

Prepared for the Family

LEASING DOCUMENTS MANAGEMENT ONE PROPERTY MANAGEMENT

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Contents

Rental Agreement Checklist	2
Security Deposit Agreement	3
Rental Agreement	4
Move in Inspection	10
Less than \$50.00 No Hassles on Minor Maintenance Items	12
Smoke Detector & Carbon Monoxide Detector Agreement	13
Bed Bug Addendum	13
Rental Policies and Procedures	16
Types of Turbulences	20
Emergency Guide	21
Welcome to your new Home!	22



Rental Agreement

LAN	IDLORD: MANAGEMENT ONE - Agents for Owner:
RES	SIDENT/TENANT:
CO-	SIGNER:
PRC	OPERTY ADDRESS:
Α.	Term of Lease:
В.	Minimum Tenancy:
C.	Number of Occupants:
D.	Beginning Date:
Ε.	Rent Per Month: \$
F.	Date Rent Due:
G.	Pro-Rated Rent: \$
Η.	Date Pro-Rated Rent Due:
I.	Late Rent Fee:
J.	Security Deposit: \$
K.	Additional Security Deposit: \$
L.	# of Pets and Names:
М	(Outside Pets Only if approved) Pet Deposit: \$
	# of Service Animals and Names:
	Liquated Damages:
	Utilities Provided:
	Water, Trash & Sewer:
	LAWN SERVICE provided: Front: Yes No Rear: Yes No
S.	POOL/SPA - SERVICE provided: Yes No
Т.	RESIDENT/TENANT WAS GIVEN:
	# of House Keys (sets):
	# of Mailbox Keys:
	# of Pool Keys:
	# of Security Gate Keys-FOBS/Transponders:
	# of Padlocks:
	# of Garage Remotes:
	HOA Association Passes or Cards Rules and Regulations:



DESIGNATION OF PARTIES: "Landlord" includes Owner and Manager, Agent of Employee, acting as managerial personnel, and "Resident/Tenant" includes all persons designated as such, in this Agreement, without respect to number or gender.

RESIDENT/TENANT AGREES THAT each of the terms of this Agreement and of Landlord's Rules and Regulations, if any, constitutes an independent condition on Resident/Tenant's right to possession of the Premises. Any failure by Resident/Tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Resident/Tenants' right to the possession of the Premises and/or forfeit this Agreement, in any manner provided by law.

FURTHER, RESIDENT/TENANT AGREES THAT:

- 1. TERM/BEGINNING DATE: The Term of this tenancy, for the Premises described above, and the Beginning Date thereof, are designated in Sections A and D.
- 2. USE AND OCCUPANCY: The Premises are to be used only as a private residence for Resident/Tenants listed in this agreement, a total of ______occupants, and for no other purpose. Guests may stay up to 14 days in any six-month period. Occupancy by guests staying more than 14 days is prohibited without Management One's written consent and shall be a breach of Contract.
- 3. RENT/LATE RENT CHARGE: Resident/Tenant shall pay to Landlord one (1) month's rent due, in advance, for each rental month, in the amount and on the date designed in Sections C and D. In the event, that the Beginning Date of this Agreement is a day other than the first day of the month, the rent due shall be prorated to the first day of the succeeding month. Should Resident/Tenant fail to pay an installment of rent, or any portion thereof, when due, Resident/Tenant shall pay the amount designated in Section E, to the Landlord as a Late Rent Charge. At Landlord's election, such charge shall be deemed additional rent for such rental month and collected as such, or Landlord may deduct such charge from Resident/Tenant's Security Deposit. Any claim by Resident/Tenant for a refund of the Security Deposit shall be deemed compensated to the extent of any deduction of such charge. Such charge shall be deemed Liquidated Damages in as much as landlord's damages (preparation of notice, service of notice, collection attempts, extra labor hours and bookkeeping, etc.) would be impracticable or extremely difficult to compute, under C.C.1670, 1671, and C.C.P.1951.5.

RENTS TO BE PAID IN CASHIER'S CHECK, MONEY ORDER, CASH PAY OR ACH ONLY. NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED.

Resident/Tenant agrees and understands that if Resident/Tenant pays by any other means than cashier's check, money order, cash pay or ACH, After a Resident/Tenant defaults one time on a ACH payment must then pay by cash pay. Management One will not accept funds and will consider this to be a breach of contract and will proceed in accordance to the law and evict Resident/Tenant from the premises. Resident/Tenant also agrees and understands that rents are to be received at Landlord's office on or before the 1st day of each month. As designated in Section E, Late Rent Charge is 5% of the Rent plus \$5.00 per day until Rent is received at Landlord's office. **This charge begins on the 6th of the month at 12:01am** and is due and payable when you pay your rent. If Landlord has to prepare and serve the Resident/Tenant a "3 Day to Pay or Quit", Resident/Tenant shall pay Landlord **\$50.00 Posting Fee**, in addition to Late Fees and Rent Due for that given month. X______ X_____

