



# LEASE CONTRACT

CERTIFIED LEASE CALIFORNIA

## CONSENT TO ELECTRONIC SIGNATURES

BY INITIALING BELOW, RESIDENT IS PROVIDING CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES FOR THIS LEASE TRANSACTION. RESIDENT AGREES THAT AN ELECTRONIC SIGNATURE IS THE LEGALLY BINDING EQUIVALENT TO A HANDWRITTEN SIGNATURE. ALL ELECTRONIC SIGNATURES EXECUTED BY RESIDENT WILL HAVE THE SAME VALIDITY AND MEANING AS A HANDWRITTEN SIGNATURE.

Initial: \_\_\_\_\_

## PARTIES AND LEASED PREMISES

<b>Owner</b> Village at the Timbers	<b>Address</b> 725 Nord Ave, Chico, CA 95926	<b>Phone</b> (530) 343-9131
<b>Resident</b> Fred Flinstone	<b>Address</b> 2465 Latham, Mountain View, CA 94041 - US	<b>Phone</b>
<b>Email Address</b> thetimbers@plpinc.net		

**Community**  
Village at the Timbers

<b>Street Address</b> 725 Nord Ave	<b>City</b> Chico	<b>State</b> CA	<b>ZIP</b> 95926	<b>County</b> Butte
---------------------------------------	----------------------	--------------------	---------------------	------------------------

## LEASE TERM

<b>Type</b> <input checked="" type="checkbox"/> Move-In <input type="checkbox"/> Renewal	<b>Period</b> Twelve (12) Installments	<b>Start Date</b> 8/1/2016	<b>End Date</b> 7/31/2017	<b>Date Signed</b> December 13, 2017
---	---	-------------------------------	------------------------------	---

## RENT

<b>Payable To</b> Village at the Timbers	<b>Address</b> 725 Nord Ave, Chico, CA 95926	<b>Phone</b> (530) 343-9131	
<b>Office Hours</b>	<b>Due On</b> 1st	<b>Late On</b> 6th	<b>Fax</b> ( ) -

## CHARGES

Animal Waste Removal	\$50.00	Parking Permit	\$50.00	Late Payment	\$50.00
Dishonored Payment	\$35.00	Transfer Charge	\$250.00		

## LEASE NOTES

SAMPLE LEASE

## FIRST PAYMENT

Total Installment Due	\$1,500.00	Total Security Deposit Due	\$500.00	Total One-Time Fees Due	\$0.00
HOLDING DEPOSIT PAID					(\$500.00)
<b>FIRST PAYMENT TOTAL DUE BY AUGUST 1, 2016</b>					<b>\$1,500.00</b>

INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$1,500.00	Security Deposit	\$500.00	Application Fee (Paid - \$35.00)	\$0.00
<b>TOTAL INSTALLMENT</b>	<b>\$1,500.00</b>	<b>TOTAL SECURITY DEPOSIT</b>	<b>\$500.00</b>	Security Deposit	\$0.00
				<b>TOTAL ONE-TIME FEES</b>	<b>\$0.00</b>

**1. PARTIES AND THE LEASED PREMISES.** This Lease Contract ("Lease Contract") is entered into this **13th** day of **December, 2017**, between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident"). Resident hereby agrees to lease an **unfurnished** premises at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community"), for use exclusively as a residential premises and not for any other purpose. Any person assigned by Owner to share the Leased Premises with Resident or to occupy another bedroom in the same apartment, as a resident under a separate Lease Contract, will be referred to hereinafter as a co-resident. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Resident hereunder.

Resident acknowledges that, unless otherwise specified in this Lease Contract, Resident is leasing a bed space or bedroom, and not a specifically numbered apartment, which may be shared with other co-residents. Resident has a joint right to use and occupy the apartment's common living areas with other co-residents, including, where applicable, the kitchen, living room, bathrooms, laundry areas, storage areas, and any private balconies or patios within the apartment. Resident agrees that Owner will not be liable for any

Initial: \_\_\_\_\_

claims, actions, or damages of any nature whatsoever relating to, arising out of, or connected with disputes between Resident and other co-residents.

**2. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises will be occupied solely by Resident, and any co-residents assigned by Owner. No other persons may reside in, or in any way occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises in excess of either **six (6)** consecutive days, or more than twice that many days in any one-month period, whether or not consecutive, without Owner's prior written consent. Resident acknowledges and agrees that allowing unauthorized occupants to reside in the Leased Premises, or allowing guests to stay past the permissible amount of time, will be deemed a violation of this Lease Contract.

**2.1. ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at the commencement of the lease term. Furthermore, if the requested bedroom or apartment type is not available, Resident understands that the sums owed under in this Lease Contract may fluctuate depending on premiums assessed for bedroom or apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.

**2.2. RELOCATION.** For the purposes of operating efficiency, Owner, in its sole discretion, may request Resident to relocate to another bedroom in the apartment or to another apartment in the Community. Owner reserves the right to relocate Resident at any time, upon **five (5)** days written notice. Resident understands that variations in bedroom or apartment size, location, and value may occur due to relocation. Owner shall not be liable to Resident for any costs incurred during the relocation. Resident acknowledges and agrees that failure or refusal to comply with Owner's relocation request will be deemed a violation of this Lease Contract.

**2.3. TRANSFERS.** Resident is not permitted to transfer to another bedroom in the apartment or another apartment in the Community without Owner's prior written consent. Resident understands that any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay to Owner, as a transfer charge, the sum of **\$250.00**, which shall be due prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within **seven (7)** days of the lease term commencement date. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

**3. LEASE TERM.** This Lease Contract will be for a term of **twelve (12)** installments, commencing on **August 1, 2016** and expiring at **11:59 P.M. on July 31, 2017**, unless sooner terminated as provided in this Lease Contract or as allowed by applicable law. This Lease Contract will not automatically renew upon expiration of the lease term. Resident must give Owner at least **30** days written notice of termination or intent to move-out if it is prior to the expiration date of the lease term. Owner will give Resident at least sixty (60) days written notice of termination if Resident has been in possession of the Leased Premises for longer than one (1) year.

Prior to the expiration date of the lease term, Resident may be given an opportunity to renew this Lease Contract, or sign a new Lease Contract for another term, and remain in the Leased Premises. If this Lease Contract is not renewed or a new Lease Contract is not signed, the Leased Premises may be leased to another resident and will no longer be available to Resident.

**3.1. DELAY OF OCCUPANCY.** Resident acknowledges that if delivery of the Leased Premises is or will be delayed due to construction, repairs, cleaning, a previous resident's holding over, or any other reason beyond Owner's control, Owner shall not be liable for the delay. If Owner is unable to deliver possession of the Leased Premises to Resident by the commencement date of the lease term, this Lease Contract shall remain in force, subject to the following: 1) abatement of rent on a daily basis during the delay; and 2) Resident's right to terminate this Lease Contract until the date that Owner can deliver possession of the Leased Premises. In the event of termination, Resident's notice of termination must be in writing, and Resident shall only be entitled to a refund of any sums paid. Resident agrees that rent abatement or termination of this Lease Contract does not apply if the delay is for cleaning or repairs that don't prevent Resident from occupying the Leased Premises.

**3.2. HOLDING OVER.** Resident must not hold over in the Leased Premises beyond the date contained in a written notice of termination or intent to vacate, or beyond any other move-out date agreed to by both parties in writing. If a holdover occurs, then: a) holdover rent will be due, in advance, on a daily basis and may become delinquent without notice or demand; b) rent for the holdover period will be increased to market rents, without notice; c) Resident will be liable to Owner for all rent (subject to Owner's mitigation duties) for the full term of any previously signed lease contract of any new resident who can't move-in due to the holdover; and d) Owner, in its sole discretion, may extend the lease term, for up to one month from the date of notice of lease extension, by delivering written notice to Resident or the Leased Premises while Resident continues to hold over. Resident acknowledges and agrees that failure to vacate the Leased Premises on time will be deemed a violation of this Lease Contract.

