

LEASE/RENTAL AGREEMENT

This agreement is made and executed on **DATE** by and between Campos Rental Properties (**Owner/Agent**) and **NAMES** (**Tenants**). In consideration of the payments of rents and the performance of the covenants contained herein on the part of the Tenants, we lease them the following property known as **ADDRESS**.

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

1. **Rent:** The total rent on this agreement shall be \$ _____.
2. **Term:** The term of this agreement shall be for a fixed period of time, commencing on June 8, 2013 and ending on May 25, 2014. The first installment of this lease is \$ _____ and due June 8, 2013. Each additional installment of \$ _____ is due on the 1st day of every month thereafter until the total amount of rent is paid.
3. **Payment of Rent:** Rent can be paid by cash or check at the office (341 Broadway #412, Chico, Ca 95928) or at our Drop box (802 W. 5th Street) or can be paid with eCheck or credit card on our website under the Resident Portal.
4. **Late Rent:** Rent is considered late if not paid by the 5th of each month. A \$25.00 late fee to each Tenant who has not paid rent by the 5th will be assessed. If any Tenant fails to pay rent on time, the Owner/Agent may issue a 3-day notice to pay or quit.
5. **Hold-over:** Tenants shall not hold-over after the term of the lease without written permission of Owner/Agent. Should any Tenant breach this covenant, Tenant agrees to pay Owner/Agent a \$200.00 fee plus triple rent per day for each day they maintain possession. Tenant also agrees that they will be responsible for any damages incurred by Owner/Agent because he is unable to give possession of the property to the new tenants in a timely manner
6. **Security Deposit:** A Security deposit of \$ _____ is due at the time the lease/rental agreement is signed. Under no circumstances shall the Tenant apply the security deposit to any rent payments. Of this amount, Tenants agree that Owner/Agent will apply \$ _____ for the professional cleaning of the carpets upon move-out. Tenants agree to monetarily compensate Owner/Agent should damages exceed the amount of their deposit. If a full deposit refund is not warranted, deductions will be made and the balance sent to the Tenants, in a single check, along with an itemized accounting of said deductions within 21 days of Tenants giving notice that unit is totally vacant. Owner may withhold from the security deposit such amounts as are reasonably necessary to remedy Tenant defaults as follows:
 - A. in payment of rent, late fees, bounced check fees, or
 - B. to repair damages to the premises caused by Tenant or their guests, exclusive of ordinary wear and tear, or
 - C. to clean such premises, if necessary, upon termination of the tenancy, or
 - D. for lost rents or costs incurred on any new lease of property caused by Tenants holding-over or excessive damage
7. **Returned Checks:** There will be a \$25.00 service charge on Tenant's check returned to Owner/Agent by the Bank to cover all bank charges and accounting fees incurred by Owner/Agent. If Tenant has a check returned from the bank for insufficient funds, Owner/Agent may, at his option, require payments of cash or money order for the following 3 months.
8. **Pets:** Tenants agree that they will not keep in or about said premises any pet or visiting pet without written permission of the Owner/Agent. If this covenant is violated, Tenants agree to pay on demand a \$200.00 fee and are given 3 days in which to dispose of the pet(s).
9. **Keys:** All keys are marked "Do Not Duplicate". Tenant must contact Owner/Agent to replace the key and there will be a \$25.00 charge to replace said key. If the Tenants want their doors re-keyed during the term of the lease, the cost will be \$50.00 for the first lock and \$15.00 for each additional lock, plus \$5.00 per key. If a key is lost and Tenant elects to not change the locks during the term of the lease or all original keys are not returned at the end of the lease, Owner/Agent will change locks and charge Tenants out of their deposit, using the re-key charges as stated above.
10. **Condition of property:** Tenants agree that the leased premises are in good condition upon occupancy, including plumbing, HVAC, and electrical systems, unless otherwise noted in writing within 7 (seven) days after Tenants take possession of said premises. They agree to keep and maintain premises in good and sanitary order and condition, and that **no alteration, repair, or change, including the addition of deadbolts or keyed door knobs on any interior door, shall be made without written consent of Owner/Agent.** Tenants understand that the use of nails, tape, and screws will cause damage to walls, doors, and woodwork and agree to repair and repaint damaged surfaces with original color, if needed. Tenants agree to return to Owner/Agent at the end of this agreement, the premises in the same condition less normal wear and tear as they received it at the beginning of their tenancy. **Any damage caused because of unauthorized alterations will be a Tenant charge.**
11. **Damage/Repairs/Trash:** Tenants agree not to injure or deface the premises and agree to pay for all damages to said premises, furnishings, appliances, windows, and their coverings, screens, and landscaping caused by themselves or their guests. This includes clogged toilets and/or sewer lines and garbage disposals. Labor for repairs by our in-house maintenance person will be a minimum \$50 service call for first hour and \$35/hr thereafter, or whatever the cost is if done by an outside company. Any trash that exceeds the trash containers supplied by Owner/Agent and requiring an extra pickup or cleanup of the trash area will be charged to the Tenants at \$35/hour or whatever the trash company charges. Any couches or other large furniture items will be charged at \$30 per item, in addition to the hourly charge. All of these charges will be due within 30 days of billing.
12. **Personal Property Insurance:** The Owner/Agent strongly recommends the Tenant purchase "Renter's Insurance" because the Owner/Agent does not insure the loss or damage of Tenant's personal property.
13. **Guests/Sublet Rules:** Tenant shall not sublet any portion of said premises or assign this agreement without prior written consent of Owner/Agent. Owner/Agent shall not withhold consent unreasonably. Tenant acknowledges that they are not absolved of their obligations of the terms of this lease and remain jointly and severally liable as set forth. A fee of \$100 will be charged for completion of paperwork to sublet. Owner/Agent reserves the right to invoke Civil Code 1951.4, "Lock-in Provision". Occupancy by guests for more than 10 days in any 6-month period is prohibited without written consent of Owner/Agent and shall be considered a breach of this agreement.
14. **Right to enter:** The Owner/Agent, his agents or employees may enter the dwelling:
 - A. In case of emergency, or
 - B. When the Tenant has abandoned or surrendered the dwelling, or

