

# LEASE/RENTAL AGREEMENT

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

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

1. **Rent:** The total rent on this agreement shall be \$\_\_\_\_\_.
2. **Term:** The term of this agreement shall be for a fixed period of time, commencing on Date and ending on Date. The first installment of this lease is \$\_\_\_\_\_ and due prior to moving in. Each additional installment of \$\_\_\_\_\_ is due on the 1st day of every month thereafter, except for the last installment which will be \$\_\_\_\_\_.
3. **Payment of Rent:** Rent can be paid by cash or check at the office (341 Broadway #204, Chico, Ca 95928) or at our Drop box (802 W. 5<sup>th</sup> Street) or can be paid with eCheck or credit card on our website under the Resident Portal.
4. **Late Rent:** Rent is considered late if not paid by the 5<sup>th</sup> of each month. A \$25.00 late fee to each Resident who has not paid rent by the 5<sup>th</sup> will be assessed. If any Resident fails to pay rent on time, the Owner/Agent may issue a 3-day notice to pay or quit.
5. **Hold-over:** This agreement is a fixed term lease, so this lease will expire at the end of the lease unless a lease renewal is signed by all parties prior to the expiration date of the lease. Residents shall not hold-over after the term of the lease without written permission of Owner/Agent. Should any Resident breach this covenant, Resident agrees to pay Owner/Agent a \$200.00 fee plus triple rent per day for each day they maintain possession. Resident also agrees that they will be responsible for any damages incurred by Owner/Agent because we are unable to give possession of the property to the new Residents in a timely manner.
6. **Security Deposit:** The Security Deposit is \$\_\_\_\_\_ and is due at the time the lease/rental agreement is signed. Under no circumstances shall the Resident apply the security deposit to any rent payments. Of this amount, Residents agree that Owner/Agent will apply \$\_\_\_\_\_ for the professional cleaning of the carpets upon move-out. Upon termination of the tenancy, Residents shall leave the premises in a clean and orderly condition, free of trash and personal property. Resident expressly agree that Owner/Agent shall provide cleaning services, including carpet cleaning, and or repair which may be required by Owner/Agent to return the property to Owner/Agents standards for occupancy. The cost of such repairs and or cleaning, will be deducted from Resident's security deposit. In the event that the security deposit is not sufficient to pay for all of these expenses, Resident shall immediately pay Owner/Agent any additional sums necessary to pay such charges. If a full deposit refund is not warranted, deductions will be made and the balance sent to the Residents, in a single check, along with an itemized accounting of said deductions within 21 days of Residents giving notice that unit is totally vacant. Owner may withhold from the security deposit such amounts as are reasonably necessary to remedy Resident defaults as follows:
  - A. in payment of rent, late fees, bounced check fees, or
  - B. to repair damages to the premises caused by Resident or their guests, exclusive of ordinary wear and tear, or
  - C. to clean such premises, if necessary, upon termination of the tenancy, or
  - D. for lost rents or costs incurred on any new lease of property caused by Residents holding-over or excessive damage
7. **Returned Checks:** There will be a \$25.00 service charge on Resident's check returned to Owner/Agent by the Bank to cover all bank charges and accounting fees incurred by Owner/Agent. If Resident has a check returned from the bank for insufficient funds, Owner/Agent may, at their discretion, require payments of cash or money order for the following 3 months.
8. **Pets:** Residents agree that they will not keep in or about said premises any pet or visiting pet without written permission of the Owner/Agent. If this covenant is violated, Residents agree to pay on demand a \$200.00 fee and are given 3 days in which to dispose of the pet(s).
9. **Smoking:** Smoking of any kind is prohibited in the dwelling. This includes smoking marijuana or water filled smoking devices. Failure to abide by this may result in increased deductions from the deposit for damages caused by the smoke. Although smoking is allowed outside the unit, cigarette butts must not be discarded or put out on the porches, patios, and balconies or in any lawn or garden areas.
10. **Candles:** Open flame candles are not allowed inside the dwelling.
11. **Fireplaces:** If your residence includes a fireplace, it is for decorative purposes only and can NOT be used under any circumstances.
12. **Keys:** All keys are marked "Do Not Duplicate". Resident must contact Owner/Agent to replace the key and there will be a \$25.00 charge to replace said key. If the Residents want their doors re-keyed during the term of the lease, the cost will be \$50.00 for the first lock and \$15.00 for each additional lock, plus \$5.00 per key. If a key is lost and Resident elects to not change the locks during the term of the lease or all original keys are not returned at the end of the lease, Owner/Agent will change locks and charge Residents out of the their deposit, using the re-key charges as stated above. If the Resident elects to have Owner/Agent come to premises to unlock or lock door for Resident then a Lockout charge of \$50 will be assessed.

