

1. Tiner Standard Rental Addendum

1.1 TINER STANDARD RENTAL ADDENDUM

In addition to the terms of the Rental Agreement dated <<Lease Creation Date>>, for the property known as: <<Property Address>><<Tenants (Financially Responsible)>> Tenant(s) understands and agrees to the following:

1. **LEAD-BASED PAINT AND ASBESTOS DISCLOSURES:** If built before 1978, Tenant has received and signed *Disclosure Of Information on Lead-Based Paint and Lead-Based Paint Hazards* and the *Asbestos Hazards and Disclosure* as well as the pamphlet *Protecting Your Family From Lead In your Home*. If built between 1978 and 1981, Tenant has received and signed *Asbestos Hazards and Disclosure*.

2. **UTILITIES:** **Your gas and electricity will be turned off** as of the beginning date of your Lease Agreement – Be sure to transfer utilities into your name.

3. **APPLICATION OF RENT:** At the sole and exclusive discretion of the Landlord, monies paid by the Tenant will be applied first to any previous balance due on Tenant's account, including past due rent, fines assessed as a result of Tenant actions, returned check charges, utility bills, unpaid bills, and damages; and secondly, to rent.

4. **SMOKING:** **Smoking is not allowed inside the residence or garage. Pursuant to HS code 11362.79 this includes medical marijuana.** If this rule is violated, it could lead to the eviction of the Tenant. Tenant will be financially responsible for any damage caused as a result of smoking indoors, including: scrubbing, treating, and re-painting of walls and ceilings, deodorizing and cleaning of the drapes, blinds, and carpets.

5. **APPOINTMENTS WITH REPAIRMAN:** Should Tenant fail to keep a scheduled appointment with a repairman, Tenant agrees to pay said repairman's normal minimum trip charge immediately upon receipt of bill.

6. **APPLIANCE & FIREPLACE USE AND MAINTENANCE:** **When there is a washer, dryer, refrigerator, portable microwave, alarm system, exterior spa, or N/A** the Owner is not obligated to maintain, repair, or replace them. These items are not being provided as an integral part of the tenancy, and the Landlord has no responsibility for these items. Further, should any of these items fail to operate properly; this shall not constitute justification for the Tenant to withhold rent. Should any of said items fail to function, Tenant(s) may repair and/or maintain them for their usage for the duration of their tenancy. If the Tenant does not choose to repair them, the Landlord will remove them from the property upon request (alarm excepted). Nothing in this paragraph relieves the Tenant from the responsibility to immediately report to the Landlord any item that is damaging the property. **Fireplaces** located in the home (including wood stoves, inserts, log lighters, gas logs, pellet stoves etc.) are not to be considered a heat source for the home and may not be used by the tenant. The landlord is not required to clean or maintain the fireplace. Failure for the fireplace to operate properly shall not constitute justification for the Tenant to withhold rent. Tenant understands that the use of the fireplace could start a house fire, make the home's air quality dangerous, including carbon monoxide poisoning, cause smoke damage that would be the Tenant's responsibility to repair, and may also be prohibited by the City/County and local ordinances to curtail air pollution.

7. **"BEGINNING" DATE OF THE RENTAL AGREEMENT** (paragraph # 2): **If at the time of the execution of this Rental Agreement there is an occupant in possession of the premises**, the date that this Rental Agreement may begin for the purpose of occupancy is expressly conditional on the current occupant vacating the premises, that there are no articles of personal property remaining that belong to the current occupant or other third persons, and that the Landlord and/or Property Management Company has had sufficient time to prepare the premises for new occupancy. Accordingly, there are no promises, warranties, or representations as to the initial occupancy date of their tenancy. Occupancy may begin once the keys to the premises have been actually transferred to the Tenant, the full initial rent and other payments have been made, and all the anticipated adult occupants have signed all of the appropriate documentation.

8. **CRIMINAL ACTIVITY / POLICE VISITS:** Tiner Properties, Inc. has a policy of zero tolerance for drug related criminal activity at the property by Tenants and/or their guests. Any violation shall be a material violation of the Lease Agreement and shall be good cause for termination of tenancy.

