

**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**

(Listing Firm to Tenant)
(As required by the Civil Code)

1. This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k), (l) and (m). When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page**

2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

It is Rossmoyne's policy to represent the Owner/Landlord solely in our transactions.

_____ Date

Agent Rossmoyne Properties, Inc. DRE License # 00659141
Real Estate Broker (Firm)

By _____ DRE License # _____ Date _____
(Salesperson or Broker-Associate)

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobile homes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION.
A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX
ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.





Residential Lease

Date: [Enter Date](#)

THIS AGREEMENT between _____ **Landlord**, by their agent, **Rossmoyne Property Management**, and _____ **Tenant(s)**

is effective when fully executed by all parties. The Landlord's obligation to deliver possession to Tenant is conditioned on Tenant making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Property

- A.** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as [Enter Property Street](#), [Enter Property City](#), [State](#), [Zip](#) ("Premises") for residential use only. Landlord and Tenant agree that Tenant's performance of and compliance with each of the terms hereof, and with any Rules and/or addendums hereto, constitute a condition of Tenant's right to occupy the Premises. Any failure of compliance or performance by Tenant shall constitute a material breach of this agreement and allow the Landlord to terminate Tenant's right to possession.

2. State and Local Tenant Protection/Rent Control/Just Cause Disclosures

- A.** AB1482 Disclosures

Separately Alienable From Any Other Dwelling Unit:

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

- B.** Subject to AB 1482 rent caps and just cause as provided in Civil Code Section 1946.2 and 1947.12. The following disclosure is required by law.

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

C. City of Glendale Right to Lease

This property is subject to the City of Glendale Right to Lease Ordinance. A booklet from the city explaining the ordinance is included with this lease. Additional information is available at <https://www.glendaleca.gov/>

D. County of Los Angeles Rent Stabilization Ordinance.

This property is subject to the County of Los Angeles Rent Stabilization Ordinance. <https://dcba.lacounty.gov/rentstabilizationprogram/>

E. City of Los Angeles Rent Control and Just Cause

This property is subject to the City of Los Angeles Rent Stabilization Ordinance. There is a yearly fee due from the Landlord for the RSO. The Landlord is allowed to bill back 50% of the fee to the tenant. Beginning in January 1, 2020, the surcharge will be \$38.75.

F. SCEP

A monthly surcharge may be collected by the landlord for the Systematic Code Enforcement Program (SCEP) fee. The current monthly fee due from the Tenant is \$3.61 in addition to the rental amount.

3. TERM

The term begins on [Click or tap to enter a date.](#) ("Commencement Date") as a:

Lease: and shall terminate on [Click or tap to enter a date.](#) .

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified below. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

For units subject to AB 1482 just cause, Civil Code 1946.2(a) provides that "after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be state in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more." "Just cause" to terminate the tenancy includes termination "if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

- A. Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Family move-in).

Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Initial Initial All Tenants

- B. Tenant’s Move-Out Notice: Tenant shall give Landlord written notice at least 30 days prior to the intended move-out date whether Lease or Month-to-Month. This notice does not relieve Tenant of liability for the entire Lease term and cannot terminate the Lease before the end of the Lease term or any renewal thereof.

Month to Month Tenancy: Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Except as prohibited by law, that month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Landlord may terminate the tenancy by service upon the Resident of a written 30-day notice.

In the event the Premises is not available on the move-in date, either party may terminate this Agreement by giving written notice to the other party. Tenant’s damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.

Whether under a Lease or Month to Month tenancy, if, by no fault of Tenant, the Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date the Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated as in Paragraph 4A. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant’s reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant’s guest, only Landlord shall have the right of termination and no reduction in Rent shall be made.

Landlord and Tenant agree that the above terms for Lease/or/Month-to-Month apply, unless subject to a conflicting local or statewide ordinance, in which case the local or statewide ordinance shall control at the end of the term and/or any extension. . Initial Initial All Tenants

4. TENANT

The Premises are for the sole use as a personal residence by the following named person(s) only:

Name	Tenant	Minor	Guarantor
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- A.** JOINT AND SEVERAL LIABILITY: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- B.** The Premises shall not be occupied by any person other than the Named Tenants/Occupants set out above, without the advance written consent of Landlord. Tenant’s right to possession shall not be assigned nor the Premises sublet. **This includes and prohibits Airbnb and other hosting.**
- C.** Tenant has no right to sublease property, however, in Landlord’s sole discretion any proposed assignee, transferee or sublessee shall submit to Landlord an application for approval by Landlord and, if approved, sign a separate written agreement with Landlord and existing Tenant. Landlord’s consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant’s obligations under this Agreement.
- D.** Except as otherwise provided by prior written agreement, any person who is not listed as a Named Tenant/Occupant on this agreement is a guest. A guest may not stay on the Premises for more than 10 consecutive days or a total of 14 days in a 12-month period. At the discretion of Landlord, a guest who overstays this limit may be required to go through the application process and, if approved, must sign a Lease Agreement.

5. PERSONAL PROPERTY

The following personal property and appliances are included:

	Landlord to maintain	Tenant to maintain	Provided without warranty	N/A
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oven / Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wall/Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tenant agrees to use appliances in a safe manner and only as intended. At the end of the rental, Tenant shall return the appliance(s) to Landlord in the same condition as received, normal wear and tear excepted.

Tenant shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners or other large appliances or portable countertop models not provided by Landlord without prior written consent of Landlord.

Tenant has permission to install: _____ in a good workmanlike manner.

Tenant will not remove or relocate any appliances without written permission from Landlord. If written permission is granted by Landlord to relocate any appliance, Tenant is responsible to return the appliance to its original location prior to move out and is also responsible for any damage caused to the appliance by relocating it.

Appliances provided without warranty shall not be maintained or replaced by Landlord. If Tenant elects to repair an appliance which is provided without warranty, that repair is done at Tenant's expense and that appliance becomes the property and responsibility of Tenant.

6. RENT

"Rent" shall mean all monetary obligations of Tenant to Landlord under terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ _____ per month for the term of the Agreement. Any daily proration of rent will be calculated by dividing the yearly rent by the number of days in the calendar year covering the period of the proration.
- B. Rent is payable in advance on the 1st day of each calendar month and is delinquent on the 2nd.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 4B, and Tenant has paid one full month's Rent in advance of Commencement Date, rent for the second calendar month shall be prorated per Paragraph 6A.
- D. Rent may be applied to the earliest amounts due or past due notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or payment.
- E. In the event of roommates, or another form of multiple occupancy, Tenant understands and agrees that rent shall be paid with a single payment and that it is up to Tenant to collect individual checks or other payments in order to submit a single rent payment.
- F. PAYMENT: Rent shall be paid by personal check, money order, cashier's check or online via electronic funds transfer (hereinafter "EFT") through an online payment portal provided by Landlord.
- G. Payment shall be made to:

Rossmoyne Property Management
1300 N Verdugo Road
Glendale, CA 91208
Phone: (818) 242-6825

or at any other location subsequently specified by Landlord in writing to Tenant. Rent may be paid personally between the hours of 9:00 am and 5:00 pm Monday through Friday, except holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.

Landlord will accept rent payments ONLY from the actual Tenant(s). Payments by third parties may be accepted, for the benefit of the Tenant, however, third party must sign a written agreement that this acceptance of rent will not constitute Landlord's consent to a sublease assignment or other transfer. Payment online by EFT shall be deemed to come from Tenant regardless of the source of the payment. If Landlord provided portal is not working for any reason, Tenant is responsible to make Rent payments on time using a different method of payment.

