



### Agreement to Rent or Lease

This Agreement is made and entered into on this day \_\_\_\_\_ between **HILL PROPERTIES** ("Landlord") and \_\_\_\_\_ Resident(s)"  
(see names listed below)  
Subject to the terms and conditions below, Landlord rents to Resident, and Resident rents from Landlord, for residential purposes only, the Premises known as: 1521 Nord Avenue #1 Chico, CA 95926.

**Landlord and Resident mutually agree as follows:**

**1. TERM.** The term of the rental shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at which time the lease shall terminate with further notice. A "month to month" tenancy shall be created only if Landlord accepts rent from Resident(s) thereafter. **2. RENT.** At Move In \$ \_\_\_\_\_ shall be due as rent for the period from the Move In date to the first of the following month. Thereafter, Resident shall pay to the Landlord the Monthly rent of \$ \_\_\_\_\_ in advance, on or before the 5th day of each month without deduction or offset. If this day falls on a weekend or legal holiday, rent is due on the next business day. Rent will be paid directly to or mailed to **Nord Gardens, 1521 Nord Avenue #1, Chico, CA 95926**. The acceptable form of payment will be: check, cashier's check or money order.

**3. SECURITY DEPOSIT.** Resident(s) shall pay to the Landlord, the sum of \$ \_\_\_\_\_ payable prior to occupancy, as a deposit to secure Resident's performance of the agreements contained herein. No part of this deposit is to be considered as an advance payment of rent, including last months' rent, nor is it to be used or refunded (whole or in part) prior to the leased premises being permanently and totally vacated by all Residents unless with the consent given by the Landlord. After Resident has vacated the premises, Landlord shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by the Landlord. Landlord may withhold only that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises to include repainting, but exclusive of ordinary wear and tear, (c) to remove trash and clean the premises to meet Landlord's re-rental standards, as provided by law, or (d) to have the carpets professionally cleaned upon termination of the tenancy, unless Resident has/have arranged to have carpets professionally cleaned no more than 48 hours prior to termination of the tenancy. Professional cleaning does not include use of a rented carpet-cleaning machine by Resident. Resident(s) understand that the carpets were professionally cleaned prior to occupancy by Resident. The unused portion of this deposit shall be returned to Resident without interest, according to law.

**4. UTILITIES.** Resident shall pay for all utilities, services, and charges, except Garbage and Landscaping.

**5. OCCUPANCY.** Premises shall be used as a private residence for the Residents listed herein and by no other persons for any other reason:

Resident Name	Current Phone Number	Current Email Address

Guests may not stay more than 14 consecutive days in any six-month period without the prior written consent of Landlord. Should the Tenants wish to add an extra person onto the existing lease, the prospective Tenant will be required to complete and submit an Application to Rent and Personal Guarantee form (if required) prior to approval by the Landlord. If an additional person is added to the lease agreement, Tenants agree to pay the additional monthly rental charge of \$150.00 or to pay increased total rental rate of \$ \_\_\_\_\_ whichever is greater) AND an additional security deposit amount of \$ \_\_\_\_\_ PER ADDITIONAL TENANT. IF THIS SECTION IS VIOLATED, and Tenants keep either an additional renter or animal on the premises without the written permission from the Landlord (regardless of who allowed the additional occupant to move in, or who owns the animal) it will be assumed by the Landlord that the additional occupant/animal was residing on the property from the first day of the original Lease-Rental Contract and an additional rental fee of \$150.00 per month or the additional rental rate of \$ \_\_\_\_\_ (whichever is greater), will be charged from the beginning of the lease term. Any tenant who signs a contract and/or extension of a contract and allows a person to move in, who has not signed the Lease agreement or extension and has not submitted an approved Personal Guarantee, understand that those who signed the lease or extension take full responsibility for that person, additional monthly rent and fees, as described above, incurred as a result.