**3.3. EARLY MOVE-OUT.** If Resident moves out early without Owner's prior written consent or without paying Owner a negotiated lease termination fee, Resident will be liable to Owner for actual damages, including liability for rents during the remainder of the lease term, subject to Owner's mitigation duties, and for the cost of finding and processing a replacement resident, cleaning, make-ready costs, etc. In addition to any other rights and remedies allowed by applicable law, Owner will have the remedy set forth in CAL. CIV. CODE § 1951.2.

- 4. SECURITY DEPOSIT.** Resident agrees to pay to Owner, as a security deposit, the sum of **\$500.00**, due on or prior to the commencement date of the lease term. Unless modified by addenda, this is the total security deposit at the time of execution of this Lease Contract. The security deposit will be available to Owner in the event Resident becomes liable for any damage or other losses during the tenancy. If the security deposit does not cover the total amount of damage or other losses suffered by Owner, Resident will responsible for paying the remaining balance due to Owner.
- 5. RENT.** Resident agrees to pay to Owner, as the total rent for the lease term, the sum of **\$18,000.00**. Unless modified by addenda, this is the total rent at the time of execution of this Lease Contract. Rent will be paid in **twelve (12)** installments of **\$1,500.00**, as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2016	\$1,500.00
2. September 1, 2016	\$1,500.00
3. October 1, 2016	\$1,500.00
4. November 1, 2016	\$1,500.00
5. December 1, 2016	\$1,500.00
6. January 1, 2017	\$1,500.00
7. February 1, 2017	\$1,500.00
8. March 1, 2017	\$1,500.00
9. April 1, 2017	\$1,500.00
10. May 1, 2017	\$1,500.00
11. June 1, 2017	\$1,500.00
12. July 1, 2017	\$1,500.00

Rent must be paid in full, in advance and without demand, on or before the **1st** day of each month with no grace period. Rent, and all other payments due to Owner, shall be made payable to **Village at the Timbers, 725 Nord Ave, Chico, CA 95926, (530) 343-9131**. Payments must be made in the form of **online payment, debit, personal check or certified check**. Owner, in its sole discretion, may require at any time, with or without cause, that Resident make payments in the form of **certified check, cashier's check, or money order**. Resident shall submit payments to the rental office at **725 Nord Ave, Chico, CA 95926**. The usual days and hours when payments may be made personally are . Resident must not withhold or offset rent unless specifically authorized by law. Owner reserves the right to refuse any payment that does not pay the full balance of sums owed or does not include all sums due to Owner. All monetary obligations due to Owner under this Lease Contract will be considered rent. Resident acknowledges and agrees that failure to pay rent on time will be deemed a violation of this Lease Contract, and all remedies available to Owner under this Lease Contract and applicable law for such violation will be authorized.

A negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the credit obligations under this Lease Contract.

**5.1. FIRST PAYMENT DUE.** Resident agrees to pay to Owner the sum of **\$1,500.00**, due on or prior to the commencement date of the lease term. Unless modified by addenda, this is the total sum due at the time of execution of this Lease Contract. Resident acknowledges and agrees that failure to make the first payment on time will be deemed a violation of this Lease Contract, and all remedies available to Owner under this Lease Contract and applicable law for such violation will be authorized.

- 6. PAYMENTS AND CHARGES.** Owner and Resident agree that when Resident fails to pay rent on time, or when Resident makes a payment that is subsequently dishonored by the financial institution upon which it is drawn, the actual cost to Owner is extremely difficult or impractical to ascertain, but the parties agree that Owner does, in the event of a late or dishonored payment, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. Resident agrees that the late and dishonored payment charges represent a fair and reasonable approximation of the actual cost Owner is likely to suffer, and are intended to be liquidated damages.

**6.1. LATE PAYMENTS.** If Resident fails to pay rent before the **6th** day of the month, Resident agrees to pay to Owner, as a late payment charge, the sum of **\$50.00**. Resident acknowledges that payment of late charges does not constitute a license to pay rent late.

**6.2. DISHONORED PAYMENTS.** If Resident makes a payment that is, for any reason whatsoever, dishonored by the financial institution upon which it is drawn, Resident agrees to pay to Owner, as a dishonored payment charge, the sum of **\$35.00**.

**6.3. ALLOCATION OF PAYMENTS.** Owner, in its sole discretion and without notice, may allocate payments received from Resident to any unpaid obligations owed by Resident first, then to current rent. Owner may do this regardless of notations or restrictive endorsements on payments and regardless of when the obligations arose. This provision does not apply to sale proceeds from personal property left in the Leased Premises, as stated in the Section entitled "Personal Property of Residents", or utility payments subject to government regulation. Resident acknowledges that all sums other than rent are due upon Owner's demand. After the due date, Owner has no obligation to accept rent or any other payments. Any provision of this Lease Contract calling for the payment of sums will be

deemed a covenant to pay rent.

**7. UTILITIES.** Owner will furnish the following utilities to the Leased Premises:  **Water**  **Sewer**  **Trash** . Resident agrees to pay for the following utilities, including any related deposits, fees, charges, or services on such utilities:  **Cable**  **Electric**  **Gas**  **Internet**  **Water - \$20 flat fee per month/per resident** . Resident must not allow any utilities to be disconnected, including disconnection for nonpayment of utility bills, prior to the expiration of the lease term or any renewal period. Resident understands that utilities may be used for normal household purposes only, and Resident shall not make excessive or unreasonable use of such utilities. If any utilities are submetered for the apartment or prorated by an allocation formula, Owner will attach the Utility Addendum to this Lease Contract in compliance with state-agency rules or city ordinance.

**8. LIABILITY INSURANCE.** Resident acknowledges that Owner does not maintain insurance to cover personal property or personal injury – Resident will bear the risk. Owner shall not be liable to Resident, or Resident's guests, for damage or loss of personal property or personal injury sustained from any cause, including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, hurricane, theft, vandalism, interruption of utilities, or negligent or intentional acts of other residents or invited/uninvited guests unless otherwise required by applicable law. Resident **is** required to purchase personal liability insurance. Resident acknowledges and agrees that failure to obtain and maintain personal liability insurance while occupying the Leased Premises will be deemed a violation of this Lease Contract, and all remedies available to Owner under this Lease Contract and applicable law for such violation will be authorized.

By initialing below, Resident acknowledges and agrees that neither Resident nor Resident's guests are beneficiaries or in any way co-insured under any insurance policies held by Owner.

Initial: \_\_\_\_\_

**9. RENT INCREASES AND LEASE CHANGES.** No rent increases or changes to this Lease Contract are permitted prior to the expiration of the lease term, except for: a) leases changes provided for and allowed by this Lease Contract; b) leases changes agreed to by both parties in a separate written agreement; c) reasonable changes to the Community Policies if they are distributed and applicable to all residents in the Community and do not substantially modify this Lease Contract; or d) leases changes otherwise allowed by applicable law. Owner will give Resident a minimum of thirty (30) days notice if Resident is on a month-to-month tenancy before Owner increases the rent (a maximum 10% increase over the previous twelve (12) months). Owner will give Resident at least sixty (60) days notice during a month-to-month tenancy before Owners raises the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in Resident's income or family composition as determined by a recertification required by statute or regulation.

**10. THE LEASED PREMISES AND FURNISHINGS.** Resident must use customary diligence in maintaining the Leased Premises, and not must damage or litter the common areas of the apartment. Resident agrees not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter Owner's property, unless authorized by applicable law or Owner has given prior written consent. No water furniture, washing machines, additional phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted, unless authorized by applicable law or Owner has given prior written consent. Resident may install a satellite dish or antenna provided that Resident signs the Satellite Dish and Antenna Addendum which complies with reasonable restrictions allowed by federal law. Resident agrees not to alter, damage, or remove Owner's property from the Leased Premises or the apartment, including, but not limited to, alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. Resident acknowledges that improvements made to the Leased Premises or the apartment, with or without Owner's prior written consent, will become Owner's unless agreed to otherwise in writing.

Resident accepts the Leased Premises, including fixtures and furniture, as is, except for conditions causing the Leased Premises to be untenantable under California Civil Code 1941. Owner will provide Resident with the Move-In/Move-Out Inspection Form on or before the commencement date of the lease term. Resident must note all preexisting defects or damage and return the form to Owner. Unless otherwise on the form, everything will be considered to be in a clean, safe, and good working condition. Resident understands that items noted on the Move-In/Move-Out Inspection Form do not constitute an agreement by Owner to clean, repair or replace that noted item.

