow the Landlord to enter the premises to inspect and make necessary and/or agreed upon or desired repairs.
- F. Tenant shall use bathroom fans, if available, in their units while showering or bathing, and to report to the Landlord any non-working fan. If a fan is not provided in your bathroom(s) you shall use the window for ventilation of steam during and after showers, bathing, and use of water.
- G. Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam, whether in bathroom or other areas of the home, is gone.
- H. Tenant shall use all reasonable care to close all windows and other openings in the premises to prevent outdoor water (ie. Rain, sprinklers, etc.) from penetrating into the interior unit.
- I. Tenant shall clean and immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of windows and surfaces may "sweat" or become moist due to excessive use of water in the home, laundry being permitted to dry inside, cooking, etc. This water should be removed from the surface of windows immediately such that if the Landlord inspects the premises, no accumulation of the dirt and debris at the bottom of windows and on window sills should ever be seen.
- J. Tenant shall immediately notify the Landlord of any problems with the air conditioning, if any, or heating system problems that are discovered by Tenant. Further Tenant shall immediately report both verbally and in writing any potential mold causing conditions to the Landlord or the Landlord's authorized Agent.
- K. Tenant may not have more than three (3) houseplants inside the residence. Any and all houseplants must be placed on top of a waterproof container that will prevent water seepage onto the surfaces below.



- L. Not less than every other week, Tenant shall inspect beneath cabinets, vanities, sinks, closets, and areas near indoor plants to ascertain whether there are any leaks or excessive moisture.
- M. Tenant shall be responsible to vacuum all carpets and clean all other floor and counter surfaces not less than once per week.
- N. Not less than once per month Tenant shall clean and disinfect the interior and exterior surfaces of all your "inside the home" trash receptacles and trash container, if any.
- O. To allow for air circulation, Tenant shall maintain at least 1" clearance between interior walls and furniture such as couches, dressers, beds, boxes, etc.
- P. Tenant shall regularly inspect any indoor or garage dryer vents to insure that all airflow and exhaust is exiting to the outside.
- Q. Tenant shall indemnify and hold harmless the Landlord and Landlord's Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees that the Landlord may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in. or using the premises.
- R. All notifications must be made both verbally and in writing to the Landlord or authorized Agent for the Landlord.
- S. Violation of any of the aforementioned covenants and conditions shall be considered a material and substantial violation of this Agreement. If resident wishes to be released from this Agreement due to mold conditions, Resident must substantiate their mold claim with a comprehensive mold test by a qualified certified industrial hygienist that is approved by Owner/Agent. Upon concurrence of adverse mold conditions by Owner/Agent, resident's sole and exclusive remedy shall be to immediately vacate the residence and Resident's obligations to continue to pay shall terminate on the date Resident delivers possession of the residence to Owner/Agent. Owner/Agent shall in no event be liable for consequential damages such as damages to Resident's personal property or claims of adverse health conditions associated with exposure to mold.

22. No loud or unusual noises or boisterous conduct is permitted on or about the premises. This type of conduct is expressly prohibited. No sounds shall emanate from or around the premises in a manner as to annoy neighbors at any time.

23. If renting a residence under authority of a Homeowners Association, Resident agrees to abide by Homeowners Association Rules and agrees to promptly pay any assessments levied by Homeowner's Association for violation of Association rules.

24. _____ If applicable, a "Waterbed Agreement" is a part of this agreement. Otherwise, no waterbeds or liquid furniture allowed.
(Initial here)

25..._____ If initialed, Resident agrees to **PET POLICY: OTHERWISE NO PETS ARE ALLOWED.**
Description of Pet(s) (Type, Size, Weight, Color, Name): _____.

