

Address: _____

RESIDENTIAL LEASE AGREEMENT

DATE _____ . THIS RENTAL AGREEMENT is entered into between _____ (“Owner(s)”), and, _____ (“Tenant(s)”). Good Steward Property Management (“Management”) is the authorized agent and Manager of Owner. The terms and conditions of this rental agreement (“Agreement”) are as follows:

1. PROPERTY

Premises hereunder are described as follows: _____ . The Premises are for the sole use as a personal residence by the following named person(s) only: _____

2. TERM

The term begins on (date) _____ (“Commencement Date”). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of the Owner, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant’s last known address; or (iii) by email, if provided in Tenant’s application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid. **(Check A or B):**

A. **Month-to-Month:** This agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice as least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Owner may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

B. **Lease:** This agreement shall terminate on (date) _____ at 11:59 AM PM. Tenant shall vacate the premises upon termination of the Agreement, unless: (i) Owner and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Owner accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Owner and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT

- A. Tenant agrees to pay _____ per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st day of each calendar month and is delinquent on the next day.
- C. **PAYMENT:** Rent shall be paid by personal check money order cashier’s check wire transfer or EFT Online Tenant Portal made payable to Good Steward Property Management. If any payment is returned for non-sufficient (“NSF”) or because tenant stops payment, then, after that (i) Owner will require Tenant to pay Rent by money order or cashier’s check.
- D. Rent payments received by Owner shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT

- A. Tenant agrees to pay _____ as a security deposit. Security deposit will be held in Owner’s Manager’s trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant’s default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Owner shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code §1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premise and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Manager responsible for its return. If the security deposit is held in Owner’s Manager’s trust account, and Manager’s authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Manager shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Manager responsible for the security deposit.
- F. It is Owner’s Manager’s company policy to collect two month’s rent for the security deposit if the premises are unfurnished. Owner’s Manager may offer a “Preferred Tenant Security Deposit Program” with Owner approval to assist tenants with this

Tenant’s Initials _____

Owner’s Initials _____

Address: _____
 deposit. There is a monthly fee for this program that varies depending on the credit of the Tenant and 25% of this fee will be refunded to Tenant at move-out if the Premises are left in proper condition.

5. OWNER & TENANT PROGRAMS

Owner’s Manager offers optional programs to better protect Owner’s Premises and improve the Tenant’s rental experience. Some programs may be required by Owner and others may be requested by Tenant. For any program Tenant participates in, Tenant will be provided a disclosure of the program coverage and limitations. Here is a list of our current programs and the monthly costs:

PROGRAM	COVERAGE	MONTHLY COST
Pet Fee		\$40 per Pet
Owner Protection	\$1,500 of Eviction Coverage	\$15
Resident Benefits Package	Services to Tenant	\$25

6. MOVE-IN COSTS RECEIVED/DUE

Move-in funds shall be paid by cashier’s check.

CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DATE DUE	PAYABLE TO
NON-PRORATED					
(1) Security Deposit					
(2) Lease Prep Fee	\$100.00				
(3) Subtotal (1+2)					
PRORATED					
(4) Rent					
PROGRAMS					
Owner Protection					
Pet Fee					
Resident Benefit Package					
Other:					
Subtotal Programs:					
(5) Prorated Programs:					
TOTAL FUNDS REQUIRED (3+4+5)					Good Steward Property Mgmt.

7. LATE CHARGE; RETURNED CHECKS

- A. If any installment of Rent due from Tenant is not received by Owner or Owner’s Manager within **3 calendar days** after the date due, or if a check is returned, Tenant shall pay to Owner, respectively an additional sum of **6%** of the Rent due as a Late Charge and **\$45.00** as a NSF fee for each returned check, either or both of which shall be deemed additional rent.
- B. Owner and Tenant agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Tenant’s late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Owner’s acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Owner’s right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due nor prevent Owner from exercising any other rights and remedies under this Agreement and as provided by law.

8. LEASE PREP FEE

- A. **INITIAL LEASE PREP FEE:** Good Steward Property Management, Manager for Owner, will process the Tenant application and execute the Lease Agreement on behalf of the Owner. Tenant shall pay Manager **\$100.00** as an Initial Lease Prep Fee to collect all paperwork, draft the lease, execute all documentation and conduct the initial move-in. This fee will be added to the move-in funds.