**10.1. KEYS AND ACCESS DEVICES.** Resident is not permitted to make duplicate copies of keys or access devices without Owner's prior written consent. If any keys or access devices are lost, stolen or damaged, Owner may charge Resident the cost of replacing each key or access device. If any keys or access devices are returned damaged or not returned at move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit. Resident will be receive the keys and/or access devices listed below, as follows:

KEYS / DEVICES	AMOUNT*
1. Apartment Keys: Two (2) Issued	\$10.00
2. Mailbox Keys: Two (2) Issued	\$10.00
3. Facility Keys: Two (2) Issued	\$50.00
*Cost to replace lost, stolen, damaged, or unreturned keys/access devices.	

**10.2. SMOKE AND CARBON MONOXIDE DETECTORS.** Owner will furnish smoke and carbon monoxide detectors as required

by statute. Owner will test the smoke and carbon monoxide detectors and provide working batteries, if applicable, when Resident first takes possession of the Leased Premises. After that, Resident must maintain the smoke and carbon monoxide detectors and replace any batteries as needed at Resident's expense, unless the law provides otherwise. Resident acknowledges that Owner may, without prior notice, replace dead or missing batteries at Resident's expense. Resident must immediately report smoke and carbon monoxide detector malfunctions to Owner. Neither Resident nor others may disable smoke and carbon monoxide detectors. If Resident damages or disables the smoke or carbon monoxide detectors, fails to replace any dead or missing batteries, or fails report malfunctions to Owner, Resident may be liable to Owner and others for actual damages, and for any loss, damage, or fines from fire smoke, or water.

**11. COMMUNITY POLICIES AND CONDUCT.** Resident acknowledges that Owner's written policies and rules (the "Community Policies") are incorporated into and made a part of this Lease Contract. Resident agrees to abide by said Community Policies in all respects, including instructions for care of Owner's property. Resident is responsible for the conduct of guests while at the Community, including ensuring compliance with this Lease Contract and the Community Policies. Owner may make reasonable changes to the Community Policies, effective immediately, if they are distributed and applicable to all residents in the Community and do not modify sums owed under this Lease Contract.

Resident, and Resident's guests, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others, including Owner's representatives, agents, affiliates, and/or employees, in or near the Community; disrupting Owner's business operations; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the Community in a manner that may alarm others; tampering with utilities or telecommunications; bringing hazardous materials into the Community; or injuring Owner's reputation by making bad faith allegations against Owner to others.

(\*Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. The Resident agrees not to violate any law or ordinance. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance in all states, including California. (21 *United States Code* sections 801-904; 21 *United States Code* section 841(a)(1); 21 *United States Code* section 812(b)(1))

**11.1. USE OF THE LEASED PREMISES.** Resident agrees to the following: the Leased Premises must be kept clean and sanitary; trash must be disposed of, at least weekly, in appropriate receptacles in accordance with local ordinances; passageways may be used only for entry or exit; and common areas and recreational facilities must be used with care in accordance with the Community Policies and posted signs. Resident further agrees that conducting business any kind, including child care services, in the Leased Premises or in the Community is prohibited. Any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes. Resident acknowledges that Owner may regulate the following: the use of patios, balconies, and porches; the conduct of furniture movers and delivery persons; and activities in common areas or recreational facilities. Resident will be liable to Owner for damage caused by Resident, or Resident's guests.

**11.2. EXCLUSION FROM THE COMMUNITY.** Owner may exclude guests or others from the Community who, in Owner's judgment, have been violating the law, violating this Lease Contract or the Community Policies, or disturbing other residents, neighbors, visitors, or Owner's representatives, agents, affiliates, and/or employees. Owner may also exclude any person who refuses to identify himself or herself as a resident or a guest of a specific resident in the Community. Resident agrees to notify Owner if Resident is convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property, or if Resident is registered as a sex offender in any state.

**12. ANIMALS.** Unless otherwise provided in California Civil Code 54.2, animals (including, but not limited to: mammals, reptiles, birds, fish, rodents or insects) are not permitted, even temporarily, anywhere in the Leased Premises or the Community without Owner's prior written consent. If Owner has given consent to have animals, Resident acknowledges that an additional deposit may be required. Furthermore, Owner reserves the right to revoke any such consent, at any time, upon **10** days written notice if Owner, in its sole discretion, determines an animal creates a nuisance or disturbance. Resident must remove unauthorized animals within twenty-four (24) hours of notice from Owner, or Resident will be considered to be in breach of this Lease Contract. Resident acknowledges and agrees that failure to comply with animal restrictions will be deemed a violation of this Lease Contract, and all remedies available to Owner under this Lease Contract and applicable law for such violation will be authorized.

**12.1. SUPPORT ANIMALS.** Owner will authorize a support animal for a disabled (handicapped) person. However, Owner may require a written statement from a qualified professional verifying the need for the support animal if the person's disability is not readily apparent or already known to Owner. An additional animal deposit will not be required for support animals.

**13. DAMAGES AND REPAIRS.** If Resident needs to send a notice or request — for example, for repairs installations services, or security related matters — it must be written, signed, and delivered to Owner (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Owner's written notes on Resident's oral request does not constitute a written request from Resident. A request for maintenance or repair by anyone residing in the apartment shall constitute a request from all co-residents.

Owner's complying with or responding to any oral request regarding security or non-security matters do not waive the strict requirement for written notices under this Lease Contract. Resident must promptly notify Owner, in writing, of the following: water leaks;

electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Leased Premises or apartment if the work is done reasonably without substantially increasing Resident's utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Resident must notify Owner immediately. Air conditioning problems are generally not emergencies. If air conditioning or other equipment malfunctions, Resident must notify Owner as soon as possible on a business day. Owner will act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If the Leased Premises or apartment is damaged or destroyed by fire or casualty not caused by Resident, or Resident's guests, to an extent that the enjoyment of the Leased Premises or apartment is substantially impaired, Resident may exercise Resident's rights under Alabama law. Otherwise, if Owner believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Resident, Owner may terminate this Lease Contract within a reasonable time by giving Resident written notice. If the Lease Contract is so terminated, Owner refund prorated rent and all deposits, less lawful deductions.

**13.1. NOTICES AND REQUESTS.** Notices and requests from Resident or any co-resident of the apartment shall constitute notice from all co-residents. Resident's notice of lease termination or intent to move out must be signed by Resident. A notice from Owner to Resident to pay sums owed only by Resident, or regarding the sale of property that belongs only to Resident or that was in Resident's possession and care, will be addressed to Resident only. A notice from Owner that is intended only for Resident will be addressed only to Resident. A notice intended by Owner for all co-residents in the apartment may be addressed to "all residents" of the apartment.

**13.2. RESIDENT REIMBURSEMENT.** Resident must promptly reimburse Owner for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or Community Policies, improper use, or negligence by Resident, or Resident's guests. Unless the damage or wastewater stoppage is due to Owner's negligence, Owner will not be liable and Resident must pay for repairs, replacement costs, and damage to the following if occurring during the lease term or any renewal period: 1) damage to doors, windows, or screens; 2) damage from windows or doors left open; and 3) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Leased Premises or apartment. Owner may require payment at any time, including advance payment of repairs for which Resident will be liable. Delay in demanding sums owed by Resident shall not be deemed a waiver.

**14. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Resident abandons or surrenders the Leased Premises; 6) Pursuant to court order; 7) to perform an inspection of the Leased Premises under any circumstances permitted by state law; or 8) for any other lawful purpose.

Owner will give Resident at least **24** hours' notice of Owner's intent to enter unless a) an emergency exists, b) Resident has abandoned or surrendered the Leased Premises, or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless i) an emergency exists, ii) Resident has abandoned or surrendered the Leased Premises, or iii) Resident consents, at the time of an entry that is not during normal business hours, to the entry.

Resident agrees that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease Contract and shall entitle Owner to serve Resident with a notice terminating this Lease Contract.

