

**RENTAL AGREEMENT (MWS PROPERTIES)
SAMPLE FORM**

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between _____, "Owner", and _____ **Resident(s).**

IN CONSIDERATION OF THEIR MUTUAL PROMISES AGREE AS FOLLOWS:

1. Owner rents to the Resident(s) and Resident(s) rents from the Owner for residential use only, the premises known as: _____, Apartment # _____, Chico CA _____.

2. TERMS:

- Fixed Term Lease:** The term hereof shall commence on _____ and continue thru _____. Any outstanding balance will carry forward to the next lease period if there is a lease renewal with an amount due.
- Fixed Term Lease converting to Month to Month Rental Agreement:** The term hereof shall commence on _____ and continue thru _____. Thirty (30) days prior to the ending date of this lease, it shall convert to a month to month agreement which can be terminated by either party serving a **written 30 day notice of termination of tenancy** (a full 30 days from receipt of notice by either party).
- PERSONAL GUARANTEE:** If this box is checked, a personal guarantee from a responsible working adult is required. A faxed notarized copy is acceptable for signing the lease, but we must have the original before occupancy. This guarantee is joint and several.

3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory, jointly and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of all rent and all other provisions of this agreement. (This means that each Resident and/or cosigner/guarantor is responsible for the total amount of rent, damages, or other obligations if other Resident(s) default.)

Any roommate change will allow a rent increase if the current market rate and the current apartment rental rate is more than a \$50 difference.

The premises shall be used as a residence with no more than _____ persons, (including minors **not named** on this agreement), and for no other purpose. Occupancy by guests staying over 5 days in any 45 day period will be considered to be in violation of this provision (this is a cumulative number per guest). Rent may be based on the number of occupants in the apartment and goes up incrementally by the number of persons. If you are on a fixed term lease and the rent increases due to additional Residents, it will remain at the higher level for the remainder of your lease, even if someone vacates the apartment. Owner has the right to increase the rental rate to market rate and back charge from the beginning of the current fixed term lease period should Owner determine that there are more residents in the apartment than listed on this agreement.

4. **RENT:** Rent shall be \$_____ per month, payable in advance, upon the first day of each calendar month to Owner, to MWS Properties or his authorized agent, at the following address: _____, Chico CA _____ or at such other places as may be designated by Owner from time to time. In the event that rent is not paid by 5:00pm within 5 days of the due date, Resident agrees to pay a late charge of \$10.00, plus an additional \$2.00 per day until paid. Resident agrees further to pay \$25.00 for each dishonored bank check, plus appropriate late charges. Resident acknowledges, understands, and agrees late fees and bad check fees shall be deemed additional rent and shall be deducted first from the next rent payment received. Monies received from Residents or Guarantors shall first be applied to unpaid Security Deposit, second to Late Fee or NSF fee, third to NSF checks, fourth to other charges, and fifth to rent. In the event that holding over of the apartment occurs (resident possession of the apartment after the term expires of a fixed term lease, or the expiration of a 30 day notice to vacate), rent will be based on the maximum allowed by law.

*****One Check or money order per apartment. NO cash accepted!*****

(_____) (_____) (_____) (_____) (_____) (_____) *please initial that you have read and agree.*

5. **DEPOSIT:** Residents shall deposit with Owner, as a security deposit, the sum of \$_____. Owner may withhold from the security deposit such amounts as are necessary less normal wear and tear to remedy any damage or other costs which are the responsibility of Resident(s) as allowed by law. No later than three weeks (21 Calendar days) after the Resident(s) has vacated the premises, the Owner shall furnish the Resident(s) an itemized written statement of the basis for, and the amount of, any security received and the disposition of such security deposits, except for roommate changes and/or lease renewals. Owner shall return any remaining portion of such security to Resident(s) unless the lease has not run to term and the apartment is not rented. Resident(s) shall not have the right to apply the Security Deposit in payment of the last month's rent. No trust relationship between Owner and Resident(s) is created on account of said deposit and Owner may co-mingle said deposit with other funds of Owner. **NOTE:** Security Deposit Refund Checks are issued with all legal Residents named unless prior written arrangements are made.