EFT or direct deposit payments may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Tenant to cash Landlord's rent refund check shall not negate Landlord's rejection of the rent being refunded.

H. LATE CHARGES/RETURNED CHECKS:

Tenant acknowledges late payment of Rent may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impracticable to determine. Tenant agrees that the late charges are a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of the late payment. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord **within 3 calendar days** after the date due, an additional sum of \$50.00 as a Late Charge shall apply and payment must be made in the form of a Cashier's Check or Money Order.

If Landlord has served Tenant a NOTICE TO PAY RENT OR QUIT, regardless of the date upon which the notice is served, the payment called for by the notice must be in the form of a Cashiers' Check or Money Order.

If any payment is returned for non-sufficient funds ("NSF") or because Tenant stops payment, payment for that month must be in the form of a Cashiers' Check or Money Order. Additionally, Landlord may, in writing, require Tenant to pay Rent in certified funds (money order or cashier's check) for up to three months. Additionally, if Tenant's check is returned by the bank, \$25.00 will be assessed as an NSF fee for the first check and \$35.00 for each additional check.

Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under this paragraph or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. SECURITY DEPOSIT

- A.** Tenant agrees to pay \$_____ as a security deposit. Security deposit will be held in Owner's Brokers Trust Account.
- B.** All or any portion of the security deposit may be used, as reasonably necessary, to:
 - 1.** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees, legal fees or other sums due);
 - 2.** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant;
 - 3.** clean the Premises, if necessary, upon termination of the tenancy to return the Premises to the same level of cleanliness it was in at the inception of the tenancy; and/or

4. restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

The Premises must be returned to Landlord in the condition it was delivered minus ordinary wear and tear. Cleaning is outside the scope of ordinary wear and tear. The Premises has been professionally cleaned prior to Tenant move-in and must be returned in equally clean condition, including *professional* cleaning of all carpets. Tenant agrees to provide Landlord with a receipt for professional carpet cleaning. Detailed information regarding security deposits and move-out instructions are included in the Tenant Handbook which is an addendum to this lease.

No later than 21 calendar days after Landlord has regained possession of the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

Tenant agrees to provide Landlord in writing with a forwarding address or new address to which written security transmittal and amount due, if any, from Landlord may be sent or Landlord will mail to Tenant's last known address.

TENANT MAY NEVER USE THE SECURITY DEPOSIT AS RENT.

- C. If any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within three days after written notice is delivered to Tenant.
- D. **Security deposit will not be returned until all Tenants have vacated the Premises and delivered possession to Landlord. Any security deposit returned by check shall be made out to all Tenants named in this Agreement, or as subsequently modified, unless Landlord has written permission from all Tenants to do otherwise.**
- E. No interest will be paid on security deposit unless required by local law.

8. PARKING

If provided as part of this Agreement, parking space(s) are for the exclusive use of Tenants and Occupants and are to be used only for parking properly registered and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Property except as specified below.

Tenant agrees to move vehicle(s) and cooperate fully with Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient manner as possible.

Tenant shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Tenant shall refrain from parking in unauthorized areas or in another tenant's designated parking space. (Vehicles parked in unauthorized areas or in another tenant's space may be towed away at the vehicle owner's expense.)

Electric vehicles: Tenant may not charge any vehicle in building common areas or in designated parking space without Landlord's express, written consent. Tenant may not use any common area or building electrical outlet or Landlord's electricity to charge Tenant's vehicle unless tenant has obtained the express

written permission of Landlord to do so and has made arrangement to reimburse Landlord for the cost of the utility if Landlord so requests.

This Agreement does NOT provide for parking space(s) of any motor vehicle anywhere in or about the Property. **(If neither box is checked, this provision applies.)**

Parking described as _____ is herein provided and included in the monthly rental. Number of motor vehicles that may be parked in the parking space/garage: _____

Landlord has the right to reassign parking spaces with 3 day written notification and may require Tenant to move Tenant’s vehicle and all personal property to another comparable parking space/garage on the Property. Such a request is not a severance or reduction of a housing service, and Tenant shall comply promptly.

9. STORAGE

Any storage allowed is gratuitous and, to the extent allowed by law, Landlord assumes no responsibility for loss or damage to items therein. No bailment relationship is created by Tenant’s use of the storage space. Except as otherwise provided by law, Tenant assumes all risks associated with the loss, damage, or destruction of all personal property or items kept in the storage space. Tenant releases Landlord from any liability for loss or damage to Tenant’s property while stored on the Premises or the Property to the extent allowed by law.

- A.** If Tenant is provided an enclosed private garage, storage in an enclosed private garage is permitted if it is in conformance with fire safety requirements and allows Landlord visibility to assess the Premises or private garage for safety issues or maintenance needs and/or necessary repairs.
- B.** Storage of any personal belongings is prohibited on balconies, patios, yards or any other exterior area not intended for storage.
- C.** Tenant shall store only personal property Tenant owns and shall not store property claimed by another or in which another has any right, title or interest.
- D.** Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material on the Premises.

This Agreement does NOT provide for additional storage space outside of the Premises. **(If neither box is checked, this provision applies.)**

This Agreement provides for the following additional storage space only: _____

10. UTILITIES

Tenant shall pay directly for all utilities, services and charges provided to the Premises and any incurred by Tenant, EXCEPT:

Utility/Service	Landlord to pay	N/A
Gas	<input type="checkbox"/>	<input type="checkbox"/>

Utility/Service	Landlord to pay	N/A
Gardener	<input type="checkbox"/>	<input type="checkbox"/>

Electric	<input type="checkbox"/>	<input type="checkbox"/>	HOA Dues	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	Pool/Spa Service	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Alarm	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Cable	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

- A.** If any utilities are not separately metered, Tenant shall pay Tenant’s proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant’s name as of the Commencement Date. Tenant shall pay any cost for conversion from existing utilities service provider.
- Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter.
 - Gas Meter:** The Premises does not have a separate gas meter.
 - Electric Meter:** The Premises does not have a separate electrical meter.
 - If checked, the _____ for the _____ at the building is included in the utility service bill for the Premises. Tenant is aware that the bill for their individual unit will include charges for this common area and is being compensated with a monthly rent credit of \$ _____ <\$xx> per month
- B.** Tenant agrees to comply with any energy or water conservation programs implemented by Landlord or mandated by the utility provider or by law.
- C.** Landlord is responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant is responsible for providing and maintaining any additional phone lines.
- D.** Tenant is responsible for disposing of items of such size or nature as are not normally acceptable by the garbage service provider for the Property.
- E.** Disconnection of utilities due to non-payment is a material violation of this Agreement.

11. PROHIBITIONS

Without Landlord’s prior written permission, no pets, pianos, aquariums or liquid furniture shall be kept or allowed in or about the Premises.