**15. REPLACEMENTS AND SUBLETTING.** Resident acknowledges that replacing a resident, subletting, or assignment is not permitted without Owner's prior written consent.

**16. RELEASE OF RESIDENTS.** Unless Resident is entitled to terminate this Lease Contract by law or pursuant to its terms, Resident will not 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-residents, loss of employment, bad health, death, or property purchase.

**16.1. MILITARY PERSONNEL RELEASE.** Resident may terminate this Lease Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may also terminate this Lease Contract if: 1) Resident is a (i) member of the U.S. Armed Forces or reserve on active duty or (ii) member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and* 2) Resident (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After Resident delivers to Owner written termination notice, this Lease Contract will be terminated under this military clause 30 days after the date on which Resident's next rental payment is due. Resident must furnish Owner a copy of Resident's military orders, such as permanent change-of-station orders, callup orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After Resident moves out, Owner will return Resident's security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in 2(iii) above will only release residents who qualify under 2(i)

and 2(ii) above and receives the orders during the term of this Lease Contract and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not a spouse or dependent of Resident cannot terminate under this military clause. Unless Resident states otherwise in this Lease Contract, Resident represents when signing this Lease Contract that: i) Resident does not already have deployment or change-of-station orders; ii) Resident will not be retiring from the military during the lease term; and iii) the term of Resident's enlistment or obligation will not end before the term of this Lease Contract ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if Resident moves out (less mitigation). Resident must immediately notify Owner if Resident is called to active duty or receive deployment or permanent change-of-station orders.

**17. HOLD HARMLESS FOR GUESTS.** Resident agree to defend, protect, indemnify, and hold harmless Owner against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Resident, or Resident's guests. If any action or proceeding is brought against Owner by reason of any such claim, upon notice from Owner, Resident shall defend the same at Resident's expense by counsel reasonably satisfactory to Owner.

**18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence to: 1) keep common areas reasonably clean; 2) maintain fixtures, hot water, heating, and any A/C equipment; 3) comply with all applicable laws regarding safety, sanitation, and fair housing; and 4) make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable.

If the Leased Premises becomes "untenable", under the applicable provisions of California Civil Code, Resident may terminate this Lease Contract by following the appropriate statutory procedures and Resident may exercise any applicable statutory remedies including the right to repair and deduct the cost from rent afforded CAL. CIV. CODE § 1942.

**18.1. SECURITY.** Owner makes no representations or guarantees to Resident concerning the security of the Leased Premises or the Community. Owner is under no obligation to Resident to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident is responsible for planning and taking action with respect to the safety of Resident and his/her property as if such systems and deterrents did not exist. Resident agrees to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Resident shall not rely on the fact that Owner may have run a criminal background check on residents or any other applicant when deciding whether to enter into this Lease Contract. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

**19. REMEDIES IN THE EVENT OF DEFAULT.** Owner and Resident agree that every condition, covenant, and provision of this Lease Contract is material and reasonable. Any breach by Resident of a condition, covenant, or provision of this Lease Contract will constitute a material breach. For any material breach by Resident, Owner may provide Resident with a written notice that describes the breach and demands that Resident cure the default (if a cure is possible). If Resident does not cure the default within the greater of the time provided in the notice or the time period required by state statute, or if a cure is not possible, this Lease Contract will be terminated.

No action by Owner, except a written notice of termination given to Resident, shall be deemed a termination of this Lease Contract. Specifically, the following do not constitute a termination of Resident's right to possession: 1) Owner's acts of maintenance or preservation of the property; 2) Owner's efforts to relet the Leased Premises; 3) the appointment of a receiver on Owner's initiative to protect Owner's interest under this Lease Contract; 4) Owner's withholding of consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate Resident's rights to sublet or assign as specified in this Lease Contract.

**20. MOVE-OUT NOTICE PROCEDURES.** Before moving out, Resident must give Owner advance written move-out notice as provided in Section 3 (entitled "Term"). Resident's move-out notice will not release Resident from liability for the full term of this Lease Contract or the renewal term. Resident will still be liable for the entire lease term if Resident moves out early, except under the military exemption or by a written addendum or amendment signed by both parties. RESIDENT'S MOVE-OUT NOTICE MUST COMPLY WITH THE FOLLOWING: 1) Resident's move-out notice must be in writing; 2) Resident's move-out notice must not terminate this Lease Contract sooner than the end of the lease term or the renewal period; and 3) Owner must receive advance written notice of Resident's move-out date. The advance notice must be at least the number of days of notice required by this Lease Contract. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

RESIDENT'S NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use Owner's written move-out form. Resident must obtain from Owner a written acknowledgment that Owner received Resident's move-out notice. If Owner terminates this Lease Contract, Owner must give Resident the same advance notice -- unless Resident is in default.

The move-out date can't be changed unless both parties agree in writing. Resident won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under this Lease Contract and applicable law. Resident is prohibited from applying any security deposit to rent. Resident will not stay beyond the date that Resident is supposed to move out. Resident must give Owner and the U.S. Postal Service, in writing, Resident's forwarding address.

**20.1. CLEANING.** Resident must thoroughly clean the Leased Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Resident must follow move-out cleaning instructions if they have been provided. If Resident does not clean adequately, Resident will be liable for reasonable cleaning charges -- including charges for cleaning carpets, draperies, furniture, walls, etc. Owner may deduct the cost of carpet cleaning regardless of whether Resident cleans the carpet before delivery of possession.

**21. PERSONAL PROPERTY OF RESIDENT.** Upon vacating the Leased Premises, Resident shall remove all personal property from the Leased Premises. If any personal property is left in the Leased Premises, Owner will provide Resident, by first class mail, postage prepaid (to the subject premises unless another address has been provided by Resident the notice to reclaim abandoned property required by CAL. CIV. CODE § 1984. Owner shall store any such personal property for eighteen days. If within that time period, Resident does not claim said property and pay for the costs of storage, Owner may dispose of said items, deemed in Owner's good faith discretion to be worth less than \$700.00 in value, in any manner Owner chooses.

**22. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** Owner will mail Resident the security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than twenty-one (21) days after surrender or abandonment, unless statutes provide otherwise.

Resident has surrendered the Leased Premises when: 1) the move-out date has passed and no one is living in the Leased Premises in Owner's reasonable judgment; or 2) all keys and access devices to the Leased Premises have been turned in where rent is paid -- whichever date occurs first.

Resident has abandoned the Leased Premises when all of the following have occurred: a) Resident's rent has been due and unpaid for at least fourteen (14) days; b) Owner has given Resident written notice of such belief and Owner's intent to terminate this Lease Contract because of Resident's delinquency; c) Owner's notice of abandonment follows substantially the form in CAL. CIV. CODE § 1951.3(d); d) such notice is given by (i) personal delivery to Resident; or (ii) first class mail, postage prepaid to Resident's last known address; e) the lease termination date in that notice is at least fifteen (15) days after personal delivery or eighteen (18) days after mailing; and f) such 15 or 18 day notice period has expired without response from Resident as per CAL. CIV. CODE § 1951.3. If Owner has reason to believe Resident won't receive the notice at Resident's last known address, Owner will, at the same time Owner mails the above notice to Resident's last known address, mail a copy of any other addresses that are known to Owner where Resident could reasonably be expected to receive the notice.

Surrender, abandonment, or judicial eviction ends Resident's right of possession for all purposes and gives Owner the immediate right to: clean up, make repairs in, and relet the Leased Premises; determine any security deposit deductions; and remove property left in the Leased Premises. Surrender, abandonment, and judicial eviction affect Resident's rights to property left in the Leased Premises, but do not affect Owner's mitigation obligations.

**23. MISCELLANEOUS.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between Owner and Resident. All remedies are cumulative. This Lease Contract binds and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owner and Resident; provided, however, that nothing in this paragraph shall be construed as a consent by Owner to any assignment of this Lease Contract or any interest in it by Resident. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. This Lease Contract is subordinate to existing and future recorded mortgages, unless the Owner's lender chooses otherwise. All obligations in this Lease Contract must be performed in the county where the Leased Premises is located.