Whereas Resident desires to keep a pet/pets in the premises and this agreement herein, and this rental agreement prohibits the keeping of said pets without the permission of Owner, NOW THEREFORE, in consideration of the rental reserved herein and on the mutual terms and conditions and covenants of the rental agreement herein, the Owner does hereby grant to the Resident permission to keep the aforementioned pet/pets at the premises subject to the following terms and conditions:

- a. That the pet/pets will not be permitted to cause any discomfort, annoyance, nuisance or in any way to inconvenience or cause complaint from any other resident or neighbor and Resident does hereby covenant that upon receipt of notice from Owner of a complaint by another resident or neighbor, that action will be taken immediately to remedy the cause of the complaint to the satisfaction of Owner.
- b. The aforementioned pet/pets will not be permitted to freely traverse the carpeted areas of the building in any way, or to commit any damage or nuisance in any part of the demised premises or elsewhere in the building; Resident agrees and covenants to be financially responsible for any and all damage, loss or expense arising out of keeping the pet/pets at the premises.
- c. Resident further agrees that aforementioned pet/pets will not be permitted outside Resident's premises unless restrained by leash.
- d. For failure or breach of any of the terms and conditions set forth above, Owner reserves the right to revoke permission to keep the pet/pets at the premises and to terminate the rental agreement herein.
- e. Resident shall not keep any pet with any vicious or dangerous propensities.

26. **Smoke & Carbon Monoxide Detectors:** The premises is equipped with a smoke and carbon monoxide detection device(s). Resident acknowledges the detector(s) were tested and their operation was explained by Landlord and the detector(s) were working properly at that time. Each Resident shall perform the manufacturer's recommended test to determine if the detector(s) is (are) operating properly at least once a week. If the detector is a battery-operated unit it shall be each Resident's responsibility to ensure that the battery is in operating condition at all times; replace the battery as needed (unless otherwise provided by law); and if, after replacing the battery, the detector(s) does not work; inform Owner or authorized agent immediately in writing. The Resident shall allow the Landlord access to the premises for that purpose.

27. If Landlord is required to assist any Resident in gaining entry to the Premises Resident may be assessed a charge for costs.



28. If this property was built prior to 1981 the Owner hereby informs Resident's that the building may contain asbestos, a chemical known to the state of California to cause cancer. Resident or their guests shall not take or permit any action which in any way damages or disturbs the ceiling in the premises or any part thereof, including without limitation: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come in contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling. Resident shall notify Owner and agents immediately in writing (i) if there is any damage to or deterioration of the ceiling in the premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon occurrence of any of the events described.

29. **Lead Paint Disclosure: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

Lead Warning Statement

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

Owner's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (initial one):

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

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

(b) Records and reports available to the Owner (initial one):

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

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

Resident's Acknowledgment (initial)

(c) Resident has received copies of all information listed above.

_____ Resident has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agents Acknowledgment (initial)

(d) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

By Authorized Agent _____

Resident _____

Resident _____

Resident _____



30. As required by law, you are hereby notified that a negative credit rating on your credit report may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations. There shall be no waiver of any Owner rights unless said waiver is set forth in writing and signed by the Owner or the property manager. A waiver by the Owner or property manager of any one or more provisions of this agreement does not constitute a waiver of any other provisions. The acceptance of rent does not waive the Owners right to enforce any term hereof.

31. Drug Free Housing Environment: Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). Resident or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITTE, CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise. Resident, any member of the Resident's household, or a guest or other person under the resident's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near property premises. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the rental agreement. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence and at the discretion and judgment of Owner.

32. House Policies:

- a. Every vehicle must be operational (no flats, broken windows, etc), have current registration, be parked in a designated parking space, and belong to a current resident of the property or it is subject to being towed. Camping trailers, boats (anything other than cars & pickups without campers) are prohibited. Do not repair vehicles on the premises.
- b. Use of barbecues on balconies, enclosed patios, common areas, and within the premises is prohibited.
- c. Please notify manager in writing to have maintenance work performed. Resident is responsible for any damage you or your guests cause to the property.
- d. Resident is responsible to pay for any missed repair appointments. An appointment is considered missed if not cancelled at least one working day prior to the scheduled appointment.
- e. Trash containers have been provided for refuse and garbage. Any items left in common areas will be deemed trash and disposed of.
- f. Please follow the Laundry Room rules if provided. If none are posted use common sense in use of the facility. The laundry closes at 10 P.M.
- g. All pool users must sign a pool agreement prior to using the pool.
- h. City and County ordinances prohibit use of gasoline or cleaning fluids other than for normal household use at the premises. They are extremely dangerous. Your patio may only be used as a patio and not for storage. No appliances, indoor furniture, boxes, or anything other than patio furniture may be kept in the patio areas. Do not store paint or any flammables at the premises.
- i. Resident or their guests shall not use or keep in the premises or cause to enter or remain in the Premises, any dangerous substances, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials.