12. PETS

This Agreement provides that without Landlord's prior written consent, no Pets shall be allowed in or about the Premises, however

(if checked) Landlord consents to Tenant keeping the animal(s) described here as a Pet:

Pet Name	Type (i.e.: dog, cat)	Breed (i.e.: Pug, Bengal)	Size/Color
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- A.** Tenant agrees to comply with all ordinances, regulations and laws applicable to the Pet(s) described above.
- B.** Tenant agrees to notify Landlord if Pet(s) no longer resides at the Premises.
- C.** Pet(s) must be or need not be spayed or neutered. (Check one).
- D.** If Pet(s) is a fish, the water container shall not be over _____ gallons and will be placed in a safe location in the Premises.
- E.** Use of areas not in the exclusive possession of the Tenant (such as walkways, stairwells, parking lots, grassy areas, or other interior or exterior common areas) for defecation and urination is prohibited. The Pet(s) may not be allowed to urinate or defecate on any unprotected carpet or flooring inside the dwelling. Any animal waste shall be disposed of promptly and properly by the Tenant or someone at the Tenant’s direction and expense. Tenant must provide and maintain an appropriate litter box, if applicable.
- F.** The Pet(s) shall be fed, and the food stored in a way that does not attract pests or cause damage.
- G.** Tenant shall be responsible for any cleaning in common areas necessitated by the Pet(s), i.e., dirty footprints.
- H.** Tenant shall prevent fleas or other infestation of the Premises or other common areas of Landlord and may be held liable for costs associated with any necessary remediation. Therefore, it is highly recommended that Tenant implement routine flea prevention measures.
- I.** The Pet(s) shall be on a leash, in a carrier, or otherwise under Tenant’s supervision and direct control at all times. The Pet(s) may not wander or be left unattended on the grounds or in common areas. Domestic rodents, reptiles and amphibians, or birds, if allowed, must remain caged at all times.
- J.** Tenant shall not permit Pet(s) to, and represents that Pet(s) will not cause any damage, nuisance, or disrupt the quiet enjoyment of any other tenant on the Property For example, Pet(s) may not make unnecessary and excessive noise, threaten injury or unwanted contact with others (i.e., jumping and lunging), bite, injure or contact others, cause any property damage, or engage in any other aggressive behavior. Any Pet(s) displaying aggressive behavior will result in Landlord’s revocation of permission to maintain such Pet on the Premises and the Pet must be immediately removed from the Property after notification from Landlord.
- K.** If the Pet is neglected or unattended, it will be reported to animal control, and any resulting costs will be Tenant’s responsibility.
- L.** In the event that Landlord, contractor, or maintenance personnel need access to the Premises, Tenant shall ensure that the Pet will be appropriately confined or restrained so as not to create a threat or interfere with the task being performed.
- M.** Tenant shall be liable to Landlord for all damage or expenses incurred by or in connection with Pet(s), and to the extent allowed by law shall hold Landlord harmless and indemnify Landlord for any and all damages or costs in connection with Pet.

Failure to comply with any of the above requirements is a material violation of the Rental/Lease Agreement.

13. RENTER’S INSURANCE

Tenant’s, guest’s, invitees or licensee’s personal property and vehicles are not insured by Landlord, manager, or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts or others, or any other cause.

Tenant is advised to carry Tenant’s own insurance (renter’s insurance) to protect Tenant from any such loss or damage.

Tenant shall comply with any requirement imposed on Tenant by Landlord’s insurer to avoid: (i) an increase in Landlord’s insurance premium (or Tenant shall pay for the increase in premium); or ii) loss of insurance.

Tenant shall obtain liability insurance in an amount not less than \$300,000 (bodily injury and property damage) for each occurrence naming Landlord and Landlord’s Agent Rossmoyne Property Management as additional **insured** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. (Additional interest is not acceptable). Tenant shall provide Rossmoyne Property Management a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

By initialing as provided, Tenant has read and understands the above information and policy regarding Renter’s Insurance.

___ Initial ___ Initial ___ Initial ___ Initial All Tenants

14. CONDITION OF PREMISES

Tenant has examined the Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke & carbon monoxide detector(s).

Tenant has been furnished a written walk-through completed by Landlord detailing the condition of the Premises at the time of Tenant move-in. Within seven (7) or _____ days after commencement date, Tenant will return that written walk-through with the Tenant’s portion completed and showing a list of items that are damaged or not in operable condition, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises. If Tenant does not complete and return the written walk-through, parties agree that Landlord’s walk-through is accurate and complete.

Tenant Acknowledges that no representation as to the condition or repair of the Premises, or as to Landlord’s intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Tenant except as noted here: _____.

15. GRILLING

Without Landlord’s prior written consent, no charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices (hereinafter “grill”) shall be allowed in or about the Premises.

16. TENANT RULES AND REGULATIONS

Tenant agrees to abide by any and all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant is responsible for both their own conduct and the conduct of any guest or invitee.

Quiet Enjoyment: Tenant and Tenant's guest(s) shall not violate any criminal or civil law ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Tenant shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Tenants are requested to be particularly aware of quiet time and careful about noise before the hour of 8:00 AM and after 10:00 PM every day. This includes the early and late use of dishwashers, disposals, washers and dryers, etc. Tenant is also responsible for compliance with any local noise ordinances.

17. NO SMOKING

No smoking of any substance is allowed on the Premises. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette or other similar lighted product (whether tobacco, marijuana, or any other substance). If smoking does occur on the Premises:

1. Tenant is in breach of this Agreement.
2. Tenant is responsible for all damage caused by the smoking including, but not limited to: stains, burns, odors and removal of debris.
3. Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned or replaced. Damages caused by smoking are above and beyond normal wear and tear and will impact the return of any security deposit.

Unless otherwise provided, Tenant may not possess, plant, cultivate, harvest, transport, dry or process, marijuana or cannabis products in the Premises or on the Property. However, Landlord will comply with all fair housing laws.

18. MAINTENANCE

- A. GENERAL MAINTENANCE:** Tenant shall properly use, operate and safeguard the 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 not remove batteries or disable smoke and carbon monoxide detectors, or otherwise interfere with their normal operation. Tenant agrees:
1. to keep the Premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, per the requirements of the waste disposal service provided at the Premises;
 2. to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;

3. to keep the Premises and furniture, furnishings, appliances, and fixtures, which are rented for Tenant’s exclusive use, in good order and condition; that all rooms, appliances and fixtures on the Premises must be able to be used for their intended purpose(s);
 4. to occupy the Premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes;
 5. to keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room on the Premises. Tenant must not otherwise maintain the Premises in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pests and mold growth, creates a fire hazard, or prevents rooms from being used for their intended purposes.
- B.** NOTIFICATION: Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damages with respect to the Premises, including Carbon Monoxide detector(s) and smoke alarms on the Premises. Tenant shall be charged for all damage to the Premises resulting from failure to report a problem in a timely manner.
- C.** PLUMBING BLOCKAGES: Tenant shall be charged for repair of drain blockages or stoppages caused by improper or negligent use by Tenant, Guests and/or Occupants. Tenant agrees to adhere to the rules outlined in the Tenant Handbook to avoid these costly repairs. However, if such a repair is necessary and caused by negligence or improper use, Tenant shall reimburse Landlord for these costs on demand.
- D.** LANDSCAPING:
- Landlord Tenant
shall water the garden, landscaping, trees and shrubs, except: Tenant to notify Landlord of any issues with the exterior of the property.
- Landlord Tenant
shall maintain the garden landscaping trees and shrubs, except: Tenant to notify Landlord of any issues with the exterior of the property.
1. Tenant agrees to immediately notify Landlord of any Issues with the exterior of the property. Tenant failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
 2. Tenant shall promptly advise Landlord of any problems with the landscaping including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Tenant may not delegate the responsibilities of this paragraph to any person including a contractor or other landscaping professional. Tenant may not alter the Landscaping or engage in “personal agriculture” without Landlords’ prior written permission.
 3. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 14D.
- E.** TENANT LOSS OF USE AND RENT ABATEMENT: Tenant acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and

repair, and that such work may result in temporary loss of use of portions of the building or the Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a rent reduction.

