

LEASE AGREEMENT

THIS AGREEMENT is made and entered into between AAA PROPERTIES, "Owner" and "Resident(s)"
THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at _____ Chico, California. The premises shall be used exclusively as a residence for no more than above signed person(s). Guests staying more than a total of two weeks in a calendar year without written consent of Owner shall constitute a violation of this agreement.

2. **The first payment of this 360 day lease, as well as, all future payments** are due every 30 days for a total of 12 payments beginning **June 6, 2012** at \$ _____ **per payment**, until the total amount of \$ _____ is paid. The payment schedule is as follows: **June 6, 2012, July 5, 2012, August 5, 2012, September 4, 2012, October 4, 2012, November 3, 2012, December 3, 2012, January 2, 2013, February 1, 2013, March 2, 2013, April 1, 2013, May 1, 2013.**

Payments are considered late after the 5th day of any calendar month. All payments are payable at AAA Properties, 330 West 5th Street, Chico, California. **If rent is paid after the 5th day of the month, there will be a late charge of \$50.00 assessed. If rent is still unpaid after the 15th day of the month, there will be a late charge of \$100.00 assessed.**

2. (A) Resident is hereby advised that, pursuant to Civil Code Section 1719, if any check is returned by Resident's bank, Resident may be liable to the payee for the amount of the check plus damages equal to treble that amount, which damages shall not be less than One Hundred Dollars (\$100) nor more than One Thousand Five Hundred Dollars (\$1,500), plus the costs of mailing the written demand for payment. In the event that this Lease Agreement is terminated by **mutual** agreement of Owner and Resident, prior to the expiration date indicated in paragraph 4 below, Resident agrees to pay to Owner any other sums owed to Owner by Resident at the time of termination and all cost to re-rent apartment.

2. (B). The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months.

2. (C). **Rent shall be paid in one check only.** If multiple checks are accepted, a \$25.00 fee per check will be charged, due and payable at time of payment. Cash, cashier's check, or money order are acceptable forms of payment if tenants wish to pay separately..

3. Resident shall deposit with Owner, as a security deposit, the sum of \$ _____. Resident shall not use the security deposit to pay last rental payment. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to the following:

- a. defaults in the payment of rent, and/ or
- b. to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- c. to clean such premises, if necessary, upon termination of tenancy, in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- d. to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.
- e. Professional carpet cleaning costs.

No later than three weeks (21) days after Owner has regained possession of the premises, Owner shall furnish Resident with an itemized written statement of the basis or, and the amount of, any security deposit received and the disposition of such security deposit and shall return any remaining portion of such security deposit to Resident.

4. The term of this Agreement is for the time period beginning on the **June 6 of 2012** and ending on the **31st day of May, 2013** at which time this Agreement shall terminate without further notice. A "month-to-month" tenancy shall be created only if Owner accepts rent from Resident thereafter. Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the fair rental value of \$ 150.00 per day.

5. Without Owner's prior written permission, as an addendum to this Agreement, **no pets, no waterbeds or liquid filled furniture, aquariums and/or tanks in excess of one gallon**, except NO PETS ALLOWED shall be kept or allowed in or about said premises.

6. Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises, commit waste or nuisance, annoy molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided hereby and by law.

7. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner's prior written consent.

Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner harmless and indemnify Owner as to any mechanics lien recordation or proceeding caused by Resident.

8. All plumbing, heating and electrical systems are operative and deemed satisfactory.

9. Except as otherwise prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, yard and landscaping, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner which is now in effect or becomes effective during the term of this Agreement.

10. Resident shall pay for all utilities, services and charges, if any, made payable or predicated upon occupancy of Resident, except: Water, garbage & landscaping.

11. The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement.

12. The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement, and shall indemnify Owner for liability arising prior to the termination of the Lease Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

13. Owner or his/her agents or employees may enter the premises: (a) in case of emergency, or (b) when Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary of agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided Resident is given reasonable notice of Owner's intent to enter, with entrance during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner harmless for such entry.

14. No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

15. In the event that Resident breaches this Lease Agreement, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided Owner by California Civil Code Section 1951.2 and 1951.4. Damages Owner "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

16. In the event of the sale or refinance of the property: If Owner presents to Resident a "Resident's Certification of Terms-Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

17. The premises are equipped with functioning smoke detection device(s), and Carbon Monoxide detector(s). Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Owner shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

18. ATTACHMENTS: By initialing as provided, Resident acknowledges receipt of those indicated attachments, copy(s) of which is (are) attached hereto, and is (are) incorporated as part of this Agreement.

A. House Rules & Regulations Initial: _____

B. Lead Based Paint & Initial: _____

C. Mold Addendum: _____

19. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner nor an agent or employee of Owner has made any representations or