6. **PETS: NO PETS** shall be brought on the premises except: small birds (max. of 4) or an aquarium less than 56 gallons. Reptiles are limited to a maximum of 2; mature length less than 14 inches, including tail. Rodents are limited to 2 permanent adults, or 1 rabbit, or 1 chinchilla. The maximum number of pets is 4 per apartment. **In addition, feeding of outside or feral cats is a material breach of this agreement.** NO pet sitting is allowed! Any violation of this provision will be considered good cause for eviction. If you will have **documented** Legal Guide, Signal, Companion or Service Animals, you **MUST** provide the appropriate documentation **prior to the animal being in the residence! NO EXCEPTIONS!** As part of our evaluation process, our attorney reviews all Companion Animal prescriptions, recommendations and/or documents before the Companion Animal is allowed at any MWS property.

Please ask the Manager for more information about Companion and Service Animals.

(_____) (_____) (_____) (_____) (_____) (_____) *please initial that you have read and agree.*

7. **ASSIGNMENT AND SUBLETTING:** Resident(s) shall not personally assign this agreement or sublet any portion of the premises without prior written consent of Owner. ALL assignments and subleases **MUST** be **PERSONALLY** processed through the apartment office prior to occupancy by the new Resident(s). Residents shall be jointly and severally liable for any charges due Owner from the apartment; this includes Resident(s) who remain in the apartment, as well as, those who vacate, unless the vacating Resident(s) has been released in writing by Owner. Residents understand they are taking responsibility for a current outstanding balance if applicable from existing or previous resident.

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8. ENTIRE AGREEMENT: Where indicated below, the following constitute the entire agreement between the parties and may be modified only by a writing signed by all parties (except automatic rent increases due to additional residents in the apartment or as implemented by Landlord).

- Rental Agreement, pages 1 and 2
- Community Policies, pages 1, 2, 3, & 4
- Original Check-In Sheet dated as of initial move-in date
- Rental Payment and Mold Notification Addendum
- Personal Guarantee of Rent and Performance of Lease Condition
- Pet Agreement

9. SEVERABILITY: If any provisions of this agreement or attachment shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

10. NOTICES: Any notice which either party may or is required to give, may be given by personal service or by mailing the same, postage prepaid to the Resident(s) at their premises or to Owner, or to MWS Properties, or Manager at the address shown above in RENT section, or at such other places as may be designated by the parties from time to time. Management reserves the right to send a copy (but is not required to) of any notice that is served on an apartment to all Co-signers of the apartment, as well as any other responsible party(s), including but not limited to, Butte Housing Authority. This includes, but is not limited to, warnings and formal notices of default. Keeping your rental agreement current may minimize financial responsibility for your Co-signer.

The undersigned Residents hereby agree to this rental agreement, all attachments, and acknowledge receipt of copies hereof all above noted agreements.

Leases which automatically convert to month-to-month ALWAYS require a written 30 day notice to vacate.

This space is used for resident signature's on the actual document.

Dated: _____ Agent for _____ Apartments

11. DEFAULT: Any failure by Resident(s) to pay rent when due, or perform any terms hereof, shall at the option of the Owner, terminate all rights of Resident(s) hereunder. In the event of a default by Resident(s), Owner 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, and/or b.) At any time, terminate all of Resident's rights hereunder and recover from Resident(s) all damage that incurred by reason of the breach of the Lease, 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(s) proves could be reasonably avoided. Should Resident(s) breach this Lease, the Community Policies or any other agreement with the owner, any Civil or Criminal Code, or Owner or Owner's Agent request to vacate the premises, the Resident(s) will be responsible for the rent for the duration of this Lease or until the apartment is released, whichever is the shorter period of time. "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 obligation."