**23.1. DISCLOSURE RIGHTS.** If someone, who Owner reasonably believes is an authorized representative of any government or law enforcement agency or a business affiliate, requests information on Resident or Resident's rental history for law-enforcement, governmental, or business purposes, Owner may provide it.

**23.2. ATTORNEY'S FEES.** In the event of any litigation relating to this Lease Contract or the rights or liabilities of either party arising under this Lease Contract or applicable law, the prevailing party may recover from the non-prevailing party the costs of such litigation including reasonable attorney's fees and all other litigation costs, in an amount of no more than \$1,200.00. An eviction or unlawful detainer action will be considered an action relating to this Lease Contract and thus subject to this section. In the event of any litigation being dismissed prior to trial, both parties agree that neither party will be considered the prevailing party for purposes of awarding attorney's fees and/or all other litigation costs.

**23.3. NOTICES.** Any notice that Owner gives to Resident shall be deemed properly served (whether or not actually received by Resident if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Owner fails to serve the notice in accordance with the provisions of Code of Civil Procedure section 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally



served. Service upon any of Residents of the Leased Premises shall be deemed valid service upon all Residents - it is not necessary individually to serve each Resident unless otherwise required by law.

**23.4. REGISTERED SEX OFFENDER NOTICE.** Pursuant to CAL. PENAL CODE § 290.46, 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. Since the information is equally available to Resident and Owner, and Owner cannot discriminate against Registrant pursuant to CAL. PENAL CODE § 290.46 et seq., Owner has not made any inquiry of any applicant or tenant as to whether he or she is a Registrant. Resident is advised to take whatever reasonable and lawful actions Residents believe necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident is advised that Owner may not notify Resident if Owner learns or is advised that a Registrant is living in the Community. The existence of registered offenders in the Community is not grounds for breaking this Lease Contract.

**23.5. PROPOSITION 65.** The state of California requires Owner to warn Resident if the Leased Premises as well as the common areas in and around the Community contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity, and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information on specified exposures is available at [www.prop65apt.org](http://www.prop65apt.org) and CAL. HEALTH & SAFETY CODE § 25249.

**23.6. ESTOPPEL CERTIFICATE.** Resident agrees to sign and deliver to Owner an estoppel certificate, in a form provided by Owner, within **30** days of receipt. The estoppel certificate acknowledges that: 1) this Lease Contract is in full force and effect and is unmodified (except as specifically set forth); and 2) Resident has no claims against Owner (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Resident that the facts set forth in the estoppel certificate are true, and may be relied on by a purchaser or lender.

**23.7. PHOTOGRAPH RELEASE.** Resident gives permission to Owner to use any photograph or photographic image including video or video stills taken of Resident while in the common areas of the Community or at any events sponsored by the Community. Resident hereby grants Owner, and any of Owner's affiliates, successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Resident's image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith. Resident hereby waives any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agrees to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Resident, including without limitation any and all claims for libel, false light or invasion of privacy.

Initial: \_\_\_\_\_

**24. WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Lease Contract or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Lease Contract shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Lease Contract.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Resident waives any notice and demand for performance from Owner if Resident defaults. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

**25. SEVERABILITY.** If a provision or paragraph of this Lease Contract is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease Contract remains in effect. To the extent that any provision of this Lease Contract is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease Contract is hereby inserted as an additional provision of this Lease Contract, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

**26. ATTACHMENTS TO THE LEASE CONTRACT.** Resident certifies that he/she has received a copy of the below listed attachments to this Lease Contract, and understands that these attachments are part of this Lease Contract.

Asbestos Addendum  
 Bedbug Addendum - SH  
 Community Policies Addendum  
 Crime/Drug Free Housing Addendum  
 Exercise Room Rules and Release  
 Key Permission Addendum  
 Lead-Based Paint Disclosure Addendum  
 Lease Revision Addendum

Liability Insurance Addendum  
 Mold Addendum  
 No-Smoking Addendum  
 Parking Storage Garage Addendum  
 Security Guidelines Addendum  
 Student Move Out Cost Schedule  
 Termination Addendum  
 Utility Addendum

**27. SIGNATORIES.** This Lease Contract expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Resident, whether or not in actual possession of the Leased Premises, is responsible for all obligations arising hereunder. This Lease Contract shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Lease Contract and may refuse to allow Resident to occupy the Leased Premises at any time prior to signing this Lease Contract. Anything to the contrary in this provision notwithstanding, Resident shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Lease Contract against Resident if, for any reason or by any means, Resident obtains possession of the Leased Premises before such time as this Lease Contract has been signed by Owner.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Lease Contract as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
 Fred Flinstone (Resident)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
 Date

## ASBESTOS ADDENDUM

This Asbestos Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

1. **ASBESTOS.** In most buildings built prior to 1981 (and in some built after that), asbestos was commonly used as a construction material because of its excellent fire retardant and acoustical insulation qualities. In various parts of the Residential Community, asbestos-containing materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials. These materials may be located in, but not limited to, the following areas: a) acoustic ceilings; b) drywall taping mud; c) vinyl flooring; d) ceramic tile mastic; e) roof mastic; and f) stucco.
2. **RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos-containing materials does not necessarily present a health risk. However, health hazards may exist if these materials are dislodged or disturbed in a manner that causes the asbestos fibers to be released into the air. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that Owner take reasonable precautions to minimize the chance of damage or disturbance of those materials.
3. **PRECAUTIONS.** Resident, and Resident's guests, must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in the Leased Premises without Owner's prior written consent. Exposure to airborne asbestos fibers may cause lung disease, cancer and other serious illnesses. To prevent damage to asbestos-containing materials and minimize disturbance, release, and exposure to asbestos, the following precautions must be taken by Resident:
  1. Do not cut, drill holes or make any penetrations into linoleum, floor tiles, drywall walls and ceilings, shower enclosures.
  2. Do not vacuum or remove asbestos-containing materials, should any become disturbed, without first notifying Owner.
  3. Notify Owner before removing linoleum floor tiles, or making repairs to drywall and shower enclosures.
  4. Immediately report any ceiling leaks to Owner promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed.
4. **ASBESTOS DISCLOSURE.** Owner certifies that:
  1. Owner has investigated and there is no asbestos-containing materials in or about the Residential Community.
  2. Owner has no records or reports with respect to asbestos-containing materials in or about the Residential Community.

By initialing below, Resident acknowledges receipt of Owner's Asbestos Disclosure including any reports and records.

Initial: \_\_\_\_\_

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## BEDBUG ADDENDUM

This is an addendum to the Residential Lease Contract dated **December 13, 2017** between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Residents") for the residence located at **725 Nord Avenue #101, Chico, CA 95926** (the "Leased Premises").

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

**Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.**

\_\_\_\_\_ (Residents Initials)

Residents agree to maintain the premises in a manner that prevents the occurrence of a bed bug infestation in the premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
  - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
  - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
  - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
  - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
  - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
  - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
  - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
  - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
  - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
  - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
  - Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
  - Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
  - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
  - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
  - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.

**Village at the Timbers**

- Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the premises.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

\_\_\_\_\_  
Fred Flinstone (*Resident*)

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Kirstin Rosales (*Owner/Agent*)

\_\_\_\_\_  
*Date*

## COMMUNITY POLICIES ADDENDUM

This Community Policies Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

COMMUNITY AND LEASED PREMISES				
<b>Owner</b> Village at the Timbers	<b>Address</b> 725 Nord Ave, Chico, CA 95926		<b>Phone</b> (530) 343-9131	
<b>Community</b> Village at the Timbers				
<b>Street Address</b> 725 Nord Ave	<b>City</b> Chico	<b>State</b> CA	<b>ZIP</b> 95926	<b>County</b> Butte
RENT				
<b>Payable To</b> Village at the Timbers	<b>Address</b> 725 Nord Ave, Chico, CA 95926		<b>Phone</b> (530) 343-9131	
<b>Office Hours</b>	<b>Due On</b> 1st	<b>Late On</b> 6th	<b>Fax</b> ( ) -	

**1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease Contract. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Lease Contract and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease Contract or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

**1.1. BARBECUES.** Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

**1.2. BUSINESSES.** Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

**1.3. MAIL.** Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

**1.4. PACKAGES.** Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Lease Contract will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

**1.5. PUBLIC INTOXICATION.** Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Community, or in vehicles parked or moving on the Community.