33. 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. 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.

34. Resident agrees that if they must vacate the property prior to the expiration of this agreement, Resident will be responsible for all costs associated with locating a replacement Resident. These costs include but are not limited to all advertising, leasing fees at property managers regular current rate, and costs of signage. Resident is also responsible for all rent and other charges until replacement Resident has signed a new lease or the lease expires.



35. Subject to local law, Resident agrees, upon demand of Owner, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests, organisms, or other repairs to Premises. Resident agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation, or other work, including bagging and storage of food and medicine, and removal of perishables and valuables. Resident shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

36. If, by no fault of Resident, Premises are totally or partially damaged or destroyed by fire, earthquake, accident, or other casualty that render the Premises totally or partially uninhabitable, either Owner or Resident may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the agreement is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of Premises. If damage occurs as a result of an act of Resident or Resident's guests, only Owner shall have the right of termination, and no reduction in Rent shall be made.

37. The following dog breeds are not allowed on the premises at any time: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chow Chows, American Staffordshire Terriers, Doberman Pinschers, Boxers, German Shepherds, Great Danes, Siberian Huskies, Wolf-hybrids, Perro de Presa Canarios and any dog that has any of the above breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.

38. Addenda Attached (initial receipt):

____ Move-In Move-Out, (Move In/Out Condition Checklist) and California's Proposition 65 Warning Brochure.

____ Welcome Letter ____ Childproofing Your Home ____ Home Safety Checklist ____ Home Electrical Safety Checklist

____ Personal Guarantee of Rent & Performance of Lease Conditions. ____ Waterbed Agreement. ____ Pool and/or Spa Agreement

____ Satellite Addendum ____ Other: _____

HomePointe
Sample

39. Tenant acknowledges receipt of ____ keys to premises, ____ mailbox keys, ____ common area pool keys,
____ common area gate keys, ____ remote control devices for garage door,
____ other _____.

40. Other:

41. This is the entire Agreement. There are no other promises made by the Owner or Owner's Agent.

42. In the event either party wishes to end the tenancy at the end of the lease period a written thirty day notice is required.

Owner _____ Resident _____

Resident _____

By Authorized Agent _____ Resident _____

Resident _____



5896 South Land Park Drive
Sacramento, CA 95822
916-429-1205

9278 Madison Avenue
Orangevale, CA 95662
916-988-5300

807 Douglas Blvd., Suite 150
Roseville, CA 95678
916-781-7075

Office Hours 9am-12noon & 1pm-5pm Monday through Friday
P.O. Box 221660, Sacramento, CA 95822 Info@HomePointe.com





P.O. Box 221660, Sacramento, CA 95822
South Office: (916) 429-1205
North Office (916) 781-7075
East Office (916) 988-5300

Our Newest Resident,

Welcome! We are happy to have you as one of our newest residents and we hope to make your home as comfortable as possible.

Please carefully read your rental agreement before you leave our office. It is the only agreement. We have completed a Move-In Move-Out Checklist and taken photographs of the condition of the property. You now have 7 days to note any changes to our Move-In Move-Out Checklist. Completing this and turning it in will help protect your security deposit.

HomePointe
Sample

We encourage you to GO GREEN and make your future rent payments via our website. Paying this way will save paper, postage, and gasoline. There is no cost to use this service. If you choose to pay by credit card you can do so for a small fee, again, through our website.

We have done our best to deliver your home in good repair. You will be living there and you will certainly get to know the place better than we ever could. Be sure to let us know what items in your home are in need of repair. We are here to serve you and your family.

When we send a repair person to your property they may be someone from our maintenance division, RAM Property Services, or from a third party vendor. Please let us know how they do.

Please pay special attention to the extra materials we have provided to you. This includes the Lead Based Paint Booklet, the Prop 65 Brochure, Residents Rights, Childproofing Your Home, and the Home Safety Checklist. Do not just file them away. Read them all now and review them from time to time.

Safety, Service, and Satisfaction are what we aim to provide you. Join us in our efforts to inform you of your responsibilities, rights, and safety information by taking the time to read and inform us of what you need to make your home as safe and as comfortable as possible.

Thank you for choosing to rent through HomePointe!