Address: _____

- B. LEASE RENEWAL LEASE PREP FEE:** If Tenant and Owner/Manager agree to renew this lease for a period of six (6) months or more, Tenant shall pay a Lease Renewal Lease Prep Fee to Good Steward Property Management. Lease renewal fee shall increase as the lease expiration approaches:
- a. \$75 if more than 60 days prior to expiration
 - b. \$100 between 59 and 30 days prior to expiration
 - c. \$125 between 29 and the actual date of expiration
 - d. If Tenant does not sign a lease renewal by the expiration date, the lease shall become month-to-month and Tenant shall pay a monthly lease administration fee of \$25

9. PARKING & STORAGE

- A.** Parking is permitted in garage, driveway in public streets as permitted by the city. The right to parking is included in Rent. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises. Parking space is _____.
- B.** Storage is permitted where allowed. Tenant shall store only personal property Tenant owns and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

10. UTILITIES & SERVICES

- A.** Tenant agrees to pay for all utilities and services, and the following charges: _____. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Owner. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Owner is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay for any cost for conversion from existing utilities service provider.
- B.** Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be billed for water usage based on this submeter.
- Gas Meter: The Premises does not have a separate gas meter.
- Electric Meter: The Premises does not have a separate electric meter.

11. CONDITION OF PREMISES: Tenant has examined Premises and, if any, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A.** Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B.** Tenant's acknowledgement of the condition of these items is contained in an attached statement of condition Move-In Move-Out Form (MIMO)
- C.** (i) Owner will Deliver to Tenant a statement of condition (MIMO) within 3 days after the execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MIMO to the Owner within 3 (or _____) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D.** Tenant will provide Owner a list of items that are damaged or not in operable condition within 3 (or _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E.** Other: _____

12. MAINTENANCE USE & REPORTING

- A.** Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep carbon monoxide detectors and any additional phone lines beyond the one line and jack that Owner shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Owner in writing of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.** Owner Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C.** Owner Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D.** Owner Tenant shall maintain: _____

Address: _____

- E. Owner and Tenant agree that State or local water use restrictions shall supersede any obligation of Owner or Tenant to water or maintain any garden, landscaping, trees or shrubs.
- F. The following items of personal property is included in Premises without warranty and Owner will not maintain, repair or replace them: _____
- G. Tenant understands that if Premises are located in a Common Interest Development, Owner may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls and common areas such as shared parking or garage.
- H. Tenant shall not use the premises to grow, cultivate or sell marijuana.

13. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental agencies, availability, adequacy of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing or proposed transportation, construction and development that may affect noise, view or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

14. ADDITIONAL TENANT FEES

- A. **Posting:** If Tenant's rent payment is late and Owner's Manager needs to post a "Notice to Quit or Pay Rent" or Tenant has violated the terms of the lease and Owner's Manager needs to post a "Notice to Quit or Cure" form at the property, Tenant shall be charged **\$50** for each occurrence.
- B. **Lease Change:** It is not uncommon for tenants to request a change in the terms of their lease, and most commonly, this is a change of tenants. Owner or Owner's Manager will investigate the new tenant for credit and income worthiness, amend the lease with an addendum, and charge a **\$200** lease change fee.
- C. **Lease Termination:** If Tenant decides to terminate their lease prior to its expiration, Owner's Manager will charge the Tenant a **\$250** fee to mitigate damages, but Tenant is still responsible for all financial damages incurred by Owner.
- D. **Lease Reinstatement:** If Tenant cures an unlawful detainer and the eviction process is stopped, Tenant shall be charged a **\$250** for the time spent initiating the eviction.
- E. **Eviction Coordination:** If Tenant must be evicted, Tenant shall pay a **\$500** fee for time spent coordinating with the attorney, lock-out and disposal of any personal property.
- F. **Security Deposit Processing:** If any deduction needs to be made to the security deposit (outside of normal wear and tear) which includes calculating deductions, coordinating vendors and making repairs, Tenant shall pay a **\$100** administration fee.
- G. **Utility Disconnection:** If Tenant neglects to keep utilities on through and past the move-out date and the utilities must be put in Owner or Owner's Manager's name, a **\$100** fee will be charged to tenant.
- H. **HVAC Filter Non-Replacement Administration and Liquidated Damages:** If Tenant does not replace the furnace filter as stipulated in the lease agreement, Tenant shall be charged a **\$25** administration fee to Manager and another **\$100** will be retained by the Owner to bring the unit to operating standards.
- I. **Denial of Access:** If Tenant does not allow access to the property for inspections, vendor work or reasonable showings for real estate sales, and proper measures have been taken, an administration fee of **\$80** shall be charged for each denied access request by Owner's Manager.
- J. **Notice to Vacate Cancellation:** If Tenant gives a "Notice to Vacate" and subsequently changes their mind and decides to remain in the property, a fee will be charged depending on the when the "reversal" of decision is made:
 - o **\$100** if 30 to 60 days prior to expected possession.
 - o **\$250** if 10 to 29 days prior to original notice.
 - o **\$500** if less than 9 days.

15. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Owner's prior written consent except as agree to in the attached Pet Addendum.

- A. Pet Fee: Owner's Manager shall charge tenant **\$40** a month for each dog and/or cat. Manager shall retain this fee.
- B. Owner is not obligated to accept any tenant with pets.

16. SMOKING

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Owner may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. **NO SMOKING** of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.

17. RULES/REGULATIONS

Tenant's Initials _____

Owner's Initials _____

Address: _____

- A. Tenant agrees to comply with all Owner rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (if applicable, check one)
 - 1. Owner shall provide Tenant with a copy of the rules and regulations within 14 days.
 - 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

18. (if checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT

- A. The Premises are a unit in a condominium planned unit development, common interest subdivision or other development governed by a homeowners association (“HOA”). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions (“HOA Rules”). Tenant shall reimburse Owner for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Owner shall have the right to deduct such amounts from security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily or limited to the front gate, pool and recreational facilities. Tenant is solely responsible for payment and satisfying any HOA requirements prior to or up on or after the Commencement Date.
- C. (Check one)
 - 1. Owner shall provide Tenant with a copy of the HOA Rules within 14 days of possession of Premises, or
 - 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

19. ALTERATIONS; REPAIRS: Unless otherwise specified by law without Owner’s prior written consent, (i) Tenant shall not make repairs, alterations or improvements in or about the Premises including painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials (ii) Owner shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

20. KEYS; LOCKS

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date)
 - _____ key(s) to Premises _____ remote control device(s) for garage door/gate opener(s)
 - _____ key(s) to mailbox # _____ _____ combination lockbox
 - _____ key(s) to common areas _____
- B. Tenant acknowledges that locks to the Premises have, have not been re-keyed
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Manager. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

21. ENTRY

- A. Tenant shall make Premises available to Owner or Owner’s Manager for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraiser, contractors and other (collectively “Interested Persons”). Tenant agrees that Owner, Owner’s Manager and Interested Persons may take photos of the Premises.
- B. Owner and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless Tenant waives the right to such notice. (2) No written notice is required if Owner and Tenant orally agree to an entry for agreed service or repairs if the date and time of entry are within one week of the oral agreement. (3) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (if checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum.

22. PHOTOGRAPHS & INTERNET MARKETING

- A. To effectively market the Premises for sale or rental it is necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Owner’s Manager may photograph or otherwise electronically capture images of the exterior and interior of the Premises (“Images”) for static and/or virtual tours of the Premises by Interested Persons for use on websites, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Owner’s Manager or Owner has no control over who can view such Images and what us viewers may make of the Images, or how long such Images may remain available on the internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Owner’s Manager does not have the ability to control or block the taking

Address: _____
and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Owner's Manager nor Owner has control over who views such Images nor what use viewers may make of the Images.