**1.6. SERVICE REQUESTS.** Resident is responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises in the presence of an unattended animals. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

**1.7. TRASH.** Resident must deliver and place all garbage and trash in proper bins at designated locations in the Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins

and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

**2. EMERGENCIES.** Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should not report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from pool/spa areas, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

**3. HEALTH & SAFETY STANDARDS.** Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. This includes maintaining all utility services. Resident will assume full responsibility for keeping the entry doors, entrance walkways, porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

**4. PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Lease Contract, Owner may conduct extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.


**5. QUIET HOURS.** Quiet hours are established to be respectful of all residents of the Community. The quiet hours of the Community are **between the hours of 10 pm and 8 am**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

**6. FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to **30 (thirty)** minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are \_\_\_\_\_. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:

- The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
- Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
- Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
- Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Owner's policies.

**7. WAIVER/SEVERABILITY.** No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

**THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE CONTRACT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.**

 Initial: \_\_\_\_\_

**OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (*Resident*) *Date*

\_\_\_\_\_  
Kirstin Rosales (*Owner/Agent*) *Date*



## CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

**1. CRIME/DRUG FREE HOUSING POLICY.** In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- B.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of **California** and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

**2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**3. ADDENDUM PERTINENCY.** In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident) Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent) Date

## EXERCISE ROOM ADDENDUM AND RELEASE FORM

The exercise room at **Village at the Timbers** has been established for the benefit of the residents living at **Village at the Timbers**. Any misuse of the facilities will automatically forfeit the Resident's privilege to use the exercise room.

Before affixing signature to this form, Resident must read all the rules for the exercise room.

1. The use of the exercise room is limited to residents and occupants only. NO GUESTS ARE AUTHORIZED.
2. Persons under the age of 14 are not permitted in exercise room without an adult in attendance.
3. Proper attire, including shoes, must be worn.
4. No eating, smoking, glass containers, or consumption of alcoholic beverages is allowed.
5. **CONSULT YOUR PHYSICIAN**. For your own safety, do not begin any exercise on the weight equipment without proper instruction. Consult your physician before starting your exercise program.
6. **TRAIN WITH A PARTNER**. It is recommended that an individual should not use exercise equipment without a trained partner in attendance. Set up your program to accommodate two people and you will be highly motivated.
7. **PROPER USE OF EQUIPMENT**. All equipment and machines shall only be used for its intended use and purpose. If you do not know how to use a particular piece of equipment or machine, do not use it.

-----

In consideration of being permitted to participate in the use of the exercise equipment at **Village at the Timbers** for recreational benefits to myself, I hereby, for myself, household members, heirs, executors, and administrators, waive and release any and all claims for damages against **Village at the Timbers** or **Realty Center Management, Inc**, for any and all injuries suffered by me while using **Village at the Timbers** exercise room.

Apartment Number: **101**

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## KEY PERMISSION ADDENDUM

I/We **Fred Flinstone** give permission to

---



---



---



---



---

to pick up my keys from the **Village at the Timbers** office, on my behalf, in order to access my apartment, unit #101. I will be responsible for the return of the key(s) or be charged accordingly if not returned.

I will hold harmless **Village at the Timbers** and employees for any damages or loss connected with the release of my apartment keys to the above named person(s).

This authorization will remain in effect until I/we notify **Village at the Timbers** in writing that it has been revoked.

Note: Please list the full name of all people who may need access in an emergency; ID's will be checked. Also list all occupants who are under the age of 18 with birthdates, who have permission to receive keys.

We don't require ID from occupants under the age of 18.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

# LEAD-BASED PAINT DISCLOSURE ADDENDUM

This Lead-Based Paint Disclosure Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

**1. LEAD WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing built prior to 1978, Owner must disclose the presence of known lead-based paint and/or lead-based paint hazards in the Leased Premises. Owner must also provide a copy of a federally approved pamphlet on lead poisoning prevention.

**2. OWNER'S DISCLOSURE.**

1. Presence of lead-based paint and/or lead-based paint hazards:

- Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards that are present in the housing: \_\_\_\_\_ .

2. Records and reports of lead-based paint and/or lead-based paint hazards:

- Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Owner has provided Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. The following documents have been provided: \_\_\_\_\_ .

**3. RESIDENT'S ACKNOWLEDGEMENT.** Resident has received copies of all information/documents listed above, if any, and Resident has received a copy of the pamphlet **Protect Your Family from Lead in Your Home**.

Initial: \_\_\_\_\_

**4. OWNER'S ACKNOWLEDGEMENT.** Owner acknowledges the obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Initial: \_\_\_\_\_

**5. CERTIFICATION OF ACCURACY.** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Initial: \_\_\_\_\_

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## LEASE REVISION ADDENDUM

Adding a new resident to the Apartment Rental Agreement, replacing an existing resident with a new resident or adding a pet during a lease shall be considered a "Lease Revision" to the existing Apartment Rental Agreement. For each Lease Revision, the sum of **\$100.00** shall be paid to defray the Owner's administrative expense attendant to the processing of such Lease Revision. The **\$100.00** administrative expense must be paid and all necessary documents to implement the Lease Revision must be completed and approved by Owner before the Lease Revision will take effect.

---

Fred Flinstone (*Resident*)

*Date*

---

Kirstin Rosales (*Owner/Agent*)

*Date*

SAMPLE

# LIABILITY INSURANCE ADDENDUM

This Liability Insurance Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

THE UNDERSIGNED HEREBY AGREE, except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract will remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum will control.

**1. ACKNOWLEDGEMENT.** Resident acknowledges that Owner's insurance does not cover damage or loss of personal property or personal injury, or to cover Residents own liability for loss, damage or injury that Resident, of Resident's guests, may cause others. Resident further acknowledges that, by not maintaining personal liability insurance, Resident may be responsible to others, including owner, for the full cost of any loss, damage or injury caused by Resident's actions or the actions of Resident's guests.

Resident understands that Owner requires Resident to purchase and maintain personal liability insurance, as provided in Section 7 of the Lease Contract (entitled "Liability Insurance"). Resident agrees to maintain personal liability insurance satisfying the requirements of this Addendum, at Resident's sole expense, at all times during the lease term and any renewal periods.

**2. INSURANCE REQUIREMENT.** Resident is required to purchase and maintain personal liability insurance covering Resident, and Resident's guests, for personal injury and property damage any of Resident cause to third parties, including damage to Owner's property, from a carrier with an AM Best rating of A-VII or better, licensed to do business in **California**. The carrier is required to provide notice to Owner within 30 days of any cancellation, non-renewal, or material change in Resident's coverage. Owner reserves the right to hold Resident responsible for any loss in excess of Resident's insurance coverage.

**3. COVERAGE CONFIRMATION.** By initialing below, Resident certifies that Resident has purchased the required personal liability insurance from the insurance company that is licensed to do business in this state, and has provided Owner with written proof of this insurance prior to the execution and commencement of the Lease Contract. Resident agrees to provide additional proof of insurance in the future at Owner's request.

Initial: \_\_\_\_\_

**4. SUBROGATION.** Resident and Owner hereby agree that subrogation is allowed by all parties and that this Addendum supersedes any language to the contrary in the Lease Contract.

**5. VIOLATIONS.** Resident acknowledges and agrees that any violation of this Addendum will be deemed a violation of the Lease Contract, and Owner will be entitled to exercise all rights and remedies under applicable law.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## MOLD ADDENDUM

This Mold Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

THE UNDERSIGNED HEREBY AGREE, Owner wishes to maintain a high-quality living environment for all residents. This addendum contains important information, and complying with this Addendum will help prevent mold growth in the Leased Premises. If Resident fails to comply with this Addendum, Resident can be held responsible for property damage to the Leased Premises and any health problems that may result. Owner cannot fix problems in the Leased Premises unless Owner is aware of them.