13. **Condition of property:** Residents agree that the leased premises are in good condition upon occupancy, including plumbing, HVAC, and electrical systems, unless otherwise noted in writing within 7 (seven) days after Residents take possession of said premises. They agree to keep and maintain premises in good and sanitary order and condition.
14. **Alterations/Improvements:** No alteration, repair, or visual or physical changes shall be made without written consent of Owner/Agent. The addition of deadbolts or keyed door knobs on any interior door is not allowed under any circumstances. Owner/Agent has the right to set the standards for balcony, porch, and patio appearance. Residents shall not place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises. Storing of cartons, appliances, upholstered furniture and other objectionable items on the balcony or patio is prohibited. Towels, clothing, rugs, bedding, etc may not be draped over railing as this affects the overall appearance of the property. Residents understand that the use of nails, tape, and screws will cause damage to walls, doors, and woodwork and agree to repair and repaint damaged surfaces with original color, if needed. Residents agree to return to Owner/Agent at the end of this agreement, the premises in the same condition less normal wear and tear as they received it at the beginning of their tenancy. **Any damage caused because of unauthorized alterations will be deemed a Resident charge.**
15. **Damage/Repairs/Trash:** Residents agree not to injure or deface the premises and agree to pay for all damages to said premises, furnishings, appliances, windows, and their coverings, screens, and landscaping caused by themselves or their guests. This includes clogged toilets and/or sewer lines and garbage disposals. Labor for repairs by our in-house maintenance person will be a minimum \$50 service call for first hour and \$35/hr thereafter, or whatever the cost is if done by an outside company. Any trash that exceeds the trash containers supplied by Owner/Agent and requiring an extra pickup or cleanup of the trash area will be charged to the Residents at \$35/hour or whatever the trash company charges. Any couches or other large furniture items removed by Owner/Agent will be charged at \$30 per item, in addition to the hourly charge. All of these charges will be due within 30 days of billing.
16. **Recycle:** Owner/Agent has provided recycle containers and expects Residents to comply with local recycle regulations. Should Residents wish to recycle their own aluminum cans, these must be stored outside the home in an air tight container and turned in at least monthly. Recyclables left in the house or outside can attract ants, cockroaches, rats, etc. Any pest control expenses caused by recyclables will be considered a Resident charge.
17. **Guests and Roommate changes:** Resident shall not sublet any portion of said premises or assign this agreement without prior written consent of Owner/Agent. Owner/Agent shall not withhold consent unreasonably. Please see Resident Transfer Policy on the website for more information. A fee of \$150.00 will be charged for administrative costs incurred by Owner/Agent. Owner/Agent reserves the right to invoke Civil Code 1951.4, "Lock-in Provision". Occupancy by guests for more than 10 days in any 6-month period is prohibited without written consent of Owner/Agent and shall be considered a breach of this agreement.
18. **Bicycles, Vehicles & Parking:** Resident agrees that driveways and parking lot are for Resident's use only and will not allow their guests to park in these areas. 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 commercial and recreational vehicle, boats, or trailers shall be parked or stored on the premises. Any vehicle parked on the lawn is subject to immediate towing at vehicle owner's expense. No car washing, painting, or servicing any vehicles, including changing oil shall be allowed in parking areas. Owner/Agent has the right to clean the premises of any fluids and other discharges and to charge such cleaning to Resident. Vehicles must be free of any leaking fluids, operable, and currently registered. No bicycles or mopeds are to be stored on patios, porches, balconies, in dwellings, under stairways, attached to railings, or any other areas as designated by Owner/Agent. Where bike racks are provided, all bikes should be stored in the racks.
19. **Security:** Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premise and that the Resident is safe from theft, injury, or damage. Gates, fences, and locks are provided primarily for the protection of the Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of the Resident or guest's person or property. Resident shall take appropriate measures to protect their own property and report any suspicious activities, person, or events occurring on or about the general premises to the Police.
20. **Parties or other gatherings:** Parties or gatherings of more than 25 guests are not allowed. Beer pong or other drinking games should not be visible from the street and cannot, under any circumstances, be done on the lawn or in the house. Open parties are strictly forbidden. If Owner/Agent or law enforcement determine that an "open party" has occurred, Residents will be notified in writing of the breach of their lease. If a second breach of an open party should occur again in the term of this lease, Residents are made aware that the Owner/Agent may, at his discretion, move for immediate eviction of all Residents. Parties or gathering are to be contained inside the dwelling, or on porch or patio areas. At no time are parties to be on the lawn. Any trash, bottles, etc related to the party must be cleaned up by 11 AM the following day. No kegs of beer, live bands, amplified music, or DJ music is permitted.
21. **Noise:** Residents or their guests shall not create any noise that violates any local laws or ordinances. Residents and their guest shall not create any noise that would be disturbing to neighbors or other Residents after 10 PM on Sunday – Thursday nights or after 11:59 PM on Friday and Saturday nights.
22. **Right to enter:** The Owner/Agent, his agents or employees may enter the dwelling:
- A. In case of emergency, or
  - B. When the Resident has abandoned or surrendered the dwelling, or