The Entire Staff
Robert A. Machado, Broker



ONLINE PAYMENTS-ACH (NO FEE)

HomePointe offers an option to pay your rent and other charges electronically from your checking or savings account. You will also be able to use this online payment system to view your charges and payment history. Best of all, this service is no additional cost to you! **Note: When you pay via E-Check you will receive an instant rebate on the online payment fee**

A few benefits of paying your rent online:

- **Convenience.** View your charges and pay online any time of day or night from anywhere. Save the hassle of mailing your rent check and the cost of a stamp.
- **Security.** Online payments are more secure than mailing a check. In addition, you receive notification by email that your payment has been made.
- **Speed.** Online payments are reflected on your account faster than if you mailed a check or used your online bill payment service. Fewer late fees!

To get activated you can go to www.HomePointe.com and follow the instructions to make a payment. We must have your email address in our system for the activation to work. If you have any questions you can call 916-429-1205.

ONLINE PAYMENTS-CREDIT CARD (WITH FEE)

With credit card rent payment, there is a simple 3-tiered online payment fee, which is based on the amount charged to your credit card:

Simple 3 Tier Pricing:

Current pricing is displayed at the website for this method of payment

Please Note: You can continue to pay rent online using the E-Check option, simply choose the 'E-Check' payment option when you log into your resident portal. If you choose to pay via E-Check/ACH, an instant rebate for this online payment fee is applied, and you can complete your payment free of charge.

How Does it Work?

1. Log into your resident portal and click the button to Make a Payment.
2. When you see the pop-up dialog box asking you to select your preferred payment method, select the Credit / Debit Card option.
3. You will then be prompted to enter your payment amount. You can enter any amount up to the limit stated at website.
4. All online payments have a fee associated with processing the payment.
Note: When you pay via E-Check you will receive an instant rebate on the online payment fee.
5. After entering your payment amount, enter your Credit/Debit Card information and verify your payment details.
6. Once you click 'Make This Payment Now' your payment is immediately processed and you will receive an online confirmation as well as an email confirmation.

Please feel free to contact us should you have any questions – we're excited to offer you multiple ways to securely and easily pay your rent online.

Thank you,

Thanks for renting from HomePointe!



We thank you for your business and are truly appreciative of your thoughts. Please rate us below and any comments are truly appreciated as well.

Our purpose is to use your feedback to improve our services. You may also receive an email asking for your rating and comments. We appreciate your taking a moment to rate us online as well.

Please rate our level of service (circle one):

Poor Not Good Average Good Excellent

Let us know about your experience: _____

In order to have you in the contest we need the following:

Name _____

Address: _____

Phone Number: _____

Email: _____

You can email this form to info@HomePointe.com or info@RAMPropertyServices.com or FAX to our office at 916-429-0389 or bring to any of our offices.

You are also encouraged to post online directly at Google or Yelp. If you do this, copy and print the posting so we can verify it in order to put you into the drawing.

Thank you from all of us at HomePointe and RAM Property Services.

Approved by the City of Sacramento Rental Housing Inspection Program

RESIDENT'S RIGHTS FORM

Welcome to your new rental home. We hope your stay is enjoyable, so we encourage you to talk to us if you have any questions about your home or about our rental policies. This information sheet provides you with general information about your rights and responsibilities. Please read it carefully and let us know if you have any questions. Our contact information is included for your convenience.

Rights and Responsibilities

Owners and residents of rental properties have specific rights and responsibilities under current state and local laws. As a resident, your rental home must be a safe place to live. In other words, it must be habitable. This means that your home must have the following:

- s A structure that is weatherproof and waterproof; there must be no holes or cracks that allow rain or wind to enter;
- s A plumbing system in good working condition and connected to the local water supply and sewage system or functional septic system;
- s Floors, stairs and railings in good repair;
- s A hot water system capable of producing water of at least 120 degrees Fahrenheit;
- s An electrical system that was legal when installed and without loose or exposed wiring;
- s A heating system that is in a safe, working condition.
- s A lack of insect or rodent infestation;
- s A home that is free from garbage or debris;
- s Sufficient garbage or trash receptacles;
- s A working toilet, wash basin and bathtub or shower;
- s A kitchen with a sink;
- s A safe fire or emergency exit;
- s Deadbolt locks on each main swinging door that gives you entry to the home;
- s Working smoke detectors and carbon monoxide detectors located in certain areas;
- s Working telephone jack and phone wiring inside the home.