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

19. ALTERATIONS / REPAIRS

Except as allowed by law or paragraph 23C, without Landlord's prior written consent:

1. Tenant shall not make any repairs, alterations or improvements in or about the Premises, including: painting, wallpapering, adding or changing locks, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
2. Tenant shall not make any holes in stone, wood paneling, wood doors or any other surface which cannot be returned to its original condition with normal patching and painting.
3. Tenant shall not make any alterations to cable or telephone wiring without the prior consent of Landlord.
4. Tenant shall only install an antennae or satellite dish for personal, private use on the premises under the following conditions: 1. The antennae/satellite dish must be one meter or less in diameter; 2. The antennae/satellite dish may only be installed in the Premises in areas within Tenant's exclusive control. No part of the antennae/satellite dish may extend beyond a balcony or patio railing. The antennae/satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, windowsills, common balconies, hallways or stairways; 3. Tenant may not make physical modifications to the premises and may not cause physical or structural damage to the premises. No holes may be drilled through any walls or the roof. 4. Tenant must install, maintain and remove the antennae/satellite dish in a manner which is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal of the antennae/satellite dish. 5. Tenant is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the Premises will provide a suitable location for receiving a satellite signal; and 6. Tenant will move the antennae/satellite dish, at Tenant's expense, if necessary for Landlord maintenance or repairs and will remove the antennae/satellite dish at the end of the tenancy.
5. Resident may not install security devices (such as security cameras or video doorbells) that capture property images and sounds outside the dwelling unit without Landlord permission (which may be granted or withheld in Landlord's sole discretion).
6. Landlord shall not be responsible for the costs of alterations or repairs made by Tenant.
7. Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and any deduction made by Tenant shall be considered unpaid Rent.

20. KEYS / LOCKS

- A.** Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Landlord. If Tenant does re-key existing locks or opening devices, Tenant shall within 48 hours deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant. Tenant shall not consign keys to the Premises to any other person without the prior written consent of Landlord. Tenant shall not change garage opener or other transmitter frequency; tenant is responsible for maintenance of the opener, if any, including battery replacement. All keys must be returned to Landlord when Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.
- B.** Tenant acknowledges that locks to the Premises have have not, been re-keyed.
- C.** Tenant acknowledges receipt of _____ or Tenant will receive prior to Commencement Date):
- _____ Keys to the Premises
 - _____ Keys to mailbox
 - _____ Remote control device(s) for garage door/gate opener
 - _____ Other: _____

21. ENTRY

- A.** Tenant shall make the Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show the Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors.
- B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48 hours written notice is required to conduct an inspection of the Premises prior to Tenant moving out, unless Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required:
1. to enter in case of an emergency;
 2. if Tenant is present and consents at the time of entry; or
 3. if Tenant has abandoned or surrendered the Premises.
- No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- C.** Landlord shall have the right upon reasonable notice and during business hours to enter the Premises without Tenant's presence for any lawful purpose. Tenant acknowledges that Landlord is entitled to a key to the Premises and may use the same for entry as provided herein or by law.

- D. Tenant agrees not to interfere with management staff in the performance of their duties.** Tenant's non-compliance with Landlord's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

22. SIGNS

Tenant authorizes Landlord to place For Sale/For Lease signs on the Premises.

POLITICAL SIGNS: California law allows tenants to post "political signs", subject to certain limitations. A "political sign" is one that relates to any of the following: (a) An election or legislative vote, including an election of a candidate to public office. (b) The initiative, referendum, or recall process. (c) Issues that are before a public commission, public board, or elected local body for a vote. Tenant may only post, display or install political signs:

(a) in the window or door of the premises leased by Tenant in a multi-family dwelling or in the case of a single-family home, from the yard, window, door, balcony, or outside wall of the premises leased by the Tenant.

(b) that are no more than 6 square feet in size.

(c) without causing any damage to or alteration of the premises such as drilling holes; nailing into outside walls, door frames, windowsills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Tenant is strictly liable for any damages or injury as a result of such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).

(d) that are not posted or displayed in violation of any local, state, or federal law; or in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6. Tenant shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance

(e) in accordance with the following time limit: If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.

23. DISCLOSURES AND HAZARDS

A. NEIGHBORHOOD CONDITIONS

Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wire, wireless internet connections or other telecommunications or transportation, construction and development that may affect noise, view or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions and personal needs, requirements and preferences of Tenant.

B. MEGAN’S LAW

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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain it directly from this website.)

C. LEAD-BASED PAINT

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. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy (Public Law 102-550 sec. 1018(c)).**

Landlord’s Disclosure:

- The Property was constructed on or after January 1, 1978.
- The Property was constructed prior to 1978.

1. Presence of lead-based paint or lead-based paint hazards (check one below):

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

- Landlord has no knowledge of lead-based paint or lead-based paint hazards in the housing.

2. Records and reports available to the Landlord (check one below)

- Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
- Landlord has no reports or records pertaining to lead-based paint or lead based paint hazards in the housing.

Landlord has reviewed the Lead Based Paint Disclosure Information (Paragraph 21C) above and certifies, to the best of their knowledge, that the information provided is true and correct.

_____ Initial (Landlord) Date: _____

Tenant agrees to promptly notify Landlord in writing of any deteriorated and/or peeling paint.

By initialing as provided, Tenant acknowledges receipt of the federally approved pamphlet on lead poisoning prevention titled California Association of Realtors - Combined Hazards Book which includes Residential Environmental Hazards with Toxic Mold Update, “Protect Your Family from Leaks” Booklet and Homeowners Guide to Earthquake Safety.

_____ Initial Tenant

D. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:

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

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

2. The Premises was previously treated for elevated levels of mold that were detected.

3. **MOLD AND DAMPNESS:** Tenant acknowledges receipt of the California Department of Public Health booklet titled, "Information on Dampness and Mold for Renters in California."

____ Initial Tenant

E. MANDATORY BEDBUG NOTICE

California law requires all Landlords to provide specific information about bed bugs to Tenants.

Landlord has inspected the Premises prior to lease and knows of no bedbug infestation. Tenants 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.

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency at <http://www2.epa.gov/bedbugs> and the National Pest Management Association at <http://www.pestworld.org/all-things-bed-bugs/>.
7. Tenant shall immediately report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.
9. Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

By initialing as provided, Tenant acknowledges having read and understood the foregoing.

____ Initial Tenant

F. PROPOSITION 65: (Safe Drinking Water and Toxic Enforcement Act):

⚠ PROPOSITION 65 Warning: You may be exposed at the property to chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, nicotine, gasoline and diesel engine exhaust, soots, tars, and mineral oils. For more information go to www.p65warnings.ca.gov/places/enclosed-parking-facilities (if the property has an enclosed garage) and www.p65warnings.ca.gov/places/designated-smoking-areas (if smoking is permitted on the property).

By initialing as provided, Tenant acknowledges receipt of CAA - California's Proposition 65 Warning Brochure (2 pages). _____ Initial Tenant

G. ASBESTOS

The Premises was constructed prior to 1979. The Premises may contain asbestos or have original construction materials that contain asbestos.

The Premises contains asbestos. Asbestos is known to exist in the following locations: _____
(Copies of available reports, if any, are attached hereto for your reference and information.)

The Premises did contain asbestos which has been remediated in the following locations: _____
and may contain asbestos or have original construction materials that contain asbestos.
(Copies of available reports, if any, are attached hereto for your reference and information.)

Tenant or Tenant's guest(s), employees and contractors shall not take or permit any action which in anyway damages or disturbs the premises or any part thereof, including, but not limited to:

1. Piercing the surface of the ceiling by drilling or any other method;
2. Hanging plants, mobiles, or other objects from the ceiling;
3. Attaching any fixtures to the ceiling;
4. Allowing any objects to come in contact with the ceiling;
5. Permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
6. Painting, cleaning, or undertaking any repairs of any portion of the ceiling;
7. Replacing light fixtures;
8. Undertaking any activity which results in building vibration that may cause damage to the ceiling.