12. LEASE RENEWAL: It is the responsibility of all current Residents to notify the Owner in writing of the status of Residents listed on the existing Lease and the effective dates of any future changes. Otherwise, all Residents listed on the existing Lease shall be responsible for the entire existing lease term. **When a Lease renewal occurs, Owner shall not refund any security deposit to exiting Residents upon lease renewal.** It shall be the responsibility of the incoming Resident(s) or those Residents remaining in the unit to resolve any refund of the security deposit with the exiting Resident(s). The new Resident(s) must sign the Lease before their occupancy occurs. Owner or Owner's agent shall have the right to void any Lease renewal at the beginning of the new Lease Period if Resident(s) has damaged prior apartment, has outstanding rent, violated the Lease, Community Policies, or any other agreement with the owner, or any government code or law.

13. MAINTENANCE, REPAIRS, OR ALTERATIONS: **Counters are NOT Cutting Boards, You WILL be charged For ANY Damage to Counters! NO drilling, screwing, bolting, etc. to stucco, roof or any other exterior surface is allowed for ANY reason without written approval. NO posts, structures, furniture or plants are allowed in the common areas without written management approval. NO holiday or other decorations allowed on stair rails or lawn areas.** Any violation of this policy is subject to a 3 day notice to quit. Any satellite dish (or equivalent) installation must conform to our separate agreement available at the office. Installation without an agreement is subject to a three day notice to quit as well as repair costs. Resident(s) acknowledges that the premises are in good order and repair unless otherwise indicated on the move-in sheets. Resident(s) shall at their own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as when received, normal wear and tear excepted. *Resident(s) shall be responsible for all repairs required for damages caused by Resident's(s) intentional or negligent conduct, including, but not necessarily limited to, damages from parties, water beds, clothes washer leaks, portable dishwasher leaks, pets or Resident's(s) family, invitees, or guests.* **In the event the Resident(s) requires Owner's assistance with regard to maintenance or repair within premises, Owner may treat such invitation as an implied waiver of any other notice requirements pertaining to Owner's entry into premises.** Resident(s) shall not paint, wallpaper or otherwise redecorate or make alterations to the premises without prior written consent of the owner. Resident(s) shall irrigate and maintain any surrounding grounds including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are part of the premises and are exclusively for the use of the Resident. All window coverings are to be backed in white or alabaster.

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14. SMOKE DETECTORS: The premises are equipped with a smoke detector device. Resident(s) acknowledge that the smoke detector was tested and its operation explained by Management in the presence of the Resident(s) at the time of initial occupancy and the detector in the unit was operating properly at the time. Resident(s) shall test the operation of the detector at least once a week and if any defect is found, Resident(s) shall immediately inform Owner in writing of said defect. If the smoke detector is battery operated, Resident(s) shall be responsible for replacing the battery as needed and shall not leave the battery out of the detector. If smoke detector is disconnected or missing, there will be a \$35.00 reconnection charge.

15. ORDINANCES AND STATUTES: Resident(s) shall comply with all statutes, ordinances and requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

16. ENTRY & INSPECTION: Resident(s) shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, verifying the # of residents, or showing the same to prospective Residents or purchasers, or for making repairs. Entry can be without notice in case of an emergency.

17. WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

18. INDEMNIFICATION: Owner shall not be liable for any damages or injuries to Resident(s), to any person, or to any property, occurring on the premises, in the common areas, or any part thereof, not the fault of Owner, and Resident(s) agrees to hold Owner harmless from any claims for damages not the fault of Owner. **Resident's personal property is NOT insured by Owner.** The Resident(s) agrees to pay, indemnify, and hold owner harmless from and against any and all loss, costs, damages, or expenses, including without limitation, attorneys fees, costs, and expenses incurred by owner arising out of any damages to the premises resulting from Resident's(s) intentional or negligent conduct, including, but not necessarily limited to, damages from parties, water beds, clothes washer leaks, portable dishwasher leaks, pets, or Resident's(s) family, invitees, or guests.