- 4. RENT PAYMENTS: <u>WE DO NOT ACCEPT PARTIAL PAYMENTS UNDER ANY CONDITIONS</u>. Your rent is due on the 1st of the month, and if not received in our office before 11:59pm (Midnight) on the 5th. On the 6th, a late fee will be assessed. (Note: If a holiday, weekend, the post office does not deliver on time or if online transfer is not received through ACH or CASH PAY by the 5th, you are still responsible to have your rent in before the deadline).
- 5. Pro-rated Rent Due for ______ is \$_____ and is due on the 1st, late on the 6th at 12:01am. x______ x_____
- 6. SECURITY DEPOSIT: Resident/Tenant shall deposit with Landlord the amount designated in Section F to secure Resident/Tenant's compliance with all of the conditions of this Agreement and Landlord's Rules and Regulations, if any. The deposit shall not be deemed rent for any rental month nor shall it constitute a measure of Landlord's damages in the event of default by Resident/Tenant. Resident/Tenant shall not be entitled to any interest on this Deposit unless required by law. In the event of a default by Resident/Tenant under the conditions of this agreement or Landlord's Rules and Regulations, if any, Landlord may deduct that amount necessary, from the deposit, to compensate Landlord for all damage caused by such default. Should Landlord make any deduction from the deposit, Resident/Tenant shall pay to Landlord an equal amount within three (3) days after that amount to Landlord within three (3) days Landlord may deem such failure as default under this Agreement and proceed in any manner provided by law. Upon termination of the tenancy, for any reason whatsoever, as much of the deposit as is reasonable necessary shall be used for repair of the Premises and its appurtenances, over and above normal wear and tear, and to compensate Landlord for any unpaid rent or

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Liquidated Damages. If the deposit is insufficient, for such purpose, Landlord may proceed with collection of the deficiency from Resident/Tenant. Resident/Tenant is given opportunity to schedule a pre-move out inspections but must call to schedule at least 14 days prior to move out. The inspection shall not be completed more than 5 days prior to vacating the property. The pre-move out inspection does not determine the final disbursement of the security deposit as Resident/Tenant is still occupying the premises. If Resident/Tenant disputes disbursement of security deposit, Resident/Tenant agrees that Owner of the property is responsible for any claims as Management One is solely acting as the Agent for the Owner. Should Owner cancel management services, security deposit shall be transferred to Owner of property as required by Law. Acceptance of a refund of all or a portion of the deposit by Resident/Tenant shall constitute a full and final release of Landlord from any and all claims of Resident/Tenant, of any nature whatsoever. Security deposit cannot be used as last month's rent, but is refundable providing property is left in same condition as when Resident/Tenant moved in, less normal wear and tear. X_______ X______

- 8. UTILITIES: Resident/Tenant shall pay for all utilities and/or services supplied to the Premises. In the event of any default in the payment of rent or utilities by Resident/Tenant, if feasible, Landlord may instruct any utility company, henceforth, to charge any utilities, so designated, to Resident/Tenant and to place the same in Resident/Tenant's name. Resident/Tenant shall pay for all such utilities thereafter. (Unless otherwise stated in Section P & Q on page 1, Water, Sewer & Trash are paid by Resident/Tenant). An administration fee of \$75 will be charged for collections of any unpaid utilities.
- 9. PARKING REGULATIONS: Resident/Tenant shall park vehicles in designated areas only (car or medium to small truck) garage, driveway or per CC&R's if applicable in Homeowner Associations. Resident/Tenant is prohibited from parking any vehicles on the grass, etc., and working on vehicles on said Premises is prohibited. Driveway is to be kept clean of oil, grease, etc. always. Boats, trailers, commercial vehicles and RVs are not to be parked on the premises unless there is an approved designated parking area for them or unless approved by Landlord in writing.
- 10. LAWN, SHRUBS, PLANTS, ETC.: Resident/Tenant is responsible and liable for mowing, weeding, trimming and watering in a timely and consistent manner (mowing the lawn once a week and watering daily is considered timely and consistent). Front and back yards are to be kept in a professional manner, i.e., lawn watered and mowed, hedges and shrubs trimmed, and weeding. In the event Resident/Tenant does not abide by these conditions, Landlord has authority to hire a gardener at the expense of the Resident/Tenant. Resident/Tenant agrees and understands that a gardener will cost a minimum of \$70.00 per month. After one written notice, Resident/Tenant has 15 days to bring lawns to a respectable condition. If Resident/Tenant has not complied, Then Landlord will add the cost of a gardener to the rent and payment will be due as one on the 1st month following the 15-day period and this would be a modification of this Rental Agreement. X_______ X_____

Lawn service is provided Yes No , (If yes, it includes mowing and edging only.) Resident/Tenant is responsible for all other landscaping including, but not limited to, watering, weeding flowerbeds, banks, trimming hedges, etc. X_____ X____

- 11. POOL/SPA SERVICE is provided. Yes No if No, Resident/Tenant shall maintain Pool and/or Spa, if any, and keep same clean and in good operating condition including chemicals at Resident/Tenant's expense. See Pool/Spa care addendum.
- 12. NAMED RESIDENT/TENANT: The Premises shall not be occupied by any person other than the person or persons designated as "Resident/Tenant".
- 13. PETS: Resident/Tenant shall not bring, keep or maintain any pet on the Premises, unless named in Section L and The Indoor or Outdoor Pet Addendums are signed. Pets brought onto the Premises after moving in is a Breach of Contract and a 3 Day Notice to vacate will be given immediately. In the event, there is an animal odor of any kind, Resident/Tenant will be responsible for all damages which could include new flooring. (NO PIT BULLS OR DANAGEROUS ANIMALS UNDER ANY CONDITIONS.) X_____ X____
- 14. NO SMOKING: No Smoking is allowed in the Premises. If smoking does occur in the Premises, (1) Resident/Tenant is responsible for all damages caused by the smoking including, but not limited to, stains, burns, odors and removal of debris, (2) Resident/Tenant is in Breach of Contract, (3) Resident/Tenant, Authorized guests and all others, may be required to leave the Premises, and (4) Resident/Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpeting, window coverings and paint entire Premises regardless of when these items were last cleaned or replaced. Such actions will impact the security deposit or more.