By initialing as provided, Tenant acknowledges receipt of the California Association of Realtors - Combined Hazards Book.

_____ Initial Tenant

H. PERIODIC PEST CONTROL

There is no regularly scheduled pest control on the Premises.

Landlord has entered into a contract for periodic pest control treatment of the Premises. California law requires that an Owner/Agent of a Residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The Premises you are renting are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company has been sent to Tenant electronically prior to this lease signing and Tenant acknowledges receipt of same.

State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following:

- For Health Questions – the County Health Department
- For Regulatory Information – the Department of Pesticide Regulation: (916) 324-4100

By initialing as provided, Tenant acknowledges having read and understood the foregoing and the referenced document(s). _____ Initial Tenant

I. TENANT FLOOD HAZARD DISCLOSURE

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

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

OR

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

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

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

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

By initialing as provided, Tenant acknowledges having read and understood the foregoing Hazard Disclosure. _____ Initial Tenant

J. ADDITIONAL PROPERTY DISCLOSURES

Tenant is advised of the following conditions specific to the Premises: _____

24. BREACH OF CONTRACT; EARLY TERMINATION

In addition to any obligations established by Paragraph 23, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, rekeying, painting, other maintenance costs necessary to ready the Premises for re-rental and any other amount necessary to compensate the Landlord for damages caused by the breach. Landlord may withhold any such amounts from Tenant's security deposit. Tenant is advised that such loss may substantially exceed Tenant's Security Deposit.

The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises; (b) Arrest of Tenant, household member, occupant, guest or visitor for possession/sale/storage of any narcotic/controlled substance/chemical or herbal contraband in or about the Premises; (c) A misrepresentation or material omission on Tenant's Application to Rent; (d) Defaults by Tenant causing Landlord to serve more than two notices to pay or quit, or perform or quit, in any twelve (12) month period, whether or not Tenant subsequently cures such defaults.

25. TENANT'S OBLIGATIONS UPON VACATING THE PREMISES

- A.** Upon termination of this Agreement, Tenant shall:
1. give Landlord all copies of all keys or opening devices to the Premises, including common areas and any installed by Tenant during their tenancy;
 2. vacate and surrender the Premises to Landlord, empty of all persons;
 3. vacate any and all parking and/or storage space;
 4. remove all debris;
 5. clean and deliver the Premises to Landlord in the same condition as referenced in paragraph 11 above, and in accordance with the 'Moving Out' section of the Tenant Handbook);
 6. give written notice to Landlord of Tenant's forwarding address.

- B.** All alterations/improvements made by or caused to be made by Tenant, with or without Landlord’s consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

The move-out of ALL TENANTS and their belongings, and the surrender of possession to Landlord is required for termination of the obligation to pay rent and other obligations under this contract. Rent must be paid through the last day of tenancy.

Tenant agrees that any personal property left behind in the Property including the Premises, the Parking Space/Garage or the storage area, has been abandoned and may be disposed of by Landlord and reasonable expenses charged back to Tenant as allowed under California law.

- C.** RIGHT TO PRE-MOVE-OUT INSPECTION AND REPAIRS: After giving or receiving notice of termination of a tenancy or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental. If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement.

Any repairs or alterations made to the Premises as a result of this inspection (collectively, “Repairs”) shall be made at Tenant’s expense. Repairs may be performed by Tenant or through others who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials.

Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipt and statements to Landlord prior to termination.

Paragraph 23C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure, Section 1161 (2), (3) or (4).

26. TENANT HANDBOOK

Tenant has read, understands and agrees to be bound by the existing Tenant Handbook attached to and made part of this Agreement. _____ Initial Tenant

27. NOTICES

Rossmoyne Property Management is authorized to manage the property and to accept service of notices, demands and service of process on behalf of the property owner at the following address (or at any other location subsequently designated):

Rossmoyne Property Management
Attn: Bonnye LaPenotiere Sirk
1300 North Verdugo Road
Glendale, CA 91208
Phone 818-242-6825

Notices may be served to Tenant at the following address, or at any other location subsequently designated:

_____ |
Enter Property Street
Enter Property City, State, Zip

It is the responsibility of each party to this Rental Agreement to update the other party if email or telephone information changes.

28. TENANT ESTOPPEL CERTIFICATE

Within 7 days after written notice, Tenant agrees to execute and deliver an estoppel certificate as submitted by Landlord, acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgment that the certificate as submitted by Landlord is true and correct and may be relied upon by a lender or purchaser.

29. TENANT REPRESENTATIONS

Tenant warrants that all statements in Tenant's rental application are accurate. The application is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material, incurable breach of this Agreement and may be cause for eviction.

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit report agency if you fail to fulfill the terms of your obligations under this Agreement.

30. MEDIATION

- A.** Consistent with Paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in such action.
- B.** The following matters are excluded from mediation:
1. an unlawful detainer action;
 2. the filing or enforcement of a mechanic's lien; and
 3. any matter within the jurisdiction of a probate, small claims or bankruptcy court;
 4. the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

31. ATTORNEY FEES

In any action or proceeding arising out of this Agreement, each party shall pay their own legal costs, including but not limited to attorney’s fees and court costs, regardless of the outcome.

32. INTERRUPTION OF SERVICES

Landlord shall not be liable to Tenant or to any other person in damages or otherwise, nor shall Landlord be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than Landlord, or by Landlord due to circumstances beyond Landlord’s reasonable control.

33. NO WAIVER

No failure of Landlord to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Landlord of any term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Landlord to insist upon performance by Tenant of all the provisions of this Agreement or support a claim of detrimental reliance by Tenant. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term of this Agreement regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. Landlord’s acceptance of a partial payment of rent will not constitute a waiver of Landlord’s right to the full amount due nor will Landlord’s acceptance of rent paid late ever constitute a waiver of Landlord’s right to evict Tenant for habitual late payment of rent.

34. ADDITIONAL

The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this Agreement, each and every expressed term and condition is deemed material by the parties.

35. AGENCY

CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: **Rossmoyne Property Management**

is the agent of (check one): the Owner exclusively; or both the Owner and Tenant.

Leasing Agent: _____ (if not same as Listing Agent)

is the agent of (check one): the Tenant exclusively; the Owner exclusively; or both the Tenant and Owner.

Rossmoyne Property Management is the agent for the property owner, and as such represents the owner’s interest in all rental and leasing transactions and for purposes of managing the Premises in accordance with a separate management agreement. Tenant agrees to communicate with Rossmoyne Property Management, Owner’s Agent on all issues relating to or arising out of this Rental Agreement. The termination of the management agreement shall not terminate this Rental Agreement.

36. TIME IS OF THE ESSENCE: ENTIRE CONTRACT; CHANGES

Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Landlord-Tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

37. MOVE-IN COSTS / RECEIPT

Move-in funds (Security Deposit and First Month’s Rent) made payable to Rossmoyne Property Management shall be paid by money order or cashier’s check.

As specified below, Landlord acknowledges receipt of move-in funds.

RECEIPT				
Landlord hereby acknowledges receiving and Tenant acknowledges paying the following:				
	Total Due	Payment Received	Balance Due	Date Due
Security Deposit	\$ _____	\$ _____	\$ _____	_____
1st Month’s Rent	\$ _____	\$ _____	\$ _____	_____
Other	\$ _____	\$ _____	\$ _____	_____

Tenancy did not start on the first of the month and Tenant is to pay:

Prorated rent of \$ _____ on _____

Regular rent of \$ _____ each month, beginning _____.