1. **MOLD.** Mold is found virtually everywhere in our environment, both indoors and outdoors and in both new and old buildings. Molds are naturally occurring microscopic organisms which reproduce by spores. Mold breaks down organic matter in the environment and uses the end product for its food. Without molds we would all be struggling with large amounts of dead organic matter. Mold can grow when excess moisture is present. Indoors, mold accumulation can come from flooding, backed-up sewers, leaky buildings, humidifiers, plumbing leaks, steam, poor housekeeping, wet clothes, appliances not properly vented, inadequate air circulation, etc.
2. **PREVENTING MOLD GROWTH.** A number of factors that influence the growth of mold including environmental humidity and moisture content of materials, temperature, air circulation, light, and the chemical composition of potential substances. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Nonetheless, appropriate precautions need to be taken to prevent its buildup. In order to minimize the potential for mold growth in the Leased Premises, Resident agrees to do the following:
  - A. Keep the Leased Premises clean. Regular vacuuming and mopping floors, plus using a household cleaner to clean hard surfaces are all important to remove the household dirt and debris that harbor mold or food for mold.
  - B. Remove visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Also, inspect the Leased Premises regularly for the indications and sources of indoor moisture.
  - C. Turn on stove hood exhaust fans in the kitchen before cooking with open pots. Resident must promptly notify Owner, in writing, of any non-working fans. If the Leased Premises is equipped with an automatic ventilation fan, Resident agrees to not disable or otherwise adjust the fan settings.
  - D. Turn on exhaust fans in the bathroom before showering. Also, after taking a shower or bath, Resident should wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor, leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and hang up all towels and bath mats so they will completely dry out.
  - E. Promptly notify Owner, in writing, about any air conditioning or heating, or other ventilation system problems. Also, Resident should periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50%) to help humid areas of the Leased Premises dry out.
  - F. Promptly notify Owner, in writing, about any signs of mold, water leaks, and water infiltration such as roof leaks, window leaks, plumbing leaks, drips, or "sweating" pipes. Owner will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
3. **AVOIDING MOISTURE BUILDUP.** In order to avoid mold growth, it is important to prevent excessive moisture buildup in the Leased Premises. Failure to promptly attend to or notify Owner of leaks and moisture accumulations on surfaces can encourage mold growth. Resident should use reasonable care during periods of rain, fog or other outside moisture presence to help prevent outdoor water from penetrating into the Leased Premises. Prolonged moisture can come from a wide variety of sources, such as:
  - A. rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
  - B. overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or air conditioner drip pans, or clogged up air conditioner condensation lines;
  - C. leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, bathtubs or sinks;
  - D. washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
  - E. leaks from clothes dryer discharge vents, which can release lots of moisture into the air; and
  - F. insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.
4. **IDENTIFYING AND CLEANING MOLD.** Mold can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray brown, orange, yellow and other colors. Mold should be cleaned as soon as it appears. If small areas of mold have already accumulated on nonporous surfaces, the Environmental Protection Agency (EPA) recommends that Resident do the following: a) first, clean the areas with soap or detergent and water; b) let the surface dry thoroughly; c) then, within 24 hours, apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex

Mildew Remover® or Clorox Cleanup®. **Note: Tilex® and Clorox® contain bleach which can discolor or stain, be sure to follow the instructions on the container.**

Resident should always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets, provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

Do not clean or apply biocides to visible mold on such as sheetrock walls or ceilings, or large areas of visible mold on non-porous surfaces. Instead, notify Owner in writing, and Owner will take appropriate action.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

Date



## NO-SMOKING ADDENDUM

This No-Smoking Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

**1. NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Lease Contract. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Lease Contract inside any apartment or building.)

**2. DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

**3. PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.

**4. LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.

Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

**5. NO GUARANTEE OF SMOKE-FREE ENVIROMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Community smoke-free is dependent on voluntary compliance by Resident and others.

**6. VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Lease Contract or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Lease Contract.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## PARKING/STORAGE/GARAGE ADDENDUM

This Addendum to the Residential Lease Contract (this "Addendum") dated the **13th** day of **December, 2017** between Owner of **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Residents") for the premises located at **725 Nord Avenue, No. 101** in **Chico, CA 95926** (the "Leased Premises").

Vehicles Information					
Year:	Make:	Model:	Color:	Plate #:	State:
Parking/Storage Information					
Parking Space #(s): N/A	Garage #(s): N/A	Carport #(s): N/A	Parking Permit #(s): TBD	Storage #(s): N/A	
Parking Rent: \$0.00	Garage Rent: \$0.00	Carport Rent: \$0.00	Storage Rent: \$0.00		

1. Residents agree to rent the herein described premises at the rate of **\$0.00** per month. Failure to pay in full will be considered partial payment of the total rent due. Rent is due and payable on or before the **1st** of the month, with payment of rent for the Leased Premises.
2. Residents agree to pay an additional Security Deposit in the amount of **\$0.00**, prior to taking occupancy of the above-listed item. This additional deposit effectively increases an existing or pre-existing Security Deposit, and, at Owner's sole option, may be retained by Owner to offset any Residents' default in and/or non-compliance with the Residential Lease Contract, the Parking/Storage/Garage Addendum or any applicable law termination.
3. Failure to pay rent before the **6th** of the month will result in a 30-Day Notice to terminate this agreement.
4. Any items shall be deemed abandoned if not removed within eighteen (18) days after proper notification. Upon such abandonment, Owner may remove all personal property therein and sell it at public sale and the proceeds from the sale thereof may be applied to the expenses for removal, advertisement of sale, and for lost rental revenues.
5. This addendum will be concurrent with the term of the Residential Lease Contract and terminates upon the termination of occupancy of the Leased Premises.
6. To the extent allowed by applicable law, Owner shall not be liable for any damage or loss to personal property, motor vehicles of, or the contents of motor vehicles of, Residents, any member of Residents' household, occupants, guests, invitees, or other persons. Failure of Residents, any member of Residents' household, occupants, guests, invitees, or other persons to follow Community Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner. The location and number of any parking space(s) assigned to Residents may be changed at any time at the sole discretion of Owner.

### Standard Storage Policies

1. Residents agree to use the storage space for the storage of personal belongings. The storage space may not be used for occupancy, entertainment, conducting business, or storage of a motor or recreational vehicle. Loitering is prohibited in the storage space.
2. Residents agree to keep the door to the storage space closed and secure when not present.
3. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the storage space. Prohibited items include fuel (other than a properly capped fuel tank of a vehicle), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Owner may remove from such areas, without prior notice, items that Owner believes might constitute a fire or environmental hazard.
4. Storage of food or other recyclable goods which could attract vermin is prohibited.
5. Residents agree not to store or cage animals in the premises.
6. Owner assumes no responsibility for damage caused by insects or weather conditions to items stored in the premises.
7. Residents acknowledge that Owner does not provide insurance to cover Residents' belongings. Owner has no liability whatsoever for loss or damage to Residents' property whether by fire, theft, vandalism or while items are within the premises.
8. Residents agree to obtain renters insurance for all items stored in the premises.
9. No improvements or alterations shall be made without written consent of Owner. To protect the walls of the premises, use of screws, nails or hooks upon the floors, doors, cabinets or walls are prohibited without Owner's prior written permission.
10. Residents acknowledge that the storage space does not include a smoke/carbon monoxide detector unless required by law.
11. Owner reserves the right to inspect the storage space at any time for emergency or for the purpose of compliance with the terms and conditions of this addendum.

### Standard Parking Policies

1. Residents agree vehicle(s) must be registered and insured as required by state and local law. Inoperable and/or illegally parked vehicles will be towed at vehicle owner's expense.
2. Vehicles must be operating on a **weekly basis**. Inoperable vehicles are considered but not limited to those vehicles not driven regularly, those with flat tires, not mechanically fit or properly registered.
3. Auto repairs are not permitted on the premises.
4. Music and noise from vehicles must be kept at a minimum to avoid disturbing other residents.