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- **15. COMPLIANCE WITH LAWS**: Resident/Tenant shall not violate any law, nor commit or permit any waste or nuisance in or about the Premises, nor in any way annoy any other Resident/Tenants of the real property on which the Premises are located, nor do or keep anything in or about the Premises or real property that will obstruct the public spaces available to other Resident/Tenants. Constant parties' week after week and day after day until the early morning hours are prohibited, any dangerous animals are prohibited, this includes pit bulls, and Resident/Tenant holds Landlord harmless from any harm to any person or other animals.
- 16. 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 or Landlord, if any, are required to check this website. If the Resident/Tenant wants further information, Resident/Tenant should obtain information directly from this website).
- **17. GOOD CONDITION RECEIPT:** Resident/Tenant has examined the Premises, including but not limited to, the furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold-water supply, building ground and appurtenances, accepts the same "AS IS" and acknowledges that the same are incorporated herein by reference. As part of the consideration for the rental of the Premises, Resident/Tenant voluntarily assumes the risk of any defects in the Premises either known, or which should have been known to Resident/Tenant, in the exercise of ordinary care, at the inception of the tenancy, unless Resident/Tenant serves Landlord with a written notice to correct such defects prior to entering into this agreement. Upon termination of the tenancy, Resident/Tenant shall return the Premises to Landlord in as good order, condition and repair as when received, free from all Resident/Tenant's personal property, trash and debris, burns, stains, holes or tears, of any size or kind. No improvement, alteration, decoration or repair of the premises is allowed to be made by the Resident/Tenant unless noted on Landlord's copy of this Agreement.
- 18. MOVE IN CHECKLIST: Property has been inspected prior to moving in and is considered to be in satisfactory condition. Resident/Tenant agrees to set appointment Monday through Friday between 9:00 a.m. and 4:00 p.m. during the first 14 days of occupancy. Resident/Tenant agrees that failure to comply gives up all rights to a move in checklist. X_____ X____
- 19. MAINTENANCE AND REPAIR: NOTE: Landlord does want repairs to be called in immediately. Resident/Tenant shall (1) keep the Premises in a clean and sanitary condition; (2) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition; (4) not permit any person, in or about the Premises with Resident/Tenant's permission to deface, damage or remove any part of the structure of the Premises or the facility's, equipment or appurtenances thereto, nor himself do any such thing; (5) occupy and use the Premises in the manner in which they were designed and intended to be occupied and used. Resident/Tenant shall be liable for the expense of any repair caused by Resident/Tenant's failure to comply with these conditions. At Landlord's election, any such expense shall be deemed additional rent for rental month in which incurred, and collected as such, or Landlord may deduct such expense from Resident/Tenant's Security Deposit. Resident/Tenant shall not alter or add to the Premises, nor paint or wallpaper any portion thereof.

Repairs done by Management One, will be done in **5-14 days** in most cases; we ask that you do not continue to call every day to see if it has been scheduled yet, as this only delays getting your repair done. Also, for any repairs you request, make sure that you are there when a scheduled appointment was made. Repairs are done during normal working hours, so you may have to take off work to meet a repairman. Any second trips to the property will be at your expense since repair companies charge for double trips. This cost is normally \$50.00 per trip, so it is imperative you make the appointment, (NOTE: If you do not have a phone for us to contact you repairs cannot be made.) In the event a repairman makes a trip and no problem is found, you would be charged a minimum of \$50.00 for a service call.

If resident/tenant calls in for a repair to be made and does not respond back to the contractor after 3 attempts to schedule an appointment, an administrative fee of **\$25** will be charged to the resident/tenant. If company deems a repair is necessary for the security, habitability, etc. of the property and the resident/tenant doesn't respond back to the contractor after **3 attempts** to schedule an appointment and a 24hour notice is required to gain access to the property, an administrative fee of **\$100** will be charged to the resident/tenant.

- 20. No decals, mirrors, etc., to be glued or applied to walls or doors. Pictures and mirrors shall be hung with picture hangers or very small nails. Holes (other than normal hanger holes) in walls, doors or cabinets will not be deemed normal wear and tear. Xmas Lights can be up only from November 15th through Jan 15th only.
- 21. No basketball hoops are to be mounted anywhere on Premises, house or garage. Portable basketball hoops must not be visible from the street when not in use. Trash cans except on trash day must be in side or back yard or in garage.