- C. To make necessary or agreed upon repairs, decorations, alterations, or improvements, to supply necessary or agreed upon service, or to exhibit the dwelling unit to prospective or actual purchasers or Residents, lenders, workmen, or contractors, providing the Resident is given reasonable notice of Owner/Agent's intent to enter with entrance during normal business hours (8:00 AM – 5:00PM, Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary.

Owner/Agent or other workers are allowed to be on the property, but not inside the unit, without requiring 24 hours notice.

23. **Utilities:** Residents shall pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of Residents, including gas & electricity, television, telephone, internet services. Owner/Agent will pay for household trash services, including recycle. \_\_\_\_\_ Owner/Agent or \_\_\_\_\_ Resident will pay for water and sewer.
24. **Phone/Cable/Satellite Dish:** Owner/Agent will provide and maintain one usable cable outlet to the dwelling in a location to be determined by the Owner/Agent. Residents are responsible for all costs incurred for phone and cable service and for any additional phone lines/jacks and/or cable outlets they may wish to have active. Residents will be responsible for all costs incurred to provide and maintain additional lines or jacks. Residents agree that they will not install any additional lines or jacks without the Owner/Agent's knowledge and written permission. If Resident wants to install a satellite dish, it is required to sign an agreement with Owner/Agent prior to installation.
25. **Smoke and Carbon Monoxide Devices:** Resident acknowledges that the premises are equipped with smoke and carbon monoxide devices as required by law and Resident agrees to check that the devices are working properly upon move-in and monthly thereafter to determine they are operating properly. If the devices are not working properly, Resident should notify Owner/Agent to change batteries and/or replace as needed. At no time should they be removed, dismantled, or disconnected by Resident. If Owner/Agent finds these devices removed, dismantled, or disconnected, Owner/Agent will repair or replace and the time and materials needed will be charged to Resident.
26. **Yard Care:** Owner/Agent will provide basic yard care services including mowing, pruning, and leaf removal as needed at Owner/Agent's discretion. Owner/Agent provides automated sprinkler systems. Resident is required to notify Owner/Agent of any defects in the sprinkler system. Residents will not deface, prune, break, remove, or allow to be damaged any shrubs, plants, trees, or lawn. Resident agrees to pay for any damage caused by them or their guests. Residents will keep all walkways, porches, patios, balconies, and stairways free of leaves that may become wet and slippery and may cause injury to themselves or their guests. Residents cannot use swimming pools or slip-n-slides on the lawn. Residents agree that they are only leasing the dwelling and that all areas surrounding said dwelling, i.e. parking areas, lawn areas, garden areas, are for their enjoyment only and remain under control of the Owner/Agent.
27. **Communication:** All communication between Owner/Agent and Resident shall be done in writing using postal mail or email. Email is considered a mechanism for official communication between Resident and Owner/Agent. The Owner/Agent and the Residents have the right to expect that such communications will be received and read in a timely fashion. Residents will provide Owner/Agent with a current email address as their official email address for this tenancy. Owner/Agent provides the following address: [camposrentals@sbcglobal.net](mailto:camposrentals@sbcglobal.net). Changes to email addresses must be made in writing to either party within 7 days.
28. **Sale of Property:** In the event of the sale or refinance of the property: Owner/Agent may present to Resident a "Resident's Certification of Terms – Estoppel Certifications," or other similar Estoppel Certification form. Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgment that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
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. **Legal Action:**
- A. The undersigned Residents, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this agreement, including the payment of the total monthly installment of rent. Non-payment or partial payment of rent by any individual Resident shall not absolve each Resident of the responsibility for the full monthly installment of rent.
  - B. Residents understand that that the Owner/Agents' obligation to deliver possession of the unit is contingent upon the current Resident vacating the unit and moving out all their personal property. The parties to this lease acknowledge that failure of the current Resident to deliver possession will cancel this lease and all deposit money and prepaid rent shall be returned. Resident(s) may not claim damages from the failure to deliver possession.
  - C. If Residents do not meet minimum income and length of time on job criteria, they each must provide a personal guarantor. The guarantor must be related to you, be over 21 years old, reside in California, and must have worked at the same job for more than two years. The Guarantee of Rental form must be completed and turned in prior to the signing of this agreement.
  - D. Residents shall not violate any criminal or civil law, ordinance, or statute in the use and occupancy of premises, commit waste, or nuisance, annoy, molest, or interfere with the quiet enjoyment of neighbors. Residents shall insure