As a resident, you have a responsibility to do the following:

- s Maintain a clean and sanitary rental home;
- s Properly dispose of garbage or trash;
- s Properly operate all electrical, gas and plumbing fixtures;
- s Refrain from damaging or defacing the home or allowing anyone else to do so;
- s Use the living and dining rooms, bedrooms and kitchens for their proper purposes;
- s Report broken door or window locks;
- s Contact the rental owner or property manager immediately to report any problems with your rental home especially any water damage or leaks;
- s Comply with all rules, terms and conditions of the rental agreement.

Contact Your Rental Owner or Property Manager First

If you have any problems with your rental home, notify the rental owner or property manager first, preferably in writing. If it is an emergency such as water intrusion or water damage, contact the owner or manager immediately.

Contact Information

HomePointe Property Management

5896 South Land Park Drive

Sacramento, CA 95822

(916) 429-1205

DAYTIME PHONE

(916) 429-1205

AFTER HOURS PHONE

EMAIL
info@HomePointe.com

Retaliation is Against the Law

A rental owner or property manager may not evict or threaten to evict a resident for exercising a legal right, such as requesting habitability repairs.

Maintenance and Repairs

Owners and managers want to know if there is an item that needs repair in your home. If you have a problem with any of the habitability items listed, you should:

s **Contact the rental owner or property manager first.** You should document your request in writing and keep a copy. If there is water intrusion, a water leak or any water damage occurring to the property, contact the owner or manager immediately.

s **Allow a reasonable period of time for repair.** In most cases, the owner or manager will begin working on your request shortly after it is made. Some repairs may take longer than others to complete. Current law indicates that 30 days is a reasonable period of time to address a repair, but it also depends on the nature of the repair. If you have waited a reasonable period of time and the requested repair has not been made, you may contact your local code enforcement department to file a complaint.

Owner's Right to Enter and Your Rights

In most cases, the owner or manager must provide you with prior written notice to enter your rental home. Written notice is considered reasonable if it is provided at least 24 hours in advance. A written notice is required in the following situations:

- s To make necessary or agreed upon repairs;
- s For inspection of the smoke detector and carbon monoxide detectors;
- s To inspect waterbeds;
- s If a court permits it.

However, a prior written notice is not required in the following situations:

- s In an emergency;
- s When you or another occupant consents;
- s After you have abandoned or surrendered the rental home;
- s Upon a verbal agreement to allow the owner to make agreed upon repairs or supply services.

Rental Agreement and Other Obligations

The rental agreement, whether it is a month-to-month or a lease, provides the rules and policies while living at the rental home. Be sure to read the language carefully because it is considered a contract between the owner (and/or manager) and resident.

Resident Confirmation

Resident(s) acknowledge(s) having read and understood the forgoing and received a copy.

Resident(s) agree to contact owner/manager first to address any issue(s) with the home.

Resident

Date

Resident

Date

Owner/Agent

Date

Your local code enforcement department can help.

If you have made a request for a habitability item listed and waited a reasonable period of time and the repair has not been made, you may contact your local code enforcement department to file a complaint.

City of Sacramento
24-hour complaint line
(916) 808-5011

HomePointe
Sample



**RENTAL HOUSING
ASSOCIATION**
of Sacramento Valley

This document has been prepared by the Rental Housing Association of Sacramento Valley (RHA) to comply with applicable local ordinances. RHA does not make any representation or warranty about the legal sufficiency or legal effect of this document. Consult with an attorney if you require assistance in completing the document or to determine if its use is appropriate or changes are necessary in any particular situation.

BEDBUG NOTIFICATION ADDENDUM

Page _____
of Agreement

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)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.

1. Previous Infestations

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

2. Prompt Reporting

- If you find or suspect a bed bug infestation, please notify Owner/Agent as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to:

3. Information about Bed Bugs

- 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.
- 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.
- Bed bugs can survive for months without feeding.
- 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.



- **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.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

4. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing *to the pest control operator information that is necessary* to facilitate the detection **and treatment** of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. Prevention Recommendations

- Resident should **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- **Thoroughly clean after guests have departed**. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.



- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

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

Date

Resident

Date _____

Resident**Date** _____**Resident**

Date _____

Resident

Date _____

Resident**Date****Resident**

Date _____

Owner/Agent

HomePoint Sample