38. The Premises is being managed by Property Management firm immediately below:

Real Estate Broker (Property Manager): **Rossmoyne Property Management** DRE License #: **00659141**

By (Agent): _____ DRE License # _____

Address: **1300 North Verdugo Road, Glendale, CA 91208** Telephone #: **818-242-6825**

Tenant agrees to rent the Premises on the above terms and conditions and represents that they have relied solely on their own judgment, experience and expertise in entering into this Agreement.

Tenant understands that this Agreement will automatically continue as a tenancy from month-to-month at the end of the term specified in paragraph 3 above.

Tenant: _____ Date: _____

Telephone: _____ Email: _____

39. Landlord agrees to rent the Premises on the above terms and conditions.

_____ Landlord, by their agent, **Rossmoyne Property Management**

_____ Date: _____

Rossmoyne Property Management, Agent of property owner
1300 North Verdugo Road, Glendale, CA 91208
frontoffice@rossmoyne.com



Tenant Handbook

Welcome to your new home!

This handbook is designed to answer your questions about being a Rossmoyne Property Management Tenant. We want your tenancy to be a great experience. To that end, our goal is to be as clear as possible about what you can expect from Rossmoyne and what we expect from you in return.

This Tenant Handbook is an addendum to the rental agreement between Landlord and Tenant, which means both parties are bound to the information outlined here.

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Enter Date



After hours – EMERGENCIES ONLY PLEASE –

Call 818-242-6825, dial extension 9.

Please speak slowly and leave

your name,

a telephone number,

your address and

a brief description of the problem.

We are available 24 hours a day but please be sure it is an emergency.

ROSSMOYNE Location and Contact Information

Rossmoyne Property Management
1300 North Verdugo Road
Glendale, CA 91208

Phone (Main Line): 818-242-6825
Email: frontoffice@rossmoyne.com
www.rossmoyne.com

Our phone is typically answered by a real human being. If you get a voice recording, we are either closed or just plain busy. Follow the prompts, leave us a message and we will get back to you as soon as possible.

Questions:

Accounting Lynn 818-550-3356 lynn@rossmoyne.com

Maintenance 818-242-6825 or Online Tenant Portal: Rossmoyne.com

Reporting Maintenance Problems / Requesting Repairs

Ensuring the safety and habitability of the property where you live is one of our primary responsibilities as the owner's agent.

Our job as Landlord's agent is to contact a vendor in a timely fashion, submit a work request, authorize the necessary work and pay the bill when it comes in.

Your job as Tenant is to promptly report problems at the property, allow access to vendors when notified of entry and let us know if it doesn't get done or doesn't get done right.

Please note: Maintenance requests / repairs can only be requested by a tenant or authorized occupant of the property.

Emergencies

An emergency is a life-threatening situation such as a fire, flood, smell of gas, etc. or a situation that is causing immediate and uncontrollable damage to the property, such as free-flowing, uncontrolled water. Please follow the directions below if there is such an emergency at your property:

- For emergencies causing immediate personal danger such as fire or break-ins: call 911
- For emergencies involving gas or gas odor: Immediately open the windows and leave the premises. From a telephone **away from the unit** call your local gas company) and if necessary, 911. Do not light any appliance, touch any electrical switch or use a telephone.
- For emergencies such as backed up plumbing or flooding: call Rossmoyne Property Management at 818-242-6825 and follow the emergency instructions to page an on-call property manager. Please remember to speak slowly; leave a property address AND A PHONE NUMBER where you can be reached.

Please Note: Loss of heat and/or loss of power is not an emergency. These are critical issues that we will address as quickly as possible or the next business day. Other examples of non-emergencies include loss of air-conditioning, a non-working appliance, lockouts and noisy neighbors.

Non-emergencies

- STEP ONE: Before submitting a repair request, please attempt the following trouble-shooting tips:
 - ✓ **Heater not working:** Call Southern California Gas Company and request a free safety check. SoCalGas will check all gas appliances in your unit, including the heater and will re-light the pilot at no charge. If there is a more serious problem with the heater, SoCalGas will often diagnose the problem and leave a service call sheet at the property detailing the problem. Please provide the information on this sheet to ROSSMOYNE when you call to report the heater problem so we can send our HVAC vendor prepared to address the issue.
 - ✓ **Outlet not working:** Check to see if it is controlled by a light switch in the room.
 - ✓ **Electrical does not work in part of the house:** Check all your GFI outlets (usually located in areas that may get wet i.e.: kitchen, bathroom, garage or patio.) Reset the GFI plugs (there will typically be a red Reset button) and see if this restarts the electrical. There may be more than one GFI outlet – check them all. Then, Check ALL circuit breakers to see if one has been tripped or turned off (see additional notes below).

- ✓ Electrical does not work throughout house: Check ALL circuit breakers to see if one has been tripped or turned off. It can be difficult to see if an individual breaker is tripped so you may need to reset them all. To reset a circuit breaker, the switch must be turned all the way off and then all the way on.
 - ✓ Circuit breakers keep tripping / going off: Check to see if the circuits are being overloaded with appliances such as space heaters, air conditioners, blow dryers, microwaves, etc., which draw A LOT of power and are common culprits for tripping breakers. Rossmoyne manages a lot of wonderful old buildings – they have charm, but not always updated electrical.
 - ✓ Garbage disposal does not work: If the garbage disposal is not making any noise when turned on, look on the bottom of the garbage disposal (under the sink) and press the reset button (typically a small red or black button on the front or bottom of the disposal).
- STEP TWO: Submit a maintenance request to ROSSMOYNE via phone, email or the ROSSMOYNE website. Please be sure to explain the problem clearly and include your name, telephone numbers & address.
 - STEP THREE: Make an appointment. A repair person (vendor) will contact you within 2 business days to make an appointment. If you are not contacted within 2-3 business days, please call ROSSMOYNE so that we can follow up. PLEASE NOTE: For our tenants' safety, our office will NOT release keys to vendors. Please ensure you or someone you trust is available to give the repair person access to your home during normal business hours. If a vendor shows up for a scheduled appointment and the tenant is not home, that vendor must still pay their technician and that invoice must be paid by the tenant who missed the scheduled appointment.
 - STEP FOUR: Follow-up. If you are still having difficulty after a repair has been completed, please report it to ROSSMOYNE immediately as the work may still be under warranty. If you fail to report ongoing problems and this causes further damage, you are responsible for the cost of that damage.

Locked Out?

- *During normal business hours (M-F, 9:00 a.m. to 5:00 pm excluding holidays), please contact Rossmoyne to pick up a key from our office. You must be a Tenant on the Residential Lease and provide current ID to pick up a key. All borrowed keys must be returned to our office within 24 hours. We are sorry, but we are not resourced to deliver keys to you at the Premises. Please note: If, for any reason, we do not have a key on file or the keys we have on file do not work, it is the Tenant's responsibility to contact and pay a licensed locksmith to gain entry to the property.*
- *After normal business hours or on weekends/holidays, please contact and pay a licensed locksmith to gain entry to the property. For the safety of our tenants, all keys are locked securely in our office after hours so the on-call staff is unable to respond to an emergency call placed because of a lock out.*

Please Note: If a Rossmoyne Property Management employee or maintenance technician has a scheduled visit to your unit, it is our policy to lock ALL locks when exiting the unit unless otherwise instructed. Please ensure you always carry the necessary keys to access your home. ROSSMOYNE will not take responsibility for a lockout due to tenants not carrying all keys with them.

Common Tenant Charges and How to Avoid Them

Repairs are paid for by the Owner when they are required due to the age of the property and regular wear and tear. If the need for repair is a result of tenant actions, paying for that repair is the Tenant’s responsibility. In an effort to reduce costs you may incur, please make a note of these common scenarios and how to avoid them.