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- 22. TEMPORARY RELOCATION: Subject to local law, Resident/Tenant agrees, upon demand of Landlord, 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 the premises. Resident/Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storing of food or medicine, and removal of perishables and valuables. Resident/Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Resident/Tenant is required to vacate the Premises.
- **23. WARRANTY OF HABITABILITY**: Landlord and Resident/Tenant mutually waive any warranties, whether expressed or implied by law, concerning the habitability of the Premises, except those warranties specifically enumerated in C.C. 1941 and 1942. In addition, Resident/Tenant waives any right or remedy, whether express or implied by law to withhold rent or to raise the existence of any alleged defect in the Premises, whether constituting a violation of any housing code or not, as a defense to any action for Unlawful Detainer. However, Resident/Tenant shall have the right to bring an independent action for damages based upon any failure to correct such defect within a reasonable time. Resident/Tenant and Landlord agree 5-14 days is a reasonable time, in most cases, but not all cases when in the event a part must be ordered or a major repair, it may exceed 14 days.
- 24. WASTE, QUIET ENJOYMENT AND SUPERVISION, VIOLATIONS: Resident/Tenant shall not commit or permit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighborhood or other Resident/Tenant person in or about the adjoining Premises. This shall include, but not limited to loud or late parties or music. Resident/Tenant is responsible for all and any fines issued for all "Police Response Calls". Such a fine may be a result of excessive noise, parties. Loud music or improperly stored trash or any City Code Violation.
- A. Adult Resident/Tenants shall be responsible for the supervision and control of all minor children residing with them in the Premises or visiting occupants at the Premises. Children must obey these Rules and Regulations. Adult Resident/Tenants shall be solely responsible to see that their children, guests, and visitors obey these Rules and Regulations. Violations of this provision shall constitute grounds for immediate termination of the Contract at the option of the Landlord.
- **B.** Resident/Tenant shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by Landlord, nor shall keep or maintain any mechanical or electrical or other appliance or device operated by said utilities except herein listed and specifically approved by Landlord.
- C. VIOLATIONS: A fee of \$50.00 for all first offense violations posted (this is in addition to any possible HOA/City fines assessed). A fee of \$100 will be assessed for a 2nd offense of the same violation. A fee of \$200 will be assessed for a 3rd offense of the same violation.
 X
 X
- **25. INSPECTION/ENTRY:** Landlord may enter and inspect the Premises, at reasonable times, for any lawful purpose. Landlord may enter the Premises, in such manner, for the purpose of, making repairs, selling of property, alterations of additions thereto, but without obligation to do so. Resident/Tenant shall not add or change any lock locking device, bolt or latch on the Premises and Resident/Tenant acknowledges that Landlord has a key to the Premises, and may use the same for entry as provided herein. Landlord agrees to give Resident/Tenant 24-hour notice before entering property, unless it is a major emergency. If Landlord has to have a locksmith open up the property to gain access due to the locks being changed by Resident/Tenant, then Resident/Tenant will be liable for the cost.
- 26. ANNUAL INSPECTIONS may be done at Landlord's option and Resident/Tenant agrees to set an appointment Monday through Friday between 9:00 a.m. and 3:30 p.m. so we may enter the property. Failure to comply, Landlord may enter the property without Resident/ Tenant present. These inspections are required by the owner of the property and must be done once a year. In addition, Failure of Resident/Tenant to keep appointment or reschedule appointment, Resident/Tenant will be billed a minimum of \$50.00 for a trip charge.
- 27. RULES AND REGULATIONS: Resident/Tenant and all persons in or about the Premises with Resident/Tenant's permission, shall comply with all Rules and Regulations made by Landlord, from time to time, and served upon Resident/Tenant. Any such Rules and Regulations shall be deemed incorporated herein by reference. Landlord shall not be obliged to enforce any such Rules and Regulation, or the terms of any other Agreement, and Landlord shall not be liable to Resident/Tenant for any violation of such Rules and Regulations, or Agreement, as the case may be, by any other Resident/Tenant or person.
- 28. RENTER'S INSURANCE: Landlord shall not be liable to Resident/Tenant, nor to insure Resident/Tenant, for any personal injury of property damage caused by the act of omission of any other Resident/Tenant or third party, or by any criminal act or activity, war, riot, insurrection, fire, or act of God. Resident/Tenant shall obtain and pay for insurance coverage that Resident/Tenant deems necessary to protect Resident/Tenant from any loss or expense that may be caused by such persons or events, and shall name management company as additional insured. Policy must show a minimum of \$100,000 coverage for damage and liability on the property. Should Resident/Tenant policy lapse at any time, you will be in breach of your rental agreement and legal action will be taken.

REV 11/08/17

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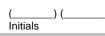
This policy must be in place and a copy of the a declaration page from the insurance company must be received prior to receiving keys to the property, and/or to extend or modify your current lease. If declaration page from the insurance company doesn't accompany the modification or extension of your lease you will be given notice to vacate property withing 60-days or less.

X _____ X ____

- 29. ASSIGNMENT AND SUBLETTING: Resident/Tenants shall not sublet any part of the Premises or assign this Agreement.
- **30. WAIVER AND DEFAULT:** Landlord's failure to require strict compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord, or such condition or right. Landlord's acceptance of rent with knowledge of any default hereunder by Resident/Tenant shall not be deemed a waiver of such default, nor limit Landlord's right with respect to that, or any subsequent default.
- **31.** SURRENDER OF PREMISES AND PERSONAL PROPERTY: The Premises and all of Resident/Tenant's personal property located therein, or stored on Landlord's real property, shall be deemed surrendered to Landlord by Resident/Tenant if, after a failure by Resident/Tenant to pay an installment of rent or any portion thereof, for any rental month, and after the date of service of a written notice on Resident/Tenant, pursuant to C.C.P.1161 and 1162, demanding that Resident/Tenant either pay other amount of rent then due or quit the premises. (1) If Resident/Tenant has been absent from the Premises for a period of 18 consecutive days and (2) Resident/Tenant has neither contacted the Landlord in person, nor cured said default, upon such surrender, landlord may-reenter and re-take possession of the Premises and store Resident/Tenant's personal property for a period of thirty (30) days. If Resident/Tenant fails to pick up said personal property, which Landlord will turn over to Resident/Tenant during said period, Landlord is designated as Resident/Tenant's agent to dispose of any or all of such personal property in any manner that Landlord, in its sole discretion, deems appropriate, pursuant to California Civil code. Resident/Tenant is responsible for any hauling or storage fees and Landlord may deduct such from Security Deposit or file legal action for Recovery.
- 32. ATTORNEY'S FEES: In the event of a default by Resident/Tenant hereunder, Resident/Tenant shall pay to Landlord all costs incurred by Landlord and caused by such default, including Attorney's fees, whether for consultation, preparation of any notice or letter or for institution and prosecution of any action to enforce any condition of this Agreement, whether or not such action proceeds to judgment. If Resident/Tenant is reinstated due to defaulting on rent a \$100 administrative fee will be charged for reinstatement
- **33. PARTIAL INVALIDITY**: If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.
- 34. VACATING THE PROPERTY: LANDLORD RESERVES THE RIGHT TO SHOW PROPERTY FOR RENT ONCE THE RESIDENT/TENANT GIVES WRITTEN NOTICE. If the Resident/Tenant fails to cooperate and/or maintain property in showable condition, Resident/Tenant may be charged an additional \$500.00 Breach of Contract since Landlord could lose rent. All Resident/Tenants on the rental agreement must give Management One a full thirty (30) days or more written notice prior to terminating this tenancy. The day the notice is received in Management One's office is the day the notice begins.
- **35.** COLLECTIONS: In the event any unpaid balances are due, Management One reserves the right to turn over balances owed to a collection service which may result in an additional fees & interest along with reporting to credit bureaus.