19. LEGAL 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 attorney's 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 to be awarded shall not exceed \$500.00 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. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

20. POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Resident(s) shall not be liable for any rent until possession is delivered. Resident(s) may terminate this agreement if possession is not delivered within ten (10) days of the commencement of the term.

21. COMMUNITY POLICIES: Resident(s) agrees to abide by any and all Community Policies, whether promulgated before or after the execution hereof, including but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Owner shall have the right to change said Community Policies with thirty (30) days notice.

22. UTILITIES: Resident(s) shall be responsible for the payment of all utilities and services, except cold water and refuse, which shall be paid by Owner. If power is not placed in Resident's name within 2 days of the date lease begins, any bill in Owner's name shall become immediately due and payable and is considered a breach of Resident's lease agreement which would also be subject to a \$50 fee. Residents shall at all times have power on in the apartment. Having power disconnected from the apartment is considered a hazard. Power must remain in Residents name for the duration of the lease. **Be careful with roommate changes which would also be subject to the \$50 fee.**

23. COMMON AREAS: Sidewalks, lawns, parking, pool, volleyball areas and laundry rooms are included in common areas. In order to assure all Residents quiet enjoyment of the entire facilities, Resident(s) agrees to following:

- a.) Resident(s) has a non-exclusive, revocable license to use said common areas. Owner, or Owner's agent, may at any time revoke the use of said license and exclude all Resident(s) and their invitees from said common areas.
- b.) Should Owner or Owner's agents revoke the use of common areas, Resident(s) agrees that Owner may treat such conduct as a Trespass. Resident(s) understand and agree that such trespass may result in criminal charges being brought against Resident(s) and/or Resident's invitees.

24. LEAD PAINT: Owner has no knowledge of lead-based paint and/or lead-based paint hazards in this housing community. In-house testing was completed and no evidence of lead was found.

25. MOLD: Resident(s) shall maintain the apartment so that mold does not accumulate from any normal or usual source of moisture which includes, but is not limited to: bathrooms, kitchen areas, windows and window sills. Resident(s) is responsible to immediately notify manager in writing of any mold in or about the apartment. Owner/Manager shall investigate and treat affected area(s) in a timely manner.

26. LIABILITY: Resident(s) assume full responsibility for any and all damages caused by Resident(s) personal property whether resident was negligent or not (i.e.: water beds, aquariums, washing machines, etc.), to either Owners property, neighboring Resident's property and/or their own property.

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**RENTAL PAYMENT AND MOLD NOTIFICATION ADDENDUM TO:
1) RENTAL AGREEMENT and/or LEASE AGREEMENT 2) STORAGE RENTAL AGREEMENT**

THIS AGREEMENT made and entered into between _____,
and _____, "Resident".

Resident is renting from Owner/Agent the premises located at: _____,
Apt. # _____, Chico CA _____

RENT PAYMENTS

As required by law:

1. 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 obligation.
2. Rent Payments shall be made payable and delivered as follows:
Rent is due on the 1st day of each month and must be received in the office, (NOT postmarked) by 5 p.m. on the 5th of the month, even if the office is closed!!

Payable To: *Appropriate Apartment Community*

Deliverable To: *Appropriate Apartment Community Address*

3. *If the office is closed, there is a 24-hour drop box available at said location for your convenience.*
4. Normal recurring Rent must be paid by one check, certified funds, or money order per apartment. If rent is paid on or after the 16th of the month, rent must be paid ONLY by money order or certified funds.
The exceptions are: 1) Initial Move in; 2) Rent Payments made by a Public Agency; 3) Checks mailed directly to the apartment office by a non-local responsible party.

MOLD DISCLOSURE

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the apartment prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the apartment, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the apartment clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the apartment free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner/Agent of overflows from bathroom, kitchen, or apartment laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the apartment to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans, (if one is installed in the apartment), while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use hood exhaust fans whenever cooking, dish-washing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the apartment.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as is reasonably possible. (NOTE: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.