- C. To make necessary or agreed upon repairs, decorations, alterations, or improvements, to supply necessary or agreed upon service, or to exhibit the dwelling unit to prospective or actual purchasers or tenants, lenders, workmen, or contractors, providing the Tenant is given reasonable notice of Owner/Agent's intent to enter with entrance during normal business hours (8:00am – 5:00PM, Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary.
15. **Utilities:** Tenants shall pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of Tenants except garbage and water.
16. **Phone/Cable/Satellite Dish:** Owner/Agent will provide and maintain one usable phone jack and one usable cable outlet to the dwelling in a location to be determined by the Owner/Agent. Tenants are responsible for all costs incurred for phone and cable service and for any additional phone lines/jacks and/or cable outlets they may wish to have active. Tenants will be responsible for all costs incurred to provide and maintain additional lines or jacks. Tenants agree that they will not install any additional lines or jacks without the Owner/Agent's knowledge and written permission. Satellite dishes may not be attached to the house or fence and require Owner/Agent's permission for any other locations.
17. **Smoke/ Carbon Monoxide Detectors:** The premises are equipped with smoke and carbon monoxide detectors and the Tenant acknowledges they are in good working condition at time of initial occupancy. If the detectors are battery operated, each Tenant understands that it shall be Tenant's responsibility to:
1. Ensure that the detector is in operating condition.
 2. Replace the battery as needed.
 3. If, after replacing the battery, the detector does not work, immediately inform the owner or authorized agent in writing.
18. **Communication:** All communication between Owner/Agent and Tenant shall be done in writing using postal mail or email. Email is considered a mechanism for official communication between Tenant and Owner/Agent. The Owner/Agent and the Tenants have the right to expect that such communications will be received and read in a timely fashion. Tenant provides Owner/Agent with the following email address as the official email address for this tenancy: _____ and Owner/Agent provides the following address: camposrentals@sbcglobal.net. Changes to email addresses must be made in writing to either party within 7 days.
19. **Sale of Property:** In the event of the sale or refinance of the property: Owner/Agent may present to Tenant a "Resident's Certification of Terms – Estoppel Certifications," or other similar Estoppel Certification form. Tenant agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Tenant's acknowledgment that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
20. **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.
21. **Legal Action:**
- A. The undersigned Tenants, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this agreement, including the payment of the total monthly installment of rent. Non-payment or partial payment of rent by any individual tenant shall not absolve each tenant of the responsibility for the full monthly installment of rent.
 - B. Tenants understand that that the Owner/Agents' obligation to deliver possession of the unit is contingent upon the current tenant vacating the unit and moving out all their personal property. The parties to this lease acknowledge that failure of the current tenant to deliver possession will cancel this lease and all deposit money and prepaid rent shall be returned. Tenant(s) may not claim damages from the failure to deliver possession.
 - C. If Tenants do not meet minimum income and length of time on job criteria, they each must provide a personal guarantor. The guarantor must be related to you, be over 21 years old, reside in California, and must have worked at the same job for more than two years. The Guarantee of Rental form must be completed and turned in prior to the signing of this agreement.
 - D. Tenants shall not violate any criminal or civil law, ordinance, or statute in the use and occupancy of premises, commit waste, or nuisance, annoy, molest, or interfere with the quiet enjoyment of neighbors. Any such action may result in the immediate termination of this agreement as provided hereby and by law. Owner/Agent shall not be liable for any monetary or domestic dispute that may arise between any Tenants or guarantors that are a party to this agreement. The Tenant shall not maintain, keep, or allow to be kept or maintained upon said premises any item or permit any acts to be done which are illegal or will cause an increase in the rate of insurance or endanger said premises.
 - E. The Tenant shall indemnify Owner/Agent for liability arising prior to the termination of the agreement for personal injuries or personal damage caused or permitted by Tenants or their guests. This does not waive the "owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
 - F. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs. If any word, sentence or condition of this agreement is deemed unenforceable by a court of law, all remaining sentences, conditions, covenants, and addendum's shall remain in full force and effect as if the unendurable parts did not exist. Notice to Owner/Agent may be served to Nancy Campos, 341 Broadway #412, Chico, CA 95928.
 - G. The waiver of either party of any breach of this agreement shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Owner/Agent of partial or full rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this rental agreement.
 - H. In the event that Tenant breaches this rental agreement, Owner/Agent shall be allowed at the Owner/Agent's discretion, but not by way of limitations, to exercise any or all remedies provided by California Civil Code Section 1951.2 and 1951.4.

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

- A. _____ Mold Notification Addendum
- B. _____ Policies and "House Rules" Addendum
- C. _____ Asbestos Addendum
- D. _____ Lead-Based Paint Disclosure Addendum
- E. _____ Pest Control Addendum
- F. _____ Insurance Facts for Renters
- G. _____ Other Addendums, as specified: _____

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

Tenant's signatures

Signature: _____ Signature: _____

Signature: _____ Signature: _____

Signature: _____ Signature: _____

Owner/Agent's signature, address, and phone number

Signature: _____ Signature: _____
Owner: Michael or Nancy Campos Agent: Erin Campos

Address: 341 Broadway #412, Chico, CA 95928 Phone: 530-891-3434 Fax: 530-345-1121
Email: camposrentals@sbcglobal.net Website: www.camposproperties.com