Initials: \_\_\_\_\_



**6. LATE CHARGE/RETURNED CHECK/SERVICE CHARGE.** Resident acknowledges that Landlord will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or practicable to ascertain. **Payment will be applied to charges which become rent in the order accumulated**

a. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a **Late Charge of \$50.00** as additional rent. If Landlord elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Landlord does not waive the right to insist on payment of rent in full on the day it is due.

b. In the event Resident's check is dishonored by the bank, Resident shall pay a **Returned Check Charge of \$50.00** as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Landlord may require future payments to be in a form other than a personal check in the event of a returned check.

c. Tenants agree to pay a **\$30.00 service charge** for each 3-Day Notice to Pay Rent or Quit that is served in order to collect late rent, or if the Landlord or Landlord's Agent serves a 3-Day Notice to Perform Covenant or Quit in the event that the Tenants are in breach of contract.

d. All unpaid charges or any fees owed by Tenant, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape/pool repair and maintenance bills will become additional charges at the beginning of the month after the Tenant is billed. Tenant's failure to pay the full amount for a period may result in the initiation of eviction proceedings. If the month's rent payment submitted is less than the agreed amount (even \$5.00) a late fee charge may be applied by the Landlord. Landlord's acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of Tenant, nor as an extension of the date on which rent is due. Landlord reserves the right to exercise of any other rights and remedies under this Agreement or as provided by Law. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenants failure to timely pay rent (including reporting late payments to consumer reporting agencies).

**7. ACCEPTANCE OF PREMISES.** Resident has inspected the premises, furnishings, equipment and all plumbing, heating and electrical systems are operative and deemed satisfactory, unless otherwise noted on the Move in Inspection sheet.

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

**9. ANIMALS / WATER FILLED FURNITURE.** No animal, pet or water filled furniture shall be kept on or about the premises without the prior written consent of the Landlord. **IF THIS SECTION IS INITIALED**, and Tenants keep an animal on the premises without the written permission from the Landlord (regardless of who owns the pet) it will be assumed by the Landlord that the animal was residing on the property from the first day of the original Lease and an additional rental fee of **\$150.00 per month** will be charged. Tenants will be responsible for all additional back rent for the unauthorized animal and all animal related damages. Guests' animals **are not allowed**, no matter how short their stay will be.

**10. SECURITY.** Resident acknowledges that Landlord has made no representation that the property is a "secure" complex, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Landlord's property and are not warranties of protection nor are they specifically provided for the protection of the Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons or events occurring on or about the general premises.

**11. QUIET ENJOYMENT / USE.** All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Tenants are subject to a \$250.00 fine for party or noise violations that require Landlord interference and any fines levied by the City of Chicago or Chicago Police under the new Party Ordinance. Fines may be assessed on individual or multiple apartments depending upon level of participation. Violation of the above decrees or any of the like decrees described in the attached Rules and Regulations is considered a **non-curable breach** of this agreement and may result in immediate eviction of all Tenants.

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

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



**PLUMBING.** Tenants shall be responsible for any and all damage done to the apartment that is caused by Tenant negligence or improper use, including, but not limited to the following: (1) costs of repairs due to waste pipe or drain clearances, (2) any damage other than normal wear and tear to the garbage disposal, or for the removal of any foreign objects found in the disposal, or for damage done by foreign objects to the disposal. Facial tissue, disposable diapers, paper towels, sanitary napkins, feminine hygiene products, and plastic items are not to be flushed down the toilets, as they may cause stoppage of the sewer lines. Do not pour grease down kitchen sinks. If it becomes necessary to request plumbing service, there is a **minimum** charge of \$55.00.

**REKEY/LOCK REPLACEMENT.** The following is a schedule of charges for rekeying or replacement of such items: REKEYING LOCKS: Any entry door or mail box lock (\$55.00 ea); REPLACEMENT KEYS: pool key (\$100.00); Copy of entry door key or mail box key (\$15.00)

**14. RIGHT OF ENTRY.** Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Landlord or Landlord's agents shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Landlord shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Landlord free and harmless for such entry.