36. DAMAGE AND DESTRUCTION:

- A. Resident/Tenant's Obligation: Resident/Tenant hereby agrees to hold Landlord harmless from any claims and to pay on demand all reasonable costs or repair or restoration resulting from any damage or destruction to the Premises or the buildings of which the Premises are a part or any part thereof resulting from any act or omission of Resident/Tenant and/or any person on the Premises through or under Resident/Tenant, including without limitation, damage or destruction resulting from leaving windows open during rains or storms, flows of water from pipes, faucets or other sources, failure to turn off gas, electrical appliances or lights when not in use and littering of the Premises or adjoining areas.
- **B.** Effect of Damage or Destruction: In the event of damage to or destruction of the Premises or any building of which the Premises are a part by fire, flood, earthquake, or any other cause or causes, Landlord shall have the option to: (1) Treat this lease as continuing and repair or restore the Premises to their condition before such damage or destruction within thirty (30) days of the same, or if insured, within (30) days after Landlord receives permission from the insurer to proceed with repair or restoration.
- **C.** Terminate this lease and all further obligations hereunder of either party by written notice to the Resident/Tenant. After the occurrence of such damage or destruction, the Resident/Tenant's obligation to pay rent hereunder shall be abated in an amount which Landlord, in its sole discretion, shall determine to be proportionate to the area of the Premises rendered unfit for use by Resident/Tenant during the period of repair or restoration.





37. LIMITATION OF LANDLORD'S LIABILITY:

- A. Injury, Loss or Damage: Landlord shall not be liable for any injury, including death to any person caused by any use of the Premises including pools and spa, if any, by any person, including but not limited to, other Resident/Tenants, or arising from any accident or fire or other casualty thereon, or from any other cause whatsoever, nor shall Landlord by liable for any loss or damage to any article belonging to Resident/Tenant or located on the Premises or other facilities under the control of Landlord. Resident/Tenant hereby agrees to indemnify and hold Landlord harmless from all liability for any such injury, loss or damage.
- **B.** Other Limitations: Resident/Tenant also agrees that Landlord shall not be liable for, and this Agreement shall not be terminated by any interruption or interference with services or accommodations due Resident/Tenant caused by strike, riot, orders or acts of public authorities, acts of other Resident/Tenants or Landlord, accident, the making of necessary repairs to the building of which the Premises are a part or any other cause beyond the Landlord's control.
- **38. RESIDENT/TENANT INFORMATION AND INSTRUCTIONS:** It is a pleasure to welcome you as a part of our clientele. We believe that if you are familiar with some of our obligations, responsibilities and policies most misunderstandings will be avoided. We believe we can serve you by offering complete, courteous and prompt service. However, both parties to any Rental Agreement have certain obligations and responsibilities.

The following items are to be maintained by Resident/Tenant:

- 1. Air filters/ changed in the heating and cooling system twice a year
- 2. Drains are to be flushed with a good drain cleaner twice a year
- 3. Loose screws on screen doors, door locks, etc.
- 4. Light bulbs at move in only if not operable
- 5. Smoke detector batteries check monthly
- 6. Garbage disposal; press reset button
- 7. Door stoppers
- 8. Cabinet hinges
- 9. Fireplace key
- 10. Sprinkler heads (lawns lost from non-water are a Resident/Tenant expense)

- 11. Resetting breakers/GFI
- 12. Lawn Fertilizer
- 13. Washers in faucets
- 14. Carbon Monoxide Sensor batteries check monthly
- 15. Closet door adjustments
- 16. Plate covers
- 17. Drawer guides and knobs
- 18. Toilet seat

The owner will pay for all materials including but not limited to the items 1 - 18 providing they are justified. (Do not deduct the cost of the materials from the rent) Send in your receipts and a reimbursement check will be written back. "NO EXCEPTIONS." This procedure takes 30-45 days to process.

- **39. "FOR RENT" SIGNS:** Resident/Tenant is **not to remove** "For Rent" sign. Sign will be taken down when your move in inspection is done. If not, Call Management One's office. Cost of the sign and pole of \$200.00 will be charged to Resident/Tenant if taken down and/or damaged.
- **40.** Resident/Tenants agree to be polite and courteous at all times, so problems can be resolved. If Resident/Tenant does not abide, Landlord cannot communicate until such time as, Resident/Tenant does abide.
- **41. ENTIRE AGREEMENT**: The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Resident/Tenant represents that he has relied solely on his own judgment, experience and expertise in entering into this Agreement with Landlord. All modifications shall be in writing.