23. SIGNS: Tenant authorizes Owner to place a FOR SALE/LEASE signs on the Premises.

24. ASSIGNMENT; SUBLETTING

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Owner's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Owner, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Owner an application and credit information for Owner's approval and, if approved, sign a separate written agreement with Owner and Tenant. Owner's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
- B. This prohibition also applies to short term, vacation, and transient rentals such as, but limited to, those arranged through Airbnb, VRBO, HomeAway or other short term rental services.
- C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

25. JOINT & INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly and with every other Tenant, and individually, whether or not in possession.

26. POSSESSION

- A. (1) Tenant is not in possession of the Premises. If Owner is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Owner is unable to deliver possession within 5 calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Owner and shall be refunded all Rent and security deposit paid or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Owner.
- B. Tenant is already in possession of the Premises.

27. TENANT'S OBLIGATIONS UPON VACATING PREMISES

- A. Upon termination of this Agreement, Tenant shall: (i) give Owner all copies of keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Owner, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Owner in the same condition as when given possession (v) remove all debris; (vi) and give written notice to Owner of Tenant's forwarding address.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Owner's consent, become the property of Owner upon termination. Owner may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of tenancy or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental. If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Owner or Owner's Manager. The work shall comply with applicable law, including government permit, inspection and approval requirements. Repairs shall be performed in a good skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs, and (c) provide copies of receipts and statements to Owner prior to termination.

28. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations of the lease, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses, painting costs to ready Premises for re-rental and a Lease Breakage Fee equal to **\$250.00**. Owner may withhold any such amounts from Tenant's security deposit.

29. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Owner, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

30. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Owner or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially

Address: _____

uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Owner shall promptly fix the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of Tenant or Tenant's guests, only Owner shall have the right of termination, and no reduction in Rent shall be made.

31. INSURANCE

- A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Owner, Owner's Manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter' insurance) to protect Tenant from any such loss or damage.**
- B. Tenant shall comply with any requirement imposed on Tenant by Owner's insurer to avoid: (i) an increase in Owner's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. Tenant shall obtain liability insurance, in an amount not less than **\$100,000**, naming Owner or Owner's Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant is required to furnish Owner with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease and Owner shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Owner and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

32. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same of any subsequent breach.

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Owner or Owner's Manager with 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct and may be relied upon by a lender or purchaser.

34. REPRESENTATION

- A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Owner requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Owner when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Owner and Owner's Manager to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Owner may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering application is false; (ii) After commencement date, upon disapproval of an undated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
- B. **OWNER REPRESENTATIONS:** Owner warrants that, unless otherwise specified in writing, Owner is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION

- A. Consistent with paragraphs B and C below, Owner and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any other resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Owner and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent, Property Manager or Owner's Manager ("Broker"), provided Manager shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Manager. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Owner and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed **\$1,000**.

37. STATUTORY DISCLOSURES

- A. **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Owner gives and Tenant acknowledges receipt of disclosures on the attached form and a federally approved pamphlet.
- B. **PERIODIC PEST CONTROL (if checked)**

