

1. RENTAL AGREEMENT

1.1 RENT, TERM, & DEPOSIT

In Carmichael, California, on <<Lease Creation Date>>, Tiner Properties, Inc. c/o John Tiner, as Agent for Owner, <<Owner Name(s)>> who is Landlord (Note: Landlord is Owner, however, Tiner Properties, Inc. / Agent is authorized to act on behalf of Landlord wherever the word Landlord is used throughout this agreement), and ONLY <<Tenants (Financially Responsible)>> <<Co-Signer(s)>> and minors: <<Other Occupant(s)>> as Tenant(s), agree as follows:

1. ADDRESS: Landlord rents to the Tenant and Tenant hires from the Landlord those premises described as: <<Property Address>> for use as a private residence only. No in home business is allowed without the written permission of the Landlord. Day care operators must be licensed, must provide proof of liability insurance in the amount of \$300,000 and must name the Owner as additional insured.

2. TERM: Lease beginning on <<Lease Start Date>> and terminating on <<Lease End Date>>. If Tenant moves out before the end of the term of the Lease, Tenant may be charged for the rent until the property is re-rented, and all the cost to re-rent the property including but not limited to: Re-rent fee of ½ months rent, actual advertising costs, re-keying of the locks, gardener, gas and electric services while vacant. Landlord may withhold any such amounts from the Tenant's security deposit.

3. BREAKDOWN OF RENT: Tenant is to pay <<Monthly Rent>> per month. Second month is prorated <<Prorated Rent>>. A total of <<Security Deposit Charges>> and <<Monthly Rent>> is due prior to possession. The rent shall be paid at: 6837 Fair Oaks Blvd. Carmichael, CA 95608. **Make checks payable to: Tiner Properties, Inc. First Month's rent must be in the form of a cashier's check payable to Tiner Properties, Inc.** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to 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.

4. PAYMENT OF RENT : Rent is due on the first of the month. All monies received from the tenant will be applied in the following order of priority: unpaid security deposit, unpaid utility bills which are the tenants obligation, unpaid repair/maintenance bills which the tenant is responsible for, county/city/HOA fines which are the result of tenant actions, late fees, past due rent and lastly to any current rent due. If rent is unpaid after the fifth day of the month, Tenant shall pay a late charge of \$50 (Because actual damages are extremely difficult and impractical to determine, Landlord and Tenant agree that the late charge is a liquidated damage- not a penalty). Any dishonored check or online payment shall be treated as rent unpaid and: A) Said late fee is due B) A \$30 bad check fee is due C) Rent is due within 24 hours [cashiers check or certified check only] D) All future payments are to be made in the form of a cashiers check or certified check. Rent unpaid after the fifth day of the month shall be subject to a 3-Day Notice to Pay or Quit. There is a \$50 charge to prepare and serve any 3-Day Notice to enforce the Rental Agreement. Two-party checks, post-dated checks are not accepted. Deductions made from rents without written permission from the Landlord will be considered unpaid rent and will subject Tenant to a late charge. No provision of this paragraph extends the rental due date.

NOTICE: As required by law, you are hereby notified that a negative credit report reflecting on your credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Tenant authorizes Landlord and Agent to obtain Tenants credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement.

5. SECURITY DEPOSIT: Security deposit is <<Security Deposit Charges>> normally deposited in a non-interest bearing trust account. Landlord may use amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent, to repair damages caused by Tenant, and to clean the premises upon termination of tenancy. Balance of security deposit, if any, will be refunded with one check made, payable to all tenants listed above (except as otherwise agreed in writing by all tenants). A written itemized accounting shall be provided within 21 days of surrender of the premises as per Civil Code Section #1950.5. Tenant agrees that security deposit accounting may be emailed. **Security deposit is not the last months rent and may not be used as such by the Tenant.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
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2. TENANCY POLICIES & PROCEDURES

2.1 TENANCY POLICIES & PROCEDURES

1. **HABITABILITY:** Tenant has inspected the premises and equipment, and has found them to be satisfactory. All plumbing, heating, and electrical systems are operative and deemed satisfactory. See Move-In Condition Report.

2. **EXTENSION:** Any holding over at the expiration of a lease term shall create a month to month tenancy and the monthly rent will be increased by \$50.00 per month, payable in advance. A written 30-Day Notice to Vacate is required. All other terms and conditions herein shall remain in full force and effect.