Comments:



Resident/Tenant	Date	Resident/Tenant	Date
Resident/Tenant	Date	Resident/Tenant	Date
Agent for Landlord: MANAGEMENT ONE			
By:Agent for Landlord	Date		

Move In Funds Receipt

Date Received:	Move-In Date:
Resident's Name:	
Property Address:	
Amount Paid: \$	Received by:

Move-In Inspection

Your move-in inspection is scheduled for:

a.m./p.m.

You will need to be present for this appointment. Once an appointment has been made it may not be rescheduled. Due to scheduling conflicts, we are unable to reschedule move-in inspections. If you do not attend your move-in inspection, you will waive all rights to your inspection. You will also need to be available for a re-key of the home, if you chose not to, you will release management company of all liability resulting from not having the locks changed.

Resident

Date

Resident

Date

PLEASE PROVIDE THE FOLLOWING IN CASE A CHANGE IN APPOINTMENT IS NECESSARY:

New Home Telephone Number: ______

New Work Number (if changed): _____

Email Address: _____

NOTE: Any repairs found necessary as a result of your move-in inspection will be scheduled within 36 hours.

Less than \$50.00 No Hassles on Minor Maintenance Items

Is that possible? The answer is Yes! You can repair maintenance items under \$50.00 and then turn in a bona fide receipt with your rent; this cannot be deducted from your monthly rent. We will send your refund check within 30-45 days. This has worked very well for the owner and the resident. It benefits you because the repair can be made immediately or at your convenience and there are no scheduling conflicts with our contractors. Owners really look favorably upon this when it comes time to raise rents. Owners appreciate residents who help out with minimal repairs and do themselves, especially on small items. Some examples of contractors' costs are \$40 flip a breaker switch: \$40 to reset a sprinkler timer; spraying for ants can run \$69-\$120 when \$10 would have cured the problem.

You can take care of repairs that can be done quickly with a pair of pliers, a hammer or screwdriver. Here is a partial list of items that can be repaired, adjusted, or replaced for UNDER \$50.00 PER MONTH (does not cover tools).

- Grass seed for the yard
- Fertilizer for the yards twice a year •
- Wooden boards for the fence
- Rollers on screen doors
- Air conditioner/heater filters
- Batteries for smoke detectors
- Door bell
- Sprinkler heads replaced (Providing it was owner's Responsibility)
- Garbage disposal (Press RESET button before you call for service.)
- Electric (reset breakers in fuse box before calling)
- Rollers for closet doors

- Spray for wasps, hornets • Cabinet hinges •
 - Drawer guides/knobs

Door stoppers (preferred kind is called "rigid")

Set traps for mice, rats

Spray for ants or use ant traps

- Fireplace keys •
- Toilet seat •

•

•

- Sink stoppers •
- Loose curtain rods •
- Mini-blind wand
- Reset sprinkler timers •
- Electric and cable socket covers

Remember, this is only a partial list of minor repairs that can easily be made for under \$50.00. We ask for your cooperation in keeping minor repair costs to a minimum. This is not only for your convenience but allows owners the ability to provide for cosmetic items that finances may not allow for if having to pay larger amounts for minor repairs.

Resident	Date
Resident	Date

Smoke Detector & Carbon Monoxide Detector Agreement

This agreement is entered into	by and between
MANAGEMENT ONE and	(Resident)
concerning the property known as	

The premises are equipped with smoke detector & carbon monoxide (CO2) detectors. It is agreed that the responsibility for maintaining all smoke detectors, CO2 and alarms are outlined herein.

It is herewith agreed that Resident will be responsible for testing the detectors/alarms at least once a month by pushing the "PUSH TO TEST" button on the detector for approximately 5 seconds. To be operating properly, the detector/alarm will sound when the button is pushed. If there is no sound, the Resident must inform Management One immediately in writing of any deficiencies found.

Management One has performed a test on the smoke detectors & CO2 detectors/alarms during the final walk thru inspection prior to move in. The Resident agrees to test the detectors/alarms as instructed above within the first 15 minutes of occupancy.

Resident understands that said smoke detector and CO2 detectors/alarms are either battery or electric operated units and it shall be the Resident's responsibility to ensure that the batteries are in working condition at all times. If the detector/alarm is electric and not operable, the Resident must contact Management One immediately to be serviced by an experienced technician. If after replacing the battery, the detector/alarm will not operate, the Resident must inform Management One in writing of any deficiencies. Under no circumstance is the Resident to disengage the system.

By signing below, Resident acknowledges above and understands all requirements herein.

 Resident
 Date

 Resident
 Date

 Management Company
 Date

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Bed Bug Addendum

Residents acknowledge that the Owner/Agent has inspected the property and is aware of no bedbug infestation.

Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering the property. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guest visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
- 2. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation.
- 3. Resident shall cooperate with pest control efforts. If your property is infested, a pest management professional may be called in to eradicate the problem. Your property must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.

- Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- 4. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that the Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
- 5. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Resident

Resident

Management Company

Date

Date

Date

Rental Policies and Procedures

Property Address:

Please read the following policies and keep them for future reference.

