

## Lease Agreement

THIS AGREEMENT is made on April 20, 2023 and entered into between AAA Properties, hereinafter "Owner/Agent" and (names of all adult Residents to reside on the premises):

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Hereinafter "**Resident.**" The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Resident, and Resident rents from Owner/Agent, for residential purposes only, the premises known as \_\_\_\_\_ Unit \_\_\_\_\_ (If applicable) in the City of Chico, State of California.

### **Owner/Agent and Resident mutually agree as follows:**

1. **RENT.** The Total Rent on this agreement shall be \$ \_\_\_\_\_.  
2. **TERM.** The term of the lease shall be a fixed period of time, commencing on June 2, 2022 and ending on May 31, 2023. The first installment of this lease is \$ \_\_\_\_\_ and due prior to moving in. Each additional installment of \$ \_\_\_\_\_ is due on or before the 1<sup>st</sup> day of every month thereafter. Resident agrees to pay rent at the management office, located at 330 W 5th St, Chico, CA 95928, or at such other place as Owner/Agent may designate. If Resident submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments must be tendered by check, electronic payment, certified cashier's check, money order, or cash. Rent shall only be collected in one payment and in one form of payment. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract. If a lease extension is offered to the Resident it must be executed by November 1 of the current term for the extended term.

3. **SECURITY DEPOSIT.** On signing this Agreement, Resident shall pay to Owner/Agent the sum of \$ \_\_\_\_\_ as a deposit to secure Resident's performance of the agreements contained herein. Security deposit shall be paid in one payment and in one form of payment. No part of this deposit is to be considered as an advance payment of rent, including last months' rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner/Agent shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold only that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to meet Owner/Agent's re-rental standards, as provided by law. The unused portion of this deposit shall be returned to Resident without interest, according to law.

State law permits former Residents to reclaim abandoned personal property left at the former address of the Resident, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

4. **UTILITIES.** Resident shall pay for all utilities, services and charges, except water, landscaping, garbage. If Resident is responsible for gas/electric and/or water/sewage services they must have those utility service accounts in their name for the entirety of the lease term, if Resident fails to do so and Owner/Agent is billed for any Resident utility charges, including but not limited to use, start, and/or restore fees, Resident will reimburse Owner/Agent within 21 days of said charges being posted to Resident's account in addition to a \$35 administration fee for each bill paid by Owner/Agent on Resident's behalf. At no time during the lease term may the Resident cause the property to not have gas/electric and/or water/sewage services when they are responsible for payment of said services. If Resident pays for water/sewage service they are responsible for the costs of water utilized by Owner/Agent in order to maintain the premises as determined by the Owner/Agent.

5. **OCCUPANCY.** Resident agrees that the premises are to be used as a private residence for Resident listed herein, for a total of \_\_\_\_\_ adults and \_\_\_\_\_ child/children and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without prior written consent of the Owner/Agent.

6. **LATE CHARGE / RETURNED CHECKS.** Resident acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 3rd day after it is due, Resident shall pay a late charge of \$ 100.00 as additional rent. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ 25.00. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be made in a form other than a personal check in the event of a returned check. Before being applied against rent all monies received will be applied against late charges, returned check charges, or any other outstanding charges.

7. **ACCEPTANCE OF PREMISES.** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Resident shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

**8. POSSESSION OF PREMISES.** In the event Owner/Agent is unable to deliver possession of the premises to Resident for any reason not within Owner's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner/Agent in the event Resident chooses to terminate this Lease Agreement.

**9. PETS / WATER FILLED FURNITURE.** No animal, pet or water filled furniture or tank shall be kept on or about the premises without the prior written consent of the Owner/Agent.

**10. WINDOW AC UNITS.** Owner/Agent does not repair or service, nor will they replace existing window AC units if they fail. Resident must obtain documented consent from the Owner/Agent prior to installing a window AC. Window mounted AC units are not permitted in vinyl windows. Install and/or removal of a window AC will be done at the Resident's sole cost as will any needed repairs required to restore the property upon removal of a window AC. Owner/Agent may remove any existing window AC unit at their discretion if it's a safety hazard, damaging the property, or not installed in a good and workmanlike manner.