3. **HOUSE RULES:** Tenant agrees to abide by all CC&Rs (covenants, conditions, and restrictions), house rules and policies that are now in effect or that may be put into effect. Tenant shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, nor commit waste or nuisance, and / or molest or interfere with any other Tenant or neighbor. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Any fines assessed to the owner due to tenant's actions or inactions shall be the tenant's responsibility.

4. **ABANDONMENT:** If Tenant abandons or vacates the premises, Landlord may at his option terminate this Lease Agreement, and regain possession in the manner prescribed by law.

5. **NOTICE:** Notice upon Tenant shall be served as provided by law. Tiner Properties, Inc. is authorized to accept service on behalf of Owner. Notice may be served upon Owner of the demised premises at: 6837 Fair Oaks Blvd. Carmichael, CA 95608, 916/ 974-6000, usual business hours are M-F 9am-4pm (except lunch: noon-1pm).

6. **ASSIGNMENT AND SUB-LETTING:** Tenant shall not let or sublet all or any part of the premises nor assign this Lease or any interest in it without the prior written consent of the Landlord. Any guest that stays in the residence for more than ten (10) cumulative days within a one year period without the prior written consent of the Landlord shall be deemed an unauthorized occupant such that there will be an incurable violation of this paragraph of the Lease Agreement. When such violation occurs on the eleventh day, the Landlord may have the Tenant served with a Three Day Notice to Quit for violation of this paragraph.

7. **LIABILITY AND INDEMNITY:** If any legal action or proceeding is brought by either party to enforce any part of this lease, the prevailing party shall recover in addition to all other relief, reasonable attorney's fees and costs. Tenant agrees to hold Landlord, his agents, employees and assigns, free and harmless from any and all: a) claims of loss or damage to property b) claims of injury or death to persons caused by the acts of tenants or guests.

8. **PARKING:** Tenant agrees not to (nor allow guests to) park on the lawn, or repair or dismantle any motor vehicles on the property, and not to park any boats, campers, RVs or oversized vehicles on the property or the street except with the written permission of the landlord. Tenant further agrees to keep the paved areas free of oil and other automotive fluids. All vehicles must be currently registered.

9. **ALTERATIONS:** Tenants shall not paint, wallpaper, add or change locks or make alterations to the property without the Landlord's prior written consent. Tenant shall be responsible for all cost to restore unauthorized alterations to the pre-rental condition.

10. **YARD MAINTENANCE:** Tenant is responsible for yard maintenance, setting the sprinkler timer as needed, and maintenance of the sprinkler system. If the sprinkler system fails or is inadequate in some areas, Tenant agrees to water said areas with a hose and sprinkler. If yard is not maintained in a manner which the Landlord is satisfied, a gardener will be hired and the cost for the gardener will be added to the rent amount. When a gardener service is included, the Tenant is still responsible to communicate any service problems to the gardener. If the problem(s) persist, then call the property manager.

11. **POOL MAINTENANCE:** Even when pool service is provided, Tenant is responsible for general cleaning and maintenance of the pool including but not limited to: cleaning the filter, removing debris from baskets, skimming, and maintaining proper water levels. Tenant is responsible to maintain the batteries in door chimes and to keep the pool or back yard access gate(s) secured with locks and provide keys or combinations to the pool service providers as needed. Tenant may not change the timing for the pool filter set by the landlord or pool service provider without written authorization. If the pool turns green due to unbalanced pH levels, if there is a leak in the pool equipment, if the pool is rapidly losing water, or if there are any other service problems, Tenant is responsible for communicating these issues to the pool service provider. If the problem(s) persists, Tenant must communicate the issue(s) to the property manager.

12. **PROPERTY MAINTENANCE:** Tenant is responsible: a) to reset circuit breakers and GFIs (ground fault interrupters), b) for pest control (ants, spiders, mice and rats...), c) to replace broken glass (unless Tenant supplies Landlord with a copy of the police report at Tenant's expense), d) to replace broken or damaged screens, and screen doors, e) for plumbing stoppage caused by personal property, f) to replace furnace filters at least every 60 days, g) to regularly check the smoke & carbon monoxide detectors and maintaining their batteries, h) to replacing light bulbs, i) to procure their own mailbox key and/ or rekey if needed. j) for any service work which becomes needed due to Tenant's improper actions, or unnecessary service calls. Tenant shall reimburse Landlord for actual cost to remedy any items stated in this paragraph immediately upon being provided with a receipt for said repairs. Landlord is to be immediately notified of ANY conditions that could cause damage to the property.