Address: _____

- a. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
 - b. Premises is a house. Tenant is responsible for periodic pest control treatment.
 - C. **BED BUGS:** Owner has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure for further information. Tenant shall report suspected bed bug infestation to Owner or, if applicable, to Owner's Manager and cooperate with any inspection for and treatment of bed bugs. Owner will notify tenants of any units infested by bed bugs.
 - D. **MEGAN'S LAW DATABASE DISCLOSURE:** Pursuant to section 290.46 of the penal code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov 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. Neither the Owner nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.
 - D. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the booklet.
 - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure for additional information.
 - F. **MOLD ADDENDUM TO LEASE:** Owner is not aware of mold on Premises. Tenant acknowledges receipt of addendum.
 - G. **RENT CONTROL/JUST CAUSE DISCLOSURE:** (if checked) The Premises fall under the protection of AB 1482 and the Premises is subject to maximum annual rent increases of 5% over the Consumer Price Index and Tenant may receive relocation assistance for a "No Cause Eviction".
- 38. OWNER & TENANT DISCLOSURES:** The following programs, if checked, have been required by Owner and the appropriate disclosures have been provided to Tenant:
- Owner Protection Program**
 - RESIDENT BENEFITS PACKAGE:** The Resident Benefits Package delivers services at a cost of \$25 per month payable with Rent. Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable or other property-specific limitations.
 - A. **HVAC FILTER DELIVERY:** Tenant will have HVAC filters delivered by mail twice a year (January & July). Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.
 - B. **CREDIT REPORTING:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.
 - C. **HOME BUYING CLOSING COST CREDIT:** Property Manager will introduce tenant to three licensed real estate agents. If Tenant purchases a property through one of the referred agents, Tenant will receive a \$1,000 credit towards Tenant's closing cost for their purchase.
 - D. **ONLINE PORTAL ACCESS & PAYMENT OPTIONS:** Tenant will be provided access to an online portal for the purposes of payment of Rent along with any other applicable fee(s) and reporting maintenance concerns. Payments can be paid in a variety of ways using the online portal. Available options include ACH, debit and credit cards. Paying via ACH (via bank account and routing number) comes as a part of this package. Both the debit and credit card option is offered with a third party merchant fee of 2.5% that is payable to the merchant processing the payment (not the management company and/or owner). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist.
 - E. **COMBINATION LOCKBOX:** The property will come with combination lockbox and extra key. This combination lockbox will be programmed to a four-digit code of the Tenant's choosing. The purpose of this lockbox is to allow the Tenant to place it and secure it to the outside of the home as it will provide an extra key should the Tenant ever lock themselves out. It is at Tenant's discretion if they want to place the lockbox outside (secured to gas meter, water pipe, door) or place it inside the home.
 - F. **REKEY:** If the property has the Kwikset, SmartKey locks the Manager can rekey all the locks at no additional cost up to one time a year.
- 39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision may be extended, amended, modified, altered or hanged

Tenant's Initials _____

Owner's Initials _____

Address: _____

except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: **Keller Williams Realty** is the agent Owner exclusively or both Owner and Tenant

Leasing Agent: _____ is the agent of Tenant exclusively

B. DISCLOSURE: (if checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships has been provided to Owner and Tenant, who each acknowledged its receipt.

C. OTHER TERMS AND CONDITIONS: If checked, the following attached documents are incorporated in this Agreement:

√ Good Steward Property Management: Addendum #1 to Lease Agreement

√ Good Steward Property Management: Garage Door Transmitters and Key Addendum

√ Good Steward Property Management: Move-Out Cleaning, Repair & Replacement Charge Guidelines

D. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires an Owner or Property Manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with generally accepted non-English translation.

E. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 45 and attach a Representative Capacity Signature Disclosure ("RCSD"). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity fore which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation of documents of the business entity).

F. The Premises is being managed by **Good Steward Property Management, DRE Lic# 01918337.** Address 19631 Yorba Linda Blvd., Yorba, CA 92886. Telephone (714) 916-2880.

G. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) for additional terms.

41. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Manager Good Steward Property Management
Address PO Box 2755
City, ST, Zip Orange, CA 92859

Tenant _____
Address _____
City, ST, Zip _____

Owner and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as an Owner in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Owner should accept; and (f) do not decide upon the length or other terms of this Agreement. Owner and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Address: _____

Owner (or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Owners is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) for additional terms.

Owner _____ Date _____
Print Name _____

Owner _____ Date _____
Print Name _____

Tenant _____ Date _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Email _____

Tenant _____ Date _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Email _____

Additional Signature Addendum attached (C. A. R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Owner and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Owner and Owner's Manager, agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Owner and Tenant, and (iii) waive any right to require Owner and or Owner's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor _____ Date _____
Guarantor Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Email _____

Address: _____

REAL ESTATE BROKERS:

- A.** Real estate brokers who are not also Owner under this Agreement are not parties to the Agreement between Owner and Tenant.
- B. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm)		DRE Lic#	
By (Agent)	DRE Lic#	Date	
Address	City	State	Zip
Telephone	Fax	Email	

Real Estate Broker (Listing Firm)	Keller Williams Realty	DRE Lic#	01898399
By (Agent)	Jeffrey Terreros	DRE Lic#	01918337 Date
Address	19631 Yorba Linda Blvd.	City	Yorba Linda State CA Zip 92886
Telephone	(714) 916-2880	Fax	Email Jeff@GoodStewardPM.com