**11. SECURITY.** Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises. Common area entry doors should remain locked.

**12. QUIET ENJOYMENT / USE.** All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident/neighbor, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violation constitutes a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Resident, and Resident will be financially responsible for any costs associated with any such violations. In situations involving multiple resident units, all costs will be determined on a per unit basis. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

**13. JOINT AND SEVERAL LIABILITY (CO-RESIDENT).** If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remains in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

**14. RESIDENT OBLIGATIONS.** Resident shall, at the Resident's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper watering as determined by Owner/Agent and maintenance of landscaping of rented premises if applicable. Resident shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner/Agent for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner/Agent's prior written consent.

**15. RIGHT OF ENTRY.** Owner/Agent shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, Owner/Agent shall give Resident reasonable notice of intent to enter unless otherwise agreed upon. 24 Hours is considered reasonable notice. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner/Agent free and harmless for such entry.

**16. VEHICLES AND PARKING.** Owner/Agent reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. No over-sized vehicles, recreational vehicles, trailers, boats and other similar non-standard vehicles allowed. Vehicles must be free of any leaking fluids, insured for public liability/property damage, operable, and currently registered. Clean-up costs resulting from leaking vehicles located on the premises will be Resident charges. No vehicle repairs of any sort are permitted on any part of the premises. Total number of vehicles allowed on premises:

**17. SUBLEASING / ASSIGNMENT.** Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void. If written consent is given by Owner/Agent, there will be a \$100 charge for any and each revision to the Lease Agreement.

**18. PEST CONTROL.** Upon demand or notice by Owner/Agent, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. Resident is responsible for pest control. Landlord will deliver the property free of pests at the beginning of the term.

**19. LIABILITY / INDEMNITY.** Except for Owner's gross negligence or willful misconduct, Resident shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, employees, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner and Owner shall cooperate with Resident in such defense. Owner need not have paid any such claim in order to be defended or indemnified. Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Resident of termination of this agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Resident's intentional act or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

**20. TERMINATION: CLEANING / REPAIRS.** Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to Owner/Agent's standards for new occupancy. The costs incurred by Owner/Agent for such services shall be deducted from Resident's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

**21. RULES AND REGULATIONS.** Resident acknowledges receipt of, and has read a copy of the AAA Properties Rules and Regulations, which are hereby incorporated into this Lease Agreement by this reference. Owner/Agent may terminate this Lease Agreement, as provided by law, if any of these Rules and Regulations is violated. Resident shall pay as additional rent any charges added to their account due to violation of any of the Rules and Regulations. Rules and Regulations may be amended from time to time upon giving notice to Resident.

**22. ADDENDA.** The attached addenda are hereby incorporated by this reference into this Agreement: MOLD, ASBESTOS, LEAD-BASED PAINT, BED BUGS, MARIJUANA, and SMOKE-FREE Disclosures.

**Resident Initials:** \_\_\_\_\_

**23. SMOKE AND CARBON MONOXIDE DETECTION DEVICES.** The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Resident acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Resident, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

**24. DEFAULT.** In the event of a default by Resident, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.

**25. ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION.** Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations: b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions: c) Each party to bear their own respective fees and costs relative to the arbitration process: d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Resident, and all such fees and costs must be advanced prior to the arbitration: e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Resident's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

**26. ATTORNEYS' FEES.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court.

**27. FLOOD ZONE.** The owner does not have actual knowledge that the property is in a flood hazard zone. Owner further discloses: 1) that the tenant may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caloes.ca.gov>, 2) that 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

**28. PROPERTY SUBJECT to the CALIFORNIA TENANT PROTECTION ACT of 2019.** "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 of 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."

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents unilaterally decides to occupy the residential real property.

**29. 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](http://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.

**30. STATE OF CALIFORNIA PROPOSITION 65.** The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to [www.oehha.ca.gov](http://www.oehha.ca.gov).

**31. GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural and vice versa, where the context requires. The breach of any of the covenants or terms of this agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall insure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto shall be jointly and severally liable hereunder.

**In signing this Agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants, and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.**

**If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy either party may terminate the agreement by giving appropriate written notice.**

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