- Insurance: It IS required you purchase "renter's" insurance with coverage of at least \$100,000 in personal liability (bodily injury and property damage) for each occurrence. Management One to be named as additional insured. Evidence of insurance to be provided prior to moving in. Failure to provide evidence of insurance or cancelation of insurance will result in forced placed liability insurance by Management One and billed to you and owed monthly with your rent. Cost will be \$20 per month plus a \$15 administration fee. (Initials: ____)
- You are responsible for your own personal and property security. Neither the property owner nor the property manager warrants your security. If you suspect any criminal activity or fear for your safety call the police. The number for **POLICE/FIRE/EMS is 911.**
- **Pay Rent Online:** Resident can pay rent online at <u>www.Managementone.com</u> to help avoid late fees, which are strictly enforced. Payments are not automatic and must be paid each month via the website.
- Late Fees: Rent received after 11:59pm on the 5th of the month must include all late fees. Any rent and late fees not paid by the 9th of the month by 11:59pm will be turned over to the legal department which could result in credit collection and may affect your credit rating. NO EXCPETIONS.
- **Repairs:** Repairs will be completed within 5-14 days of received your request. Emergencies are handled immediately. When calling to report a necessary repair (please refer to the list of under \$50 items and the resident's responsibility times in your lease) please include all of the following information: Address of property, verify your home and work numbers and best time to contact you, Full description of the problem, Model Number of appliance (if applicable).
- Emergency Repairs on Weekends or After Hours: Call the maintenance department or emergency number provided. You will need to leave your name, phone number and a detailed message. A subcontractor will then call you back. If you get no return call within one hour, you can call a licensed and insured contractor out of the telephone book. Please have the contractor fix only the emergency repair or authorize your contractor to complete on Monday. You can also place a repair request on line at Managmentone.com.
- For Rent Sign: Do not remove the "For Rent" sign from your yard. It will be removed by our property inspector when he/she does the move in inspection

with you. This inspection should be done within your first 7 days of occupancy. You will be charged a fee if you remove the sign prior to your move in inspection. NO EXCEPTIONS. The charge for the sign is \$200.

- **Phone Numbers/Emails:** Please provide Management One with our new home telephone number and any changes in work numbers on your move in date if available. If not, please contact us as soon as possible with our new home number. Current phone numbers help expedite scheduling repairs.
- **Notices of Violations:** Notices served upon resident for non-compliance of written rental terms and policies will be charged to resident a minimum of \$50 per occurrence of each delivered notice.
- **Mailbox Keys:** If you are not issued a mailbox key when you move into your property, you must go to the post office nearest you with your Rental Agreement and have them re-key your mailbox. Mailboxes are government property and we have no ability to re-key. There will be a minimum of \$50 charge for this and is your financial responsibility.
- Lawns: Per your Rental Agreement, all lawns must be watered, mowed, edged, and fertilized as needed. Flower beds must also be kept weeded and maintained.
- Move in Inspection: You are required, per the terms of your Rental Agreement, to schedule a Move in Inspection with Management One. This inspection is done to benefit you and to help secure the full refund of your security deposit when you vacate the property. Please know that we do not want to keep your security deposit. As long as, the property is left in the same condition when you move out as when you moved in, minus normal wear and tear, we will refund your security deposit in full. This process helps determine and identify items out of the ordinary. If you do not schedule your Move in Inspection within the first 10 days of your occupancy, you will waive your rights to that inspection. If you do not schedule an inspection, you still must call this office to arrange for the sign and lock box to be removed and to have safety check performed.
- **Annual Inspection:** Your home will be inspected inside and outside once a year by our property inspector as per our agreement with the owner. During, or just prior to the designated month of the inspection, you will be contacted by a representative from our office to schedule that appointment.
- **Trip Charges:** Any unnecessary trips to the property or missed appointments by the resident will be billed to the resident a minimum of \$50 per trip.
- Air Conditioning: It is the resident's responsibility to change the filter monthly to save energy and to prevent damage to the system. If the A/C unit is not cooling, turn it off immediately. We will dispatch an HVAC contractor within a reasonable time frame. If you continue to operate the unit and damage the compressor you will be charged for its repair/replacement

and any other damage caused by Resident's negligence. Damage to the system from not changing the filter will also be billed back to the resident.

- Utilities: Resident must have, at minimum, gas, electricity, water, wastewater and garbage services on at all times. Electric and water must be kept on for at least 3 days after move-out to complete cleaning.
- Early Move Out: If property is unoccupied prior to the end of the lease term; resident must notify Management One in writing to not be considered abandoned. Resident must have property cleaned, all trashed removed, yard mowed and all keys/remotes returned to Management One within 2 days of property being unoccupied. Utilities must be on the duration of the lease and remain on for 3 days past the end of the lease term. Resident is responsible for yard maintenance for duration of the lease term at resident expense.
- Locks: Locks on doors are re-keyed between residents. If any of the doors or window locks becomes inoperable, notify us immediately. If you lock yourself out, you will be charged for entry, call for someone to come out and let you in.
- Smoke/Carbon Monoxide Detector(s): Check the batteries at least once a month; they are checked prior to move-in to ensure working order. It is the resident's responsibility to change the batteries upon failure of the battery or at least once a year. The resident is prohibited from disconnecting or removal of detectors.
- Appliance/Non-Real Property: Refrigerators, water softener/filters, washers, dryers, security systems, ceiling fans and garage door openers are courtesy items (if installed) and will not be the responsibility of the owner to repair should servicing be necessary. Should one of these items malfunction, the following events may occur: a) Resident may opt to repair the appliance at Resident's sole expense with Management One approval. Expenditures by Resident does not give Resident ownership rights to the item, without expressed written agreement; b) Owner may repair the item; c) Owner may remove the inoperable appliance from the property. Owner is under no obligation to replace any of the above items if they subsequently become inoperable.
- Home Owners Association/City Ordinance: Resident must follow any Home Owners Association rules and regulations and City Ordinances affecting the Property. Resident is responsible for obtaining a copy of these rules/laws for their use. If there are any fines associated with violations of rules, regulations or ordinances assessed against the Landlord at no fault of Landlord, Resident will be charged and reimburse Landlord immediately for any fines and/or fees/charges assessed.
- Vehicles/Parking: Some neighborhoods have very strict rules pertaining to vehicles parked on the property. Resident is responsible for checking with the City Ordinance or Home Owner's Association Rules if it is allowed. Only 2 vehicles can be parked in view at property at all times unless prior approval from Management One is given. Any visitors who have a vehicle and