**Village at the Timbers**

- 5. Residents are responsible for maintaining the parking stalls free of oil spills or other fluid leaks.
- 6. Parking spaces may not be used for storage of any kind.
- 7. Guest parking is limited to: **Open uncovered spaces, Street Parking, Off Premises, Designated Guest Parking, Parking Garage, and By Permit.**
- 8. Vehicles stopped, parked or double parked in handicap spaces (without displaying appropriate permits), fire hydrant restricted areas, non-designated parking areas, red zones, other residents' assigned spaces or rental office parking may be subject to citations and/or towing at the vehicle owner's expense, as allowed by applicable law.
- 9. Assigned spaces can be changed at any time at the discretion of the Owner.
- 10. Speed limits are **5 miles per hour** miles per hour throughout the community.
- 11. Parking Permits will be displayed at all times when parked on the premises.
- 12. Residents acknowledge that Owner does not provide insurance to cover vehicles or their contents.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

### SECURITY GUIDELINES ADDENDUM

This Security Guidelines Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

THE UNDERSIGNED HEREBY AGREE, Owner disclaims any express or implied warranties of security. No security system is failsafe. Even the best system can't prevent crime. Resident should always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones Resident performs as a matter of common sense and habit. Owner recommends following the guidelines listed below and use common sense in practicing safe conduct.

1. Dial 911 for emergencies. If the 911 number does not operate in the area, keep phone numbers handy for the police, fire, and emergency medical services. Always report emergencies to authorities first, and then contact Owner.
2. Report any suspicious activity to the police first, and then follow up with a notice, in writing, to Owner. Get to know the roommates. Watching out for each other is one of the best defenses against crime.
3. Tell roommates when leaving and the expected return time. Avoid walking alone at night. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
4. Keep keys handy at all times, whether it is daylight or dark, when walking to an entry door or a car. People are more vulnerable when looking for keys at the door or car.
5. Check door locks, window latches, and other devices regularly to be sure they are working properly at all times. If doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with family/friends or other residents until the problem is fixed.
6. Lock doors and windows, even while inside. When answering the door, see who is there by looking through the door viewer or a window. Don't open the door if the person is unfamiliar, or there are any doubts.
7. Don't list names or addresses on key rings, or hide extra keys in obvious places, like under under the doormat or a flower pot. If keys are lost or there are concerns about key safety, Owner may, in its sole discretion, rekey the locks as long as the rekeying is paid for by Resident.
8. Regularly check security devices, smoke and carbon monoxide detectors, and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
9. Immediately report to Owner, in writing (dated and signed), any needed repairs of security devices, doors, windows, smoke and carbon monoxide detectors, and any other alarm systems or detection devices, as well as any other malfunctioning safety devices in the Leased Premises, such as broken access gates, burned-out exterior lights, etc.
10. Lock doors while gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar in the Leased Premises. Don't give entry keys, codes or electronic gate cards to anyone. Close curtains, blinds, and window shades at night. Let roommates know if leaving for an extended period time.

**RESIDENT IS SOLELY RESPONSIBLE FOR PERSONAL SAFETY AND THE SAFETY OF PERSONAL PROPERTY AT ALL TIMES WHILE INSIDE THE LEASED PREMISES AND THE RESIDENTIAL COMMUNITY. OWNER IS NOT PROVIDING ANY SECURITY FOR RESIDENT OR RESIDENT'S GUESTS PERSONALLY, AND DO NOT PROVIDE SECURITY FOR PERSONAL PROPERTY. ANY SECURITY SEEN AT THE RESIDENTIAL COMMUNITY, INCLUDING CAMERAS OR GATES, ARE FOR THE SOLE BENEFIT OF OWNER'S PROPERTY.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident) Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent) Date



## VILLAGE AT THE TIMBERS MOVE OUT COST SCHEDULE

**RESIDENT NAME(S):** Fred Flinstone

**APT #:** 101

Per your lease;

California law specifically allows the landlord to use a tenant's security deposit for four purposes:

- Unpaid rent
- Cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in
- Repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guest
- Cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

Below is a list of charges for items that may be deducted from your security deposit if reasonably necessary for the purposes of repairing or replacing these items. Please note that this is not an all-inclusive list. All charges listed are estimated and are subject to change.

### **APARTMENT & FLOOR CLEANING/REPLACE:**

*\*additional charges may apply for heavy clean/stains*

*\*Carpet charges are based on condition and age of carpet. No carpet charge after 5 years, unless damaged.*

*\*Additional charges may apply for flooring damages/repairs.*

### **PAINTING**

1 bedroom -: \$200.00

2 bedroom -: \$250.00

3 bedroom -: \$300.00

*\*Painting charges are based on condition and length of residency per the California Department of Consumer Affairs.*

*\*Additional charges may apply for repairs to Drywall, Texture, unreported water damage, Stain, Color change*

Charges will incur for removal and or damages caused by any devices added to existing plumbing

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## EARLY TERMINATION ADDENDUM

This Early Termination Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

THE UNDERSIGNED HEREBY AGREE, the purpose of this Addendum is to give Resident an opportunity to terminate the Lease Contract prior to the end of the lease term. Owner understands that unforeseen circumstances may create a need for Resident to terminate the Lease Contract early. In order to be granted an early termination and remain in good standing with Owner, Resident must comply with all provisions of this Addendum.

- 1. EARLY TERMINATION PROCEDURES.** Resident will be permitted to terminate the Lease Contract early and avoid any potential liability for the payment of rent through the remainder of the lease term, if all of the following occur:
  1. Resident gives Owner notice of early termination, in writing, at least **thirty (30)** days days prior to the early termination date (i.e. the new move-out date), which **must be the last day of the month**;
  2. Resident specifies the early termination date (i.e. the new move-out date) in the written notice;
  3. Resident is not in violation of the Lease Contract (for example, owing rent or other sums due to Owner) on the date Resident gives Owner the notice of early termination;
  4. Resident is not in violation of the Lease Contract on the early termination date;
  5. Resident moves out on or before the early termination date and does not hold over;
  6. Resident pays to Owner, as the early termination fee, the sum of **\$0.00**; and
  7. Resident repays Owner the amounts of all concessions that Resident received while residing at the Leased Premises.

The early termination fee is due and payable no later than **ten (10)** days after Resident gives Owner the written notice of early termination. The repayment of concessions Resident received while residing at the Leased Premises will due and payable to Owner on the same day as the early termination fee. Resident will continue to be liable for all sums and any damages accruing and unpaid prior to the early termination date.

- 2. RELETTING EFFORTS.** Once Resident gives Owner the written notice of early termination, the Lease Contract gives Owner the right to begin showing the Leased Premises to prospective residents. It is understood that Owner will tell prospective residents that the Leased Premises will be available immediately after the early termination date.

Resident must notify Owner if moving out by the early termination date becomes a problem. If the Leased Premises has not been re-rented, Owner, in its sole discretion, may extend the early termination date to a later date. Since Owner and any successor residents will be relying on Resident moving out on or before the early termination date, Resident must not hold over beyond the date stated in the written notice of early termination without Owner's prior written consent.

- 3. COMPLIANCE AND OBLIGATIONS.** If Owner deposits the sums due under this Addendum, it constitutes Owner's approval of the new move-out date stated in the written notice of early termination. If, after Owner deposits the sums due, Resident fails to comply with any of the terms or conditions in this Addendum, this Addendum and Resident's right to early termination will be voided automatically. Furthermore, any sums paid by Resident under this Addendum will become part of the security deposit, and the Lease Contract will continue for the original lease term (as if no early termination was granted). Then, if Resident proceeds to move out early, Resident will be subject to all available remedies under the Lease Contract, including liability for the payment of rent through the remainder of the lease term.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date

## UTILITY ADDENDUM

This Utility Addendum (this "Addendum") dated the **13th** day of **December, 2017**, is part of the Residential Lease Contract (the "Lease Contract") between **Village at the Timbers** ("Owner") and **Fred Flinstone** ("Resident") for a bedroom or bed space located at **725 Nord Ave, Chico, CA 95926** (the "Leased Premises"), which is located within **Village at the Timbers** (the "Community").

- UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

- ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

- UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within **thirty (30)** days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
- UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
- FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
- SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.
- UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
- ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
- SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be

used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

**10. OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

**UTILITY CHARGES**

**To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **13th** day of **December, 2017**.

\_\_\_\_\_  
Fred Flinstone (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kirstin Rosales (Owner/Agent)

\_\_\_\_\_  
Date