that their guests also comply with this provision. Any such action may result in the immediate termination of this agreement as provided hereby and by law. The Resident shall not maintain, keep, or allow to be kept or maintained upon said premises any item or permit any acts to be done which are illegal or will cause an increase in the rate of insurance or endanger said premises. Any fees or fines from a government agency charged to Owner/Agent for something Resident-caused will be charged to the Residents and shall be paid to Owner/Agent within 30 days.

- E. Owner/Agent shall not be liable for any monetary or domestic dispute that may arise between any Residents or guarantors that are a party to this agreement.
- F. The Resident shall indemnify Owner/Agent for liability arising prior to the termination of the agreement for personal injuries or personal damage caused or permitted by Residents or their guests. This does not waive the "owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- G. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs. If any word, sentence or condition of this agreement is deemed unenforceable by a court of law, all remaining sentences, conditions, covenants, and addendum's shall remain in full force and effect as if the unendurable parts did not exist. Notice to Owner/Agent may be served to Nancy Campos, 341 Broadway #204, Chico, CA 95928.
- H. The waiver of either party of any breach of this agreement shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Owner/Agent of partial or full rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this rental agreement.
- I. In the event that Resident breaches this rental agreement, Owner/Agent shall be allowed at the Owner/Agent's discretion, but not by way of limitations, to exercise any or all remedies provided by California Civil Code Section 1951.2 and 1951.4.

**The undersigned Residents agree that this agreement and the attached addendums contain all of the provisions of the agreement between the parties and that no promise or agreement not contained herein shall be binding on the Owner/Agent. Each provision of this agreement is fully enforceable by and against individual Residents regardless of the use of singular or plural form of the word Resident. Waiver of any breach or 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. The breach of any of the terms or condition of 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 inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder. Residents acknowledge having read and understood the foregoing and receipt of a duplicate of the original.**

**Resident's signatures**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**Owner: Michael or Nancy Campos or Agent: Erin Campos**

**341 Broadway #204, Chico, CA 95928**

**Phone: 530-891-3434**

**Fax: 530-345-1121**

**Email: [camposrentals@sbcglobal.net](mailto:camposrentals@sbcglobal.net)**

**Website: [www.camposproperties.com](http://www.camposproperties.com)**