9. MEGAN'S LAW DISCLOSURE: 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 information directly from this website.)

10. WATER: When the Lease Agreement indicates that the Owner will pay the water bill: Tenant will become responsible for the water bill at such a time they receive written notice from the Landlord that the water bill has been converted from a flat monthly bill to a bill based upon a meter reading (where the water bill is based fully or in part upon the amount of water used). Regardless of whose responsibility the water bill is, the Tenant is responsible to water the landscaping adequately.

11. TENANT ADMINISTRATIVE FEE:

1. Tenant Administrative Fee : Tenant pays to Tiner Properties an administrative fee, of \$10 per month, to be paid with each month's rent, which includes, but is not limited to; government regulation compliance (examples: Oversight of Tenant Protection Act, forms and compliance during pandemic), ongoing insurance compliance, 24/7 maintenance call service, tenant portal, online payment option, utility payment compliance.

Each of the parties, including any co-signers, hereto acknowledges receipt of an executed duplicate copy of this Lease Addendum. All Tenants and co-signers shall be jointly and severally liable. Tenant shall give Landlord at least 30-day notice to vacate – even when Tenant vacates at the end of the lease.

1.2 BED BUG DISCLOSURE

1. Resident understands that Bedbugs are an ongoing problem in rental housing and that Resident plays an important role in ensuring that Bedbugs do not infest the premises. This Addendum defines Resident's responsibilities under the Rental Agreement regarding Bedbug control. By signing this Addendum, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no/were no Bedbugs present in the Premises at the time of Resident's move in.

2. Resident promises that any and all personal property (furniture, clothing, mattresses, bedding etc.) that Resident brings into the Premises have been inspected for Bedbugs and do not contain any Bedbugs. If Resident detects that any personal property of Resident may have Bedbugs, Resident promises not to bring said property onto the Premises. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering to ensure the property is free of Bedbugs. Resident agrees to do his/her part to ensure Bedbugs do not enter the Premises after he/she move in, including, but not limited to: continuing to check any personal property that is brought onto the premises for Bedbugs; checking all luggage, clothing, and other personal belongings for Bedbugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry Bedbugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no Bedbugs were brought on the Premises by guests.

3. Resident agrees to report any sightings or signs of Bedbugs immediately in writing to Owner/Agent. Since Bedbugs multiply quickly and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands it is of the utmost importance to report any Bedbug sightings or signs immediately.

4. Resident agrees to comply with civil code section 1954.604 and cooperate in every way with Owner/Agent's requests of entry to inspect the rental property by the pest control operator until Bedbugs are eliminated. Tenants shall cooperate with the inspection to facilitate detection and treatment and provide requested information that is necessary to facilitate the detection and treatment of Bedbugs to pest control operator.

5. Resident agrees to carefully and diligently follow all instructions and recommendations regarding Bedbug control and removal from any pest control company hired by Owner/Agent, as well as assisting with the preparation for the treatment of Premises where necessary. This Bedbug control preparation can be extensive and may include items such as special washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Residents understand this process may be onerous, but agrees to comply with the instructions provided if requested by Owner/Agent.

6. Resident agrees to hold harmless Owner/Agent from any claims, losses, damages and expenses caused by Bedbugs, including Resident's failure to reasonably take said precautions to control Bedbugs. Resident agrees to hold harmless Owner/Agent for loss of any personal property due to Bedbugs or Bedbug infestation.

7. Resident agrees to obtain personal property/renter's insurance to protect him/her against any loss related to Bedbugs or Bedbug infestation.

Required Language Information about Bedbugs:

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Procedure to report Bedbug and Bedbug infestations to landlord:

1. Residents agree to immediately notify in writing Owner/Agent any sightings or signs of Bedbugs to the address listed on item 3 of the Rental Agreement.

By signing below Resident(s) acknowledge and confirms he/she has received and understand this Addendum.

X

Date Signed