Tenant Gets a Bill for . . .	How to Avoid It
Missing a scheduled maintenance appointment	<ul style="list-style-type: none"> • Make sure you or someone you trust over 18 is home to let vendors in for scheduled appointments. If you have to cancel or reschedule an appointment, do so AT LEAST 24 hours IN ADVANCE and contact the scheduled vendor directly to do so – do not leave a message on the ROSSMOYNE general line.
A sink, tub or toilet when the stoppage was caused by tenant(s) placement of something inappropriate in the line	<ul style="list-style-type: none"> • Do not pour grease down the drain. • Put a hair catcher on all drains. • NEVER put anything other than toilet paper in the toilet, including but not limited to: paper towels, baby wipes, (even if they say they are flushable), diapers (disposable or any other kind), feminine hygiene items (pads, tampons, applicators etc.), medicines, Q-tips or cotton balls, hair, condoms, dental floss, kitty litter (even if it says it is flushable), personal property, tools, rags or excessive toilet paper.
A garbage disposal that was jammed or not working because of something inappropriate in the line	<ul style="list-style-type: none"> • Use garbage disposal for small amounts of soft food only. DO NOT put other items in the garbage disposal, such as: non-food items (i.e.: glass, plastic, metal or paper), grease or meat fat, hard foods (i.e.: popcorn kernels/apple seeds), bones of any size, or fibrous vegetable parts (i.e.: cornhusks.)
An electrician’s visit for lack of power in an outlet or room at the property when the problem is a tripped GFI or breaker.	<ul style="list-style-type: none"> • See if the outlet is controlled by a switch in the room • Check all GFI outlets to see if they are tripped – those nearby may be on the same circuit • Flip the circuit breakers – see instructions above under Step One for Non-emergencies
Reporting a repair which does not require service	<ul style="list-style-type: none"> • Take a moment to troubleshoot before calling ROSSMOYNE to report a maintenance issue. • Review the Reporting Maintenance Problems / Requesting Repairs section of this Tenant Handbook and follow the instructions for troubleshooting accordingly.

Tenant Gets a Bill for . . .	How to Avoid It
Reporting a failed garage door/gate remote opener/or any battery-operated device that only requires battery replacement	<ul style="list-style-type: none"> • Check batteries before calling.
Removing items dumped improperly in waste receptacles	<ul style="list-style-type: none"> • Keep items in designated waste receptacles and remove in a timely fashion in order to help prevent pest problems. • Put waste in the correct containers; i.e.: recyclables in recycling, compost in compost and garbage in garbage containers. • Place waste inside the receptacles, not next to them. • Break down cardboard boxes before placing them in the recycling bin. • Dispose of items too large to fit in the waste containers. Most waste services offer at least one large item pick up free of charge. • Contact your local waste management service for information on how to dispose of batteries, electronics, flammable liquids, or any other hazardous material.
Window glass and/or door replacement	<ul style="list-style-type: none"> • If the window/door was broken during an attempted break-in, file a Police Report detailing the cause of the problem as forced entry by others and provide a copy to ROSSMOYNE. • If the window/door is broken due to a tenant incident (even if it is an accident), it is a tenant responsibility.

Please follow the tips above to help avoid incurring additional costs!

Caring for the Property: Tenant Tips & Information

DO's and DONT's

DO	DO NOT
<ul style="list-style-type: none"> • Replace light bulbs with correct size replacements • Handle normal insect maintenance such as ants, silver fish and non-poisonous spiders 	<ul style="list-style-type: none"> • DO NOT EVER use over the counter plumbing liquids to unclog drains or toilets - they can damage pipes and are dangerous to anyone who may later work on the plumbing • Use abrasive cleaners

DO	DO NOT
<ul style="list-style-type: none"> • Call the local gas utility for a yearly check on gas heaters before winter • Keep property clean including regular professional carpet cleaning • Put a hair catcher on all drains • Keep plants in appropriate containers with a saucer or feet underneath to avoid staining 	<ul style="list-style-type: none"> • Use wax on vinyl or tile • Install contact paper, bathtub stickers or any other adhesive on any surface • Use nails or screws in doors, wood paneling or brick/stone which cannot be patched once the nails are removed

How to Care For . . Garbage Disposals *(If your home has a garbage disposal.)*

Garbage disposals are handy for getting rid of food waste & making meal cleanup easier, but they can jam or break if they're not used properly. Follow the guidelines below for proper use and maintenance of your garbage disposal:

- Always use a strong stream of cold (not hot) water when running the disposal - before, during, and after the grinding process.
- Keep the disposal running for a few seconds after the grinding noise has stopped. The water will flush the remaining particles down.
- Do occasional simple cleaning by running hot, soapy water through the disposal to remove particles stuck to the blades.
- Run your disposal often to keep the blades sharp and prevents the disposal from rusting.
- Eliminate odors by grinding up citrus (lemon or orange) peels or by sprinkling baking soda down the drain.
- Never put chemical drain cleaners in a sink with a garbage disposal.
- Never reach into a disposal to clear a jam, even if the power is off. The blades can spring into action when the tension is released, causing severe injuries.
- DO NOT put inappropriate things in the garbage disposal, such as: nonfood items (i.e.: glass, plastic, metal or paper, any grease or meat fat, popcorn kernels / apple seeds (hard; small), bones of any size, fibrous vegetable parts such as cornhusks.

How to Care For . . Hardwood Floors *(If your home has hardwood floors.)*

Preventing damage to your hardwood floors:

- **Dirt & Grit** - Dirt, grit and sand are your hardwood floors worst enemies. They act like sandpaper on the finish, causing scratches, dents and dulling. Place floor mats at entrances to trap dirt and prevent damage.
- **Water & Other Spills** - Standing water can warp a finished hardwood floor and can damage the finish. Always wipe up any spills immediately and place containers under any indoor plants or other sources of possible water leaks to prevent unnoticed standing water.
- **Furniture** – Never drag furniture across the hardwood floor. Be sure to lift the furniture to move it. Felt contacts under the legs will help prevent scratches.
- **Dents** - Vacuum with a brush attachment; don't use vacuums with beater bars.

- **Sun** – Direct sun can discolor your hardwood floor. Close curtains and blinds or add sheer drapes to protect from the sun’s intense UV rays.

Cleaning your hardwood floors:

- **Hard Cleaners** - Avoid oil soaps. They can build up and create problems when it’s time to put a maintenance coat on the floor. Instead, neutral pH cleaners made specifically for wood floors are recommended.
- **Sweep** - Brooms with fine, exploded ends trap dust and grit effectively.
- **Vacuum** – Canister vacuums with special bare floor attachments are the surest way to get rid of all the dirt and dust.
- **Dust Mop** – Use a good dust mop (one with a 12- to 18- inch cotton head) and a special dust mop treatment. Spray the treatment onto the mop head 12 to 24 hours before dust mopping.

How to Care For . . . Refinished Surfaces *(If your home has a refinished surface.)*

Your home has the following refinished surfaces: _____.

Following the care instructions below will help your refinished surface look better and last longer.