stay more than 14 consecutive days in any 6-month period must notify Management One in writing for permission. Do not park on the grass, sidewalk or patio areas. Any vehicle leakage stains on parking areas must be cleaned and maintained immediately. Any vehicle located at the property must have a current state licensing tags. Boats, R/Vs, trailers and campers must be garaged or may not be allowed as per government agency and/or Home Owner's Association Rules. Inoperable vehicles are not allowed. Any abandoned vehicles left at property will be towed at resident's expense.

- **Smoking:** Smoking is **not allowed** inside the leased property unless Management One has given written permission.
- Paint: Do not paint without Management One's written permission.
- **Pilot Light:** Resident is not to light pilot lights on stoves, water heaters and furnaces. Resident is advised to call the local utility company for a technician to light all pilot lights.
- **Pest Control:** In the event pest control is needed due to insanitary conditions caused by resident the Management One will elect to schedule treatment and bill the resident for expenses.
- **Trash Cans:** You must move trash receptacles out of view after trash pickup. Trash/garbage, interior furniture, wood, metal containers, appliances, tools or items/materials deemed unsightly by Management One or Home Owner Associations will not be left in the yard.
- **Buying a Home:** We would be happy to assist you in purchasing a new home. Please discuss options with your manager before the term of your lease expires.

All Residents do hereby agree to abide by the policies established by Management One. The term Resident shall mean all occupant(s) in property.

Resident	Date
Resident	Date
Management Company	Date

Types of Turbulences

Let's start with the Resident (Our customer):

- 1. They lose their job or have to move before their lease is up for personal or business reasons.
- 2. Does not keep scheduled appointment with repairman.
- 3. Does not keep their appointment with company's property inspector.
- 4. Cannot pay their rent on time.
- 5. They do not take care of the inside of property as agreed.
- 6. Monthly exterior inspections find resident is not taking care of landscaping properly.
- 7. They get a dog after they move into the property that does not allow pets.
- 8. Late fees aren't paid immediately when owed.
- 9. Repair is resident's expense but owner has to pay repairman first and then get reimbursed.
- 10. Resident vacates and owes more than security deposit being held.
- 11. Doesn't comply with all CC&R's (covenant, conditions and restrictions) in association governed communities.

Owner of the Property (Our client):

- 1. Owner does not send in funds timely to Management Company for repairs.
- 2. Delays the projected move out date by not moving out on time as agreed on contract.
- 3. Did not complete the repairs agreed to in contract when doing their own work before resident moves in.
- 4. Fails final inspection by Management One resident scheduled to move in.
- 5. Owner has to sell due to unforeseen situations.
- 6. Does not tell us the home is in foreclosure when we first sign contract to bring on a property.

Repairman/Sub-Contractors:

- 1. Repairman does not call within 24hours to set appoint to come out to fix the item due to their schedule.
- 2. Resident moves in and you get charged for more work orders after you just paid for rehabbing the house when it was vacant.
- 3. Repairman does not show up for a schedule appointment.
- 4. Parts have to be back ordered.
- 5. Repairman does not return to finish the job when they said they would.

The Management Company

- 1. Have no control over owner's actions or lack of action.
- 2. Have no control over residents' actions or lack of action
- 3. Property takes longer to rent than originally expected.
- 4. Maintenance items not resolved quickly enough.

Emergency Guide

We have provided this handy guide so you can see exactly where to re-set or turn things off in case of emergencies.

- 1. We ask that you follow the procedure outlined first.
- If, after you have followed the procedure, it still does not take care of the problem, place a work order online, or if an emergency, please call our emergency line <u>951-660-6216</u>. (Please note unfortunately a \$100 FINE will be assessed for call that are not true emergency calls)



Breaker Box If a socket quits working or a light won't come on, ALWAYS TURN THESE ON AND OFF FIRST. It should reset itself



Kitchen Faucet If your faucet continues to run or if you have a leak under the sink, TURN THIS OFF and place a maintenance request



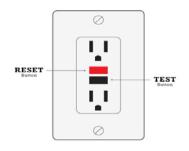
Main Water Running water inside or outside, SHUT OFF THE WATER HERE, THEN CALL MANAGEMENT COMPANY





Gas Shut Off In case of an earthquake or gas leak, SHUT THIS OFF IMMEDIATLEY.





GFI Switch If an outlet stops working, PUSH THE RED RESET BUTTON. Outlet should reset itself.



Toilet If a toilet is over flowing, TURN OFF THIS VALVE and then plunge your toilet. Can't clear the line, place a maintenance request.

Sprinklers

You can manually turn on your sprinklers, should the timer stop working. **TURN THE SMALL BLACK SCREW**. Place a maintenance request. DON'T STOP WATERING

Garbage Disposal

In most cases, PRESSING THE RED RESET BUTTON will correct the problem. The button is located on the bottom of the disposal.

Welcome to your new Home!

I want to thank you for working with Management One. We know you have many choices in property management companies and we very much appreciate your business.

Now that the leasing process is over, I wanted to provide you with contact information that you might need for issues that may come up during your time with Management One.

FOR ANY AND ALL MAINTENANCE ISSUES:

Use your online portal to submit maintenance requests

Thank you again!