**15. VEHICLES AND PARKING.** Landlord reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parking in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, operable, and currently registered.

**16. SUBLEASING / ASSIGNMENT.** Resident shall not sublet any portion of said premises nor assign this Agreement, without prior written consent of Landlord. Any such action, without prior written consent is void.

**LEASE ASSUMPTIONS.** In the event that it should be necessary for a Resident to secure a replacement resident, a **Lease Assumption Fee** will be assessed in the amount of **\$50.00** for each vacating Resident. That fee is to reimburse Hill Properties for the administrative cost in providing for the Lease Assumption. The Lease Assumption fee does not include any advertising or related costs that may be incurred in securing a replacement resident. Residents acknowledge and understand that they remain responsible for the full contract rent until such time as a replacement tenant is approved and all required documents and payments are completed, received and written consent is provided by Landlord and the remaining Tenants.

**17. PEST CONTROL.** Tenants are required to report all pest sightings – including bed bugs – to the Landlord immediately. To prevent the spread of bed bugs and other pests, it is recommended that the tenant's mattress and box spring be covered with a synthetic encasement/cover. Upon demand by Landlord and pest control services are required, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. Tenants agree to accept financial responsibility for inconvenience charges related to missing previously arranged appointments. Tenants are prohibited from obtaining furniture from dumpsters or other unknown sources where bed bugs could live and unknowingly be brought into the unit to proliferate. Tenants may be held financially responsible for required services should it be determined that the infestation was caused by the violation of the above guidelines, negligence or misuse of the premise by the Tenant.

**18. LIABILITY / DAMAGE RESPONSIBILITY.** Resident agrees to hold Landlord harmless from all claims of loss or damage to property and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guest or invitees, or occurring on the premises rented for Resident's exclusive use. **Resident expressly absolved Landlord from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other cause beyond the reasonable control of Landlord.** This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, Landlord shall give the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Landlord shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Resident's negligence. **Resident is strongly advised to carry a standard renter's policy** or as an alternative, warrants that they will be financially responsible for losses not covered by Landlord's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Landlord.

Initials: \_\_\_\_\_

**19. TERMINATION: CLEANING / REPAIRS.** Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Landlord shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Landlord's services, shall be deducted from Resident's security deposit. If Landlord is required to perform any repair or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Landlord any additional sums necessary to pay all such charges in full.

**HOLDING OVER.** If this Agreement is on a month-to-month basis, at least 30 days written notice must be given to Landlord if Resident intends to vacate the premises. If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month basis upon the expiration date of the Fixed Term Lease. Either party may terminate the Fixed Term Lease **on or after the expiration date** by at least 30 days written notice. In the absence of any written communication between the parties, the residency shall continue on a month-to-month basis including any changes, i.e. rent adjustments, having been made by Landlord with property written notice.

**20. DEFAULT.** In the event of a default by Resident, Landlord may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Resident's



rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All damages herein are cumulative.

**21. ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION.** Any such arbitration shall be held and conducted in the city in which the premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for the arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen or become known; b) A demand for arbitration be made after the date that institution of legal or equitable proceedings based on such matter would be barred by the applicable statute of limitations; c) The arbitrators jurisdiction extends to all punitive damage claims and class actions; d) Each party to bear their own respective fees and costs relative to the arbitration process; e) All administrative fees and costs, including but not limited to the arbitrators fees relative to the arbitration process shall be borne equally by both Landlord and Resident, and such fees and costs must be advanced prior to the arbitration; f) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Landlord's rights in the event of Resident's breach or default under this agreement, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the State of California.

**22. ATTORNEY'S FEES / WAIVER OF JURY TRIAL.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to any other relief, reasonable costs and attorney's fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed \$500 to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, LANDLORD AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREUNDER.**

**23. MEGAN'S LAW.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

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

**25. NOTICES AND COMMUNICATION:** All communication between Landlord and Tenant shall be done in writing using postal mail or **electronic mail (Email)**. Email is considered a mechanism for official communication between Tenant and Landlord. The Landlord and the Tenants have the right to expect that such communication will be received and read in a timely fashion. The standard mail address for Hill Properties is [info@hill-properties.com](mailto:info@hill-properties.com). Both parties agree provide up to date email addresses for such communication and agree to notify either party of any change to this information in writing within 7 days of the change.

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**26. GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced in writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of the Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure of the benefit of their heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

**27. MOLD.** It is our goal to maintain the highest quality living to our residents. Therefore, know that the Landlord/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit it can cause mildew and mold to grow. It is important that residents regularly allow air to circulate in the unit. It is also important that residents keep the interior of the unit clean and that they promptly notify the Landlord/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- Resident agrees to keep the unit free of dirt and debris that can harbor mold.
- Resident agrees to immediately report to the Landlord/Agent any water intrusions, such as plumbing leaks, drips, or "sweating" pipes.



**27. MOLD. CONT**

- Resident agrees to notify Landlord/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- Resident agrees to report to the Landlord/Agent any significant mold growth on surfaces inside the unit.
- Resident agrees to allow the Landlord/Agent to enter the unit to inspect the necessary repairs.
- Resident agrees to use bathroom fans while showering and agrees to report any non-working fan to the Landlord/Agent.
- Resident agrees to use exhaust fans whenever cooking, dishwashing, clothes washing, or cleaning.
- Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior wall.
- Resident agrees to clean and dry any visible moisture on windows, walls, and other openings in the premises to prevent outdoor water from penetrating into the interior wall.
- Resident agrees to notify the Landlord/Agent of any problems with the air conditioning or heating systems that are discovered by the resident.
- Resident agrees to indemnify and hold harmless the Landlord/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees that the Landlord/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

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**28. SMOKE/CARBON MONOXIDE DETECTOR.** The premises(s) is (are) equipped with smoke/carbon monoxide detection device(s) was (were) tested and its operation explained by the Landlord or Agent for Landlord in the presence of Resident(s) at the time of initial residency and the detector(s) was (were) operating properly at the time the premises(s) is (are) equipped with smoke/carbon monoxide detection device(s)

- Resident(s) acknowledges the smoke/carbon monoxide detection device(s) was (were) tested and its operation explained by Landlord or Agent for Landlord in the presence of Resident(s) at time of initial residency and the detector(s) was (were) operating properly at that time.
- Resident(s) shall perform the manufacturer's recommended test at least once per week to determine if the smoke/carbon monoxide detector(s) is (are) operating properly.
- Each Resident understands that the said smoke/carbon monoxide detector(s) and alarm is battery-operated, and it shall be each Resident(s) responsibility to:
  - a. Ensure that the battery is in operating condition at all times;
  - b. Replace the battery as needed (unless otherwise provided by law); and
  - c. If, after replacing the battery, the smoke/carbon monoxide detector(s) does (do) not work, to inform the Landlord or Agent for Landlord immediately.
- 4. Resident(s) must inform Landlord or Agent for Landlord immediately in writing of any defect, or malfunction failure of any detector(s).
- 5. In accordance with California law, Resident(s) shall allow Landlord or Agent for Landlord access to the rental unit to inspect the smoke/carbon monoxide detectors and alarm as otherwise provided by Civil Code 1954.

Initials: \_\_\_\_\_

**29. RULES AND REGULATIONS:**

The following rules and regulations are necessary to assure your comfort and protection while living here. Landlord may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC & R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this Agreement. Resident shall comply with any valid order of the Association and shall pay to Landlord any charge assessed by reason of Resident's breach.

**UTILITIES:** Tenants are responsible for the transfer and payment of utilities and services as described in the lease agreement. To avoid interruption in service and usage charges to your lease account, contact to the appropriate utility vendors within 24 hours of the beginning of your lease to establish accounts in your name.

**GARBAGE:** Dumpsters for garbage are located in the parking lot. Lids should remain closed to prevent garbage from accumulating on the ground. It is not acceptable