DO’s and DONT’s

DO	DO NOT
<ul style="list-style-type: none"> • Use liquid or foam cleaners such as: Simple Green, Lysol, Tough Act, Ammonia, Top Job, Mr. Clean or Dow Bathroom Cleaner. • Use a cleaning pad that is safe for use on ‘Teflon’ or ‘Silverstone’ if your refinished surface becomes soiled. This will scrub the surface without damaging it. For difficult stains try baking soda and water in a paste like consistency. This will allow for an abrasive deep clean without scratching. • Use full strength vinegar on a sponge to remove soap film build up on your refinished surface. • Store sharp or heavy objects where they can’t be easily dropped onto the surface as they can chip your refinished surface upon impact. 	<ul style="list-style-type: none"> • Use abrasive or acidic cleaning products such as Ajax, Comet, Soft Scrub, Tilex, X-14, Scouring pads or any product not designed for use on bathroom or kitchen fixtures. • Use adhesive decals, adhesive tape, non-skid applications, hair dye or rubber mats with suction cups – these items will damage the finish. • Leave wet towels and or washcloths on your refinished surface. Water can damage any finish if left standing for a long period time. After each use wipe any areas of standing water such as soap dishes, low corners or depressions.
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- **How to Care For. . Fireplaces (If your home has a fireplace.)**

Tips for keeping your fireplace well-maintained:

- Keep combustible materials like carpets, drapes and furniture away from the fireplace when a fire is burning. A guard in front of the fireplace will help keep children and pets from harm. Be sure there are no combustibles within 12 inches above the lintel (the metal plate at the top of the fireplace opening), including things like a wooden mantel.
- Clean ash from the fireplace whenever it reaches the bottom of the grate where it can impede airflow (an inch of ash in the fireplace will actually make it easier to maintain a fire). Wear a dust mask and gloves for safety.
- Have your wood-burning fireplace and chimney cleaned and inspected by a certified sweep once a year, at the end of the burning season, or more often if you notice creosote and soot build-up over 1/8-inch on the inside of the chimney. The Chimney Safety Institute of America, a nonprofit formed in 1983, lists almost 1,500 chimney professionals in 49 states that actively carry the Certified Chimney Sweep credential.
- Test out the function of your fireplace by lighting a few small pieces of seasoned wood, lit from the top down. If smoke doesn't exit vertically from the fireplace into the chimney, but enters the room, immediately troubleshoot and correct any problems. These can include creosote/soot build-up, other debris in the chimney like bird or animal nests, a damper that is closed or partially closed, or wet wood that isn't burning well.
- Burn only seasoned, not "green," wood. Seasoned wood is wood that has been cut and dried under cover for at least 6-12 months, registering less than 20% moisture with a meter. Split wood dries more thoroughly and burns better than whole logs. Well-seasoned wood makes a sharp ringing sound when two logs are knocked together, while green wood makes a dull thud. Green wood will not burn as thoroughly, creating more soot and creosote.
- Burn hardwoods, not soft woods. Hardwoods like oak, ash and maple are denser and heavier, delivering more heat than lighter softwoods like pine, poplar and cedar.

Move Out and Security Deposits

Giving Notice

Provide Rossmoyne Property Management with at least 30 days written notice of your intention to move, including the date you plan to return possession of the property. Email is considered sufficient for written notice. You will receive a letter from us confirming receipt of your notice, requesting your forwarding address and giving you detailed instructions on the move-out process.

Showings

Depending on timing and the work needed, we may show the property to prospective tenants before you have vacated. When this is the case, you will be provided reasonable notice and we will do our best to get the property rented quickly with minimal intrusion to you. If the property shows well and we have flexible access, odds are good it will rent quickly and we will be out of your hair quickly.

Cleaning Checklist

The property should be returned to ROSSMOYNE in the condition it was delivered to you minus regular wear and tear. Reference your move-in walkthrough to see if specific damages already existed when you moved into the property. This is what we will use to determine what damages were caused by a vacating tenant and therefore what are reasonable deductions from the security deposit. Specifically, please ensure you do the following:

- ✓ **Trash:** Remove all personal possessions and debris from the property including cupboards, closets and drawers. Any items remaining at the property will be removed and that charge will be deducted from your security deposit.
- ✓ **Cleaning:** This property was professionally cleaned prior to your move-in and must be returned to the same level of cleanliness it was in at that time. This includes, but is not limited to, vinyl or tile floors, windows, windowsills & door casings, baseboards, mini blinds, wiping out drawers & shelves, sinks, toilets, bathtubs or showers (including tile and grout), vanities, light fixtures, ceiling fans, fireplaces, water heater and/or heating unit closets, patios, decks, carports and storage areas. Leaving a property dirty is not considered normal wear & tear. Please note: We strongly recommend having Rossmoyne Property Management arrange for cleaning after your move-out to ensure it is done to this standard.
- ✓ **Carpet Cleaning:** The carpets were new or professionally cleaned prior to your move-in and must be professionally cleaned when you move out to return them to that condition. **DO NOT** rent machines from a store or use home cleaning machines. If you pay a profession cleaner send us a copy of your receipt. If you prefer Rossmoyne Property Management can arrange for carpet cleaning after your move-out and deduct it from your security deposit.
- ✓ **Carpet Replacement:** Carpet is expected to have a useful life of 5-10 years depending on the carpet. The life of carpet can be extended significantly with regular vacuuming and professional cleaning. Such cleaning is a Tenant responsibility. Carpet replacement will be prorated on a five (5) year basis and deducted from security deposit accordingly. (Example: Tenant occupies the Premises for 36 months. After professional cleaning, it is clear the carpet must be replaced in order to rent the

Premises. Carpet was last replaced 4 years ago. Cost for replacement carpet is \$1500. Tenant is responsible for \$300.00.)

- ✓ Draperies: Do not wash draperies; You are not expected to dry clean draperies unless there was wear and tear above and beyond normal. If you have caused excessive soil or allowed water damage from open windows or you have not been using the draperies provided and/or have not kept them in good condition, please let us know.
- ✓ Appliances: Please leave all appliances plugged in **and keep the refrigerator running with the door closed**. If it is unplugged, a smell develops, and it requires cleaning. Clean appliances thoroughly as follows:
 - refrigerator, freezer, shelves, crisper, under crisper, behind refrigerator
 - stovetop, burners, drip pans, burner caps and/or rings, knobs, vent hood, fan and screen/filter
 - oven and broiler
 - dishwasher
- ✓ Painting: Do remove all hooks and nails from walls. We request that you do not spackle, putty, or touch up paint unless you are absolutely sure the paint will match. If you paint & it does not match, you will be charged for necessary painting to match the existing paint. Charges for painting depend on the length of your tenancy and whether it exceeds normal wear & tear. Paint work needed upon Tenant move out will be prorated on a two (2) year basis and deducted from the security deposit accordingly. (Example: Tenant occupies the Premises for 18 months. Cost to return paint to move-in condition is \$2000. Tenant is responsible for \$500.)
- ✓ General upkeep/maintenance: Be sure that all light bulbs, filters, doorstops are replaced. These items must be in place and working or that charge will be deducted from your security deposit.
- ✓ Pest control: If you have a pet and there is an infestation of fleas or other 'pet-related' pests, we will have the property treated by a professional pest control company and that charge will be deducted from your security deposit.

We can schedule cleaning, including carpet and/or drapery cleaning, after you vacate the property, and deduct those charges from your security deposit. Please call our office for an approximate cost for these services.

Last Steps for Moveout

- 1) If you move earlier than the rental termination date, please notify us immediately. If we secure a tenant with a move-in date prior to your termination date, we can credit you the rent for that period.
- 2) When switching off utilities, make sure they remain active up to your termination date even if you vacate the property early so there is no interruption to service.
- 3) Return all keys you received at the beginning of your tenancy, including mailbox keys and garage door openers, to the ROSSMOYNE office so you will not be charged for re-keying the locks or making additional copies of keys. Any missing keys will be replaced and that charge will be deducted from your security deposit.
- 4) Furnish a forwarding address for your security deposit.

We appreciate your adherence to these guidelines to help us ensure a prompt accounting and return of your security deposit.