13. **CARPET CLEANING:** Tenant understands that when they move out, the carpets will be professionally cleaned by the same company that cleaned them prior to the Tenant's occupancy. The cost for said carpet cleaning will be deducted from the Tenant's security deposit.

14. **INSURANCE:** Within 10 days of the signing of this Agreement, Tenant will obtain renters' insurance (personal liability limit for said

renters' insurance must be at least \$100,000 if there is no pool or spa, and \$500,000 if there is a pool or spa) and provide proof of purchase to Landlord. Tenant further agrees to maintain the policy throughout the duration of the tenancy and to name Tiner Properties, Inc. as an interested party. This instructs the insurance company to notify us of any changes to your policy. Tenant agrees to keep the back yard access gate(s) secured with locks and provide keys or combinations to the pool and gardener service providers as needed. Should tenant fail to provide proof of insurance coverage, Tiner Properties shall add a Landlord Limited Liability Policy at a monthly cost to tenant of \$9.50 per month.

15. ENTRY: Upon not less than 24 hours notice, Tenant shall make the premises available during normal business hours to the Landlord, authorized agent or representative, for the purpose of entering to: A) make necessary or agreed repairs, decorations, alterations or improvements or to supply necessary or agreed on services, B) show the premises to prospective or actual purchasers, mortgagees, Tenants or contractor, C) to inspect or enter after Tenants have abandoned or surrendered the premises, D) pursuant to a previous agreement of the Tenant or, E) pursuant to court order. In an emergency, Landlord, authorized agent or representative may enter the premises, at any time, without prior permission from the Tenant.

16. GENERAL PROVISIONS: Every term herein contained shall be deemed a condition hereof. Waiver by Landlord of any term of this agreement shall not constitute a waiver of subsequent terms. No oral agreements have been entered into between Owner / Agent and Tenant.

17. MILITARY CLAUSE: It is further agreed by and between the parties hereto that if any one or more of the following events occur, the Tenant may terminate the Rental Agreement upon 30-days written notice: The Tenant receives permanent change of station orders to depart more than 50 miles out of the area, and/or is discharged or relieved from active duty with the armed forces, or has been ordered to occupy on-base housing. The Tenant may terminate the Rental Agreement by providing the Landlord with a written notice of termination to be effective on the first day of the month following the notice from the date specified therein, but not less than 30 days later if on a month-to-month tenancy, OR the last day of the month after proper notice was received if on a Lease. The notice must be accompanied by a copy of the official orders and by any liquidated damages due.

18. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render 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 Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, 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 Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

19. CO-SIGNER: I, <<Co-Signer(s)>>, guarantee the payment of rent, any loss, and all other conditions of the Rental Agreement. This guarantee shall be in effect for the entire length of this agreement and until all monies due the Landlord have been paid by the Tenant.

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.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
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3. UTILITIES & PET TERMS

3.1 UTILITIES & PET TERMS

1. UTILITIES: Tenant agrees to pay for all utilities, and utility deposits, **except: <<Utilities Included>>.**

2. PETS: No animal, bird or pet except:<<Pet Information>>shall be allowed on the property without the Landlord's prior written consent. This includes feeding strays and pet sitting.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. ADDENDA AND ATTACHMENTS

4.1 ADDENDA & ATTACHMENTS

ATTACHMENTS: (When applicable and signed the following attachments become part of this Rental Agreement): Addendum to Rental Agreement, Move-In Condition Report, Pet Agreement, CC&R'S/Association Rules & Regulations Emailed.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
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5. TENANT SIGNATURE AND ACCEPTANCE

5.1 TENANT SIGNATURE AND ACCEPTANCE

By signing below, Tenant(s) and Landlord agree to all the terms in the Rental Agreement and Rental Addendum.

All Tenants and co-signers shall be jointly and severally liable.

Tenant must give Landlord at least 30-Days Notice to Vacate in writing – even when Tenant vacates at the end of the Lease term. Any holding over after any Notice to Vacate shall result in Tenant(s) being liable for a holdover late fee (in addition to the contractual daily rent) of \$35.00 per day. The owner may terminate a lease at the end of its term if the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.

6837 Fair Oaks Blvd. Carmichael, CA 95608

* Phone 916 974 6000 * Fax 916 488 3700 * tiner.com * Lic#:01515135

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed