

# Hill Properties



123 W 6th St • Suite 130 • Chico, CA 95928  
(530) 893-3480

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This RENTAL LEASE CONTRACT is between you, the undersigned Tenant(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent: **Hill Properties**

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you","your" and "Residents" refer exclusively to the Tenants listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

### 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and continue as follows subject to the payment of rent for one month and security deposit:

a **FIXED TERM LEASE AGREEMENT** expiring on <<Lease End Date>>, at which time the lease shall terminate without further notice. A "month to month" tenancy shall be created *only* if Landlord accepts rent from Tenant(s) thereafter

OR

**MONTH TO MONTH LEASE AGREEMENT** the residence shall terminate either party by giving the appropriate written notice on the other.

**SAMPLE**

### 1.3 RENTS AND CHARGES

Resident shall pay to the Owner/Agent the Monthly base rent of <<Monthly Rent>> in advance on or before the first day of each month without deduction or offset. The first month's rent and/or prorated rent amount of <<Prorated Rent>> shall be due prior to move-in. Rent for the partial month's period is prorated on the basis of a 30-day month. You agree to pay rent at the management office or at such other place as we may designate: <<Company Address>> If a payment is submitted to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by Appfolio e-check or electronic payment, personal check, certified cashier's check or money order. All monies paid are applied to the oldest outstanding balances first. 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.

You acknowledge that the landlord will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or practicable to ascertain. If you fail to pay rent in full by the end of the 5th day after it is due, you will pay a **late charge of \$75.00** as additional rent.

In the event that your check is dishonored or electronic payment rejected by the bank, you will pay a **non sufficient funds charge of \$50.00** as additional rent. A late charges will be imposed if the dishonored or rejected payment causes rent to be late. We may require future payments to be in the form other than personal check or electronic payment in the event the payment is rejected. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

In the event that the Tenants are served with a Three-Day Notice to Pay in order to collect rent, Perform Covenant or Quit for lease violation or any other notice for breach of contract, you will pay a **service fee of \$30.00** as additional rent.

All unpaid charges or any fees owed by Tenant, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills will become additional rent at the beginning of the month after the Tenant is billed. Tenant's failure to pay the full amount for a period may result in the initiation of eviction proceedings. If the month's rent payment submitted is less than the agreed amount (even \$5.00) a late fee charge may be applied by the Landlord. Landlord's acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of Tenant, or as an extension of the date on which rent is due. Landlord reserves the right to exercise any other rights and remedies under this Agreement or as provided by Law.

Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenants failure to timely pay rent (including reporting late payments to consumer reporting agencies).

## 1.4 SECURITY DEPOSIT

The total security deposit due at the time of execution of this Lease Contract for all tenants in the apartment is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed or on a mutually agreed upon date. We will hold this sum as deposit to secure your performance of the agreements contained herein. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

When a tenancy extends for a consecutive term, any replacement tenants will take-over the apartment from the previous tenants in an "as is" condition. This "as is" condition means that management will not be providing any standard turn-over cleaning or repair services, during the transition of tenants.

Agreements regarding the transfer of the security deposit held by Hill Properties is an arrangement between the vacating and entering tenant(s). Hill Properties will not refund any portion of the security deposit until the unit is completely vacated and ALL tenants have surrendered the premises.

No part of this deposit is to be considered as an advance payment of rent including last months' rent and will not to be used or refunded, entirely or in part, prior to the leased premises being permanently and totally vacated by all tenants. When a lease agreement is extended for another term or when a lease assumption takes place, the vacating tenants forfeit their claim to the security deposit held by the Landlord. The tenants (incoming, vacating and remaining) are responsible for negotiating the transfer or refund of security deposit prior to the new tenant taking possession.

The carpets in the unit will be professionally cleaned after the termination of each lease and prior to move in. You may choose to arrange and pay for a professional cleaning yourself prior to the termination of your lease. If you do so, provide a copy of your paid receipt to us with your forwarding address and unit keys. If you do not choose to arrange this in advance, the professional cleaning will be performed as part of the move out process and the cost deducted from your security deposit.

After you have vacated the premises, Owner/Agent will furnish you with an itemized written statement of the basis for, and the amount of, any security deposit retained. The Owner/Agent may withhold that portion of the Resident's security deposit (a) remedy any default by Residents in the payment of rent or breach of 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, clean the premises and return the home to the same level of cleanliness it was in at the inspection of the tenancy, as provided by law. Any unused portion of this deposit will be returned to you without interest, according to law. Any unused portion of this deposit shall be returned to Resident without interest, according to law.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. Resident 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.

**SAMPLE**

## 1.5 UTILITIES

Note: Some of our properties will be extending a nominal monthly water/sewer surcharge to Tenants to offset the increasing costs of water usage. If you are leasing at a participating property, a description of the water/sewer surcharge will be included below. \*

Resident will be responsible for payment of all utility charges, except for the following, and a water/sewer surcharge if noted below:

\* <<Utilities Included>>

Tenants will pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. Tenants are responsible for the transfer and payment of utilities and services as described in the lease agreement. To avoid interruption in service and usage charges to your lease account, contact the appropriate utility vendors within 24 hours of the beginning of your lease to establish accounts in your name. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

## 1.6 LIABILITY & DAMAGE RESPONSIBILITY

Our purpose is to inform you concerning insurance coverage so that you can protect your personal belongings against loss, if you wish, and to help prevent misunderstanding about the owner's responsibility. It is not an effort by the Owner/Agent to change responsibilities—that is done by the state legislature and the courts. Generally, except under special circumstances, the Owner/Agent is not legally responsible for loss of resident's personal property, possession or personal liability and Owner/Agent's Insurance will not cover such losses or damages.

**If you desire to protect yourself and your property against loss, the Owner strongly recommends you consult with your insurance agent and obtain coverage for fire, theft, liability, workers' compensation and or/ other perils.** In no event shall the Tenant be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Landlord.

If damages or injury to Owner/Agent's property is caused by resident, residents' guests(s) or child (children) the Owner/Agent's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under Owner/Agent's policy.

You agree to hold Landlord harmless from all claims of loss or damage to property and of injury or death to persons caused by the intentional acts or negligence of the Tenant, his guest or invitees, or occurring on the premises rented for Tenant's exclusive use. **Tenant expressly absolved Landlord from any and all liability for any loss or damage to Tenant's property or effects arising out of water leakage, or breaking pipes, fire or theft, or other cause beyond the reasonable control of Landlord.** This includes damage to Tenant's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, Landlord shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Tenant terminating this Agreement. Landlord shall not be required to repair or replace any property brought onto the premises by Tenant. Tenant agrees to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Tenant's negligence.

### 1.7 JOINT AND SEVERAL LIABILITY (CO-TENANT)

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

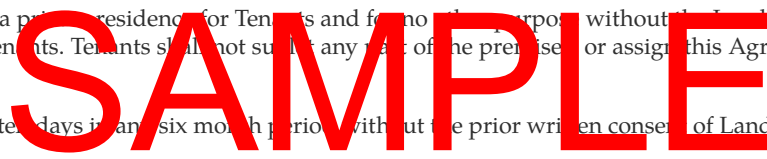
### 1.8 PROPERTIES SUBJECT TO THE CALIFORNIA TENANT PROTECTIONS ACT OF 2019

"California has 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"

### 1.9 USE OF THE PREMISES

Said premises are to be used as a private residence for Tenants and for no other purpose without the Landlord's consent and to be occupied only by the above mentioned Tenants. Tenants shall not sublet any part of the premises or assign this Agreement without the prior written approval of the Landlord.

Guests may not stay more than ten days in any six month period without the prior written consent of Landlord.



### 1.10 POSSESSION OF THE PREMISES

If after signing this Agreement, you (the Tenants) fail to take possession of the premises, you will still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to the you for any reason not within the Landlord's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Landlord shall not be liable to you except for the return of all sums previously paid to Landlord in the event you choose to terminate this Rental Agreement.

### 1.11 ACCEPTANCE OF THE 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. Residents shall notify Owner/Agent immediately at the time of move in if there are any exceptions.

### 1.12 FLOOD ZONE

The owner:

- Has actual Knowledge that the property is in a flood hazard zone
- Does not have 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 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 tenants' possessions and is 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 floor hazard to the property and that the information provided pursuant to Cal. Gov Code 8589.45 is deemed adequate to inform the tenant.

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

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES & REGULATIONS

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

### 2.2 TENANT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless entry, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

**Casualty Loss.** We're not liable to any Tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

**Security.** You acknowledge that we have made no representation that the property is a "secure" complex, and that Tenant is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of the property and are not warranties of protection nor are they specifically provided for the protection of the Tenant or guest's person or property. You agree to take appropriate measures to protect your personal property and report to the Police any suspicious activities, persons or events occurring on or about the general premises.

#### Safety and Crime Free

**SAMPLE**

1. You or any guest or Tenant under your control, shall not engage in any criminal activity, including drug-related criminal activity, on or near proper the property premises. "Drug-related criminal activity" means the illegal manufacture, sale distribution use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 1012 of the Controlled Substance Act (21 U.S.C. 802))

2. You or any member of the household, or a guest or other person under your control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.

3. VIOLATION OF ANY OF THE ABOVE PROVISIONS WILL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum will be deemed serious violation and a material noncompliance with the rental agreement/lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement/lease, Unless otherwise provided by law, proof of violation will not be require criminal conviction, but will be by ta preponderance of the evidence.

4. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement/ lease, the provisions of the addendum will govern.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 2.3 KEYS

All deadbolts, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change or add locks without our written consent. Each bedroom is furnished with a standard passage or privacy knob. If you replace a provided knob with keyed knob, you must properly reinstall original-type knob to interior door or be charged. You assume any and all liability for repair or replacement costs associated with any damage caused to the doors, hardware or jambs as a result of tenant-installed door locks. You agree to not copy or share keys or parking permits.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. The schedule of charges for rekeying or replacement of locks or keys is as follows: STANDARD/PROGRAMMABLE LOCKS: Standard deadbolt/mail box lock change, rekey or reprogram (\$65 ea); REPLACEMENT KEYS: Pool/Recreation/Fitness gates or rooms (\$100 ea); Replacement of lost garage door remote (\$75 ea) After hours lock out service call (\$50 or as billed by locksmith contractor) Copy of standard door key or mail box key (\$15 ea)

## 2.4 VEHICLES AND PARKING

Owner/Agent reserved the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized areas. You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, operable, and currently registered.

## 2.5 PETS/WATER FILLED FURNITURE/ OUTDOOR FURNITURE

No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No resident/guest shall place, use, keep or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises. If you, your guest or other occupant violates this clause, you may be subject to additional fees, damages, eviction, and other remedies provided in this Lease Contract. An additional rental fee may be initiated by the Landlord in consideration of the pet. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you will be responsible for any fees or damages caused by the pet/animal including, but not limited to, UV testing, sealing affected sub floors, replacement of damaged flooring and pest treatment.

## 2.6 QUIET ENJOYMENT / USE

All Tenants shall be entitled to quiet enjoyment of the premises. Tenants agree not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience or harass with the quiet enjoyment of any other tenant, including but not limited to having loud or late parties or playing loud music. You are also responsible to ensure that your guests also comply with this provision. Resident will not interfere with the Owner/Agent in the performance of their respective duties, make excessive demands upon the Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises. Resident is subject to a \$2,000 fine or penalty for noise violations that require Landlord intervention, any other related fines, charges or fees by the City of Chico, Law Enforcement, or Security Services. Fines may be assessed on individual or multiple apartments depending upon level of participation. Violation of the above decrees or any of the like decrees described in the attached Rules and Regulations is considered a *non-curable breach* of this agreement and Owner/Agent may take legal action to terminate the Agreement and remove Resident.

## 2.7 PLUMBING

You are responsible for any and all damage done to the apartment that is caused by your negligence or improper use, including, but not limited to the following: (1) costs of repairs due to waste pipe or drain clearances including, but not limited to: facial tissue, wet wipes, disposable diapers, paper towels, feminine hygiene products, and plastic items are not to be flushed down the toilets, as they may cause stoppage of the sewer lines, (2) any damage other than normal wear and tear to the garbage disposal, including but not limited to, overfilling disposal with too much food waste, removal of any foreign objects found in the disposal, or for damage done by foreign objects to the disposal. Do not pour grease down kitchen sinks. If it becomes necessary to request plumbing services, a **minimum** charge of \$65.00 and may also include fees required for outside plumbing or line clearing services.

## 2.8 CARE AND MAINTENANCE

You agree, at your sole expense, keep the premises clean and free of debris, in good order and repair, agree to the regular and proper disposal of trash and recycling materials, unsightly trash or unwanted materials and to immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. You agree to reimburse Owner/Agent for the cost to repair damage by Tenant through misuse or neglect including but not limited to plumbing stoppages. Indoor/outdoor gardening for use or consumption and/or inhalation is prohibited without written consent from Owner/Agent. Except as provided by law, no repairs, decorating or alterations shall be made without Landlord's prior consent. You need be aware that any damage caused by smoking will not be considered normal wear and tear and that you will be held responsible for additional costs related to smoke damages, i.e., mini blinds, draperies, yellow walls and ceilings, painting required due to smoke odor, burns to counters, sinks, or extra cleaning of carpets due to smoking, and HVAC systems.

## 2.9 NOTICES AND COMMUNICATION

Written communication between Landlord and Tenants will be done using postal mail, email and text messaging. Email and text messaging is considered a mechanism for official communication between Tenant and Landlord. The Landlord and the Tenants have the right to expect that such communications will be received and read in a timely fashion. The standard email address for Hill Properties is info@hill-properties.com. Both parties agree to provide up to date email addresses and phone numbers for such communication and agree to notify either party of any change to this information in writing within 7 days of the change.

## 2.10 REPLACEMENTS AND SUBLETTING

Resident shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without prior written consent of Owner/Agent. Any such action, prior to written consent, will be an irrevocable breach of this Agreement. If one of the Tenants wishes to vacate the property early, it is understood by all Tenants that a replacement for that person must be found in order to release the out-going Tenant from the Rental Contract. The out-going Tenant is responsible for finding a replacement, unless otherwise specified by remaining Tenants. The Landlord must give written consent to allow for such a transaction, and the transfer must be authorized (in writing) by the residing Tenants. It is agreed that *each* transferring Tenant will pay \$150.00 (one hundred fifty dollars) to the Landlord for such consideration and lack of contract performance, and the time and paperwork the Landlord or Landlord's agent must spend with the new and old Tenants. If we approve a replacement Tenant, at our option, the replacement Tenant must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement Tenants must sign an entirely new Lease Contract.

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

X \_\_\_\_\_  
Initial Here

## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

You have inspected the premises, furnishings, equipment, and all plumbing, heating, and electrical systems are operative and deemed satisfactory, unless otherwise noted on the Move in Inspection sheet. You accept the condition of the premises, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You agree to maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, fixtures, telephone and cable TV wiring, locks, and security devices. You may not paint or make any permanent alterations without our written consent.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.3 RIGHT OF ENTRY AND INSPECTIONS

Twenty-four (24) hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Landlord or Landlord's agents 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 Tenants; when the Tenant has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Landlord shall give Tenant reasonable notice of intent to enter. Tenant may be present, however, such entry shall not be conditioned upon such presence, and Tenant agrees to indemnify and hold Landlord free and harmless for such entry.

### 3.4 TERMINATION: CLEANING / REPAIRS

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender,

abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

**Cleaning.** You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

**Holding Over.** Resident(s) has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Agreement without a mutual written agreement between parties. In the event that the Resident(s) holds over, then the rent shall be increased to **twice** the rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to an holding over by Resident(s).

**Move out Inspections.** Shortly after your lease expires, your residence will be inspected. If you wish to be present at this final inspection, please make an appointment with your manager at least 48 hours prior to your move out date. You also have the right to an initial move out inspection. This initial inspection can help identify tenant charge damage and allow you time to make repairs or replacements yourselves before your lease ends. If you would like to schedule an initial move out inspection, it can only be performed between 14 and 2 days prior to your move out day. Please call or email your manager in advance to arrange an appointment.

**Security Deposit Disposition.** We will send, to your last known address, by first class mail, or any refundable Security Deposit (less lawful deductions) and/or an itemized accounting of any deductions no later than twenty-one (21) days after the Lease Contract termination and delivery of possession to us. Unless other arrangements are made in writing, the remaining Security Deposit will be divided and sent in equal portions to the tenants named on the Lease Contract. Should the lawful deductions exceed the amount of Security Deposit paid, the named tenants will be held joint and severally liable for the balance owed.

### 3.5 PEST CONTROL

Upon demand or notice by owner/agent, tenant will 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 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. In the event tenant is required to vacate the premises during any fumigation or remedial work, reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to, and actually does, vacate the premises. Costs for services required to cure conditions or infestations that are excessive in nature, can be directly linked to the Residents' actions or behavior and not a result of natural circumstances may be the Resident's responsibility.

### 3.6 RULES AND REGULATIONS

Resident acknowledges receipt of, and has read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Owner may terminate this Agreement, as provided by law, if these Rules and Regulations are violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC & R's) and Association Rules and Regulations. A copy of these documents (if applicable) are made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner any charge assessed by reason of Resident's conduct.

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

X \_\_\_\_\_  
Initial Here

## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

Unless you are entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-tenants, loss of employment, bad health, or death.

## Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

## 4.2 WAIVER BY LANDLORD

If any condition or term contained within this lease is temporarily deemed waived (i.e.. late charge) it shall not violate the same or any other term or condition contained within this agreement

## 4.3 AUTHORITY TO RECEIVE LEGAL PAPERS

If any legal action or proceeding were 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. Any person managing the premises, the Landlord, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to Hill Properties 123 W. 6th Street Suite #130, Chico, CA 95928.

## 4.4 GENERAL

Any and all monetary obligations pursuant to this Agreement, except the security deposit shall be deemed rent or additional rent. Each and every term, covenant and condition set forth in this Agreement to Rent or Lease shall be deemed to be a condition of Resident's tenancy at the rental premises. No oral agreements have been entered into, and this Agreement to Rent or Lease shall not be modified unless such modification is in writing. The terms of a periodic tenancy may be modified by Owner by service of a 30-day written notice. The breach of any of the terms, covenants or conditions in this Agreement to Rent or Lease shall be deemed to be a material breach of this Agreement to Rent or Lease, and shall give Owner all rights of termination. Waiver of any default or breach of any term, covenant or condition in this Agreement to Rent or Lease shall not constitute a waiver of subsequent breaches. Should any provision of this Agreement to Rent or Lease be declared or determined by any court to be illegal or invalid, the validity of the remaining parts of this Agreement to Rent or Lease shall not be affected thereby, and the remainder of this Agreement to Rent or Lease shall remain valid and enforceable. This Agreement to Rent or Lease shall be binding upon the heirs, administrators, successors and assignees of all parties hereto. Time is of the essence in performance of this Agreement to Rent or Lease concerning each and every provision stated herein.

## 4.5 CONTRACT TERMINATION AND DISPUTE

**DEFAULT.** In the event of a default by Tenant, Landlord may elect to (a) continue the lease 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 the Tenant's rights hereunder, and recover from Tenant 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 Tenant proves to be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative.

**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 three arbitrators, 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 the 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 Landlord and Tenant, 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 Landlord's rights in the event of Tenant's breach or default under this agreement, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the State of California.

**ATTORNEY'S FEES / WAIVER OF JURY TRIAL.** 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 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, LANDLORD AND TENANT 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.

#### 4.6 MEGAN'S LAW

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via the 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. Landlords are prohibited from discriminating against persons whose names are listed on the Megan's Law website.

#### 4.7 ESTOPPEL CERTIFICATE DURING A PROPERTY SALE

An estoppel certificate is used to inform a potential buyer of commercial or residential rental property of the rights and privileges of existing tenants. The estoppel certificate requests information about rental amount, lease terms, protected tenancy status, oral agreements with the landlord, amendments to written lease agreements, promises made by the landlord, and agreements with respect to the payment of utilities, e.g. water and gas. This certificate will then be presented by the Landlord to the Tenants to verify the information provided about the current lease is accurate. Tenants agree to return the certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

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

X \_\_\_\_\_  
Initial Here

### 5. Sign and Accept

#### 5.1 ACCEPTANCE OF LEASE

By signing this Agreement, the parties hereby indicate that they have read and understand this entire Agreement and agree to all of the terms, covenants and conditions stated herein. The parties hereby agree that the terms of this rental agreement are reasonable and effectuate the intent and purpose of the parties. No representation or recommendation is made by the preparer of this form as to the legal sufficiency, legal effect or tax consequences of this agreement. The parties are urged to consult counsel of their choosing, and any appropriate consultant to review and investigate the condition of the premises. Resident acknowledges receipt of a copy of this Agreement with all addenda. If this agreement is for a fixed term, paragraph 1.2 herein provides that the term shall automatically continue on a month to month basis absent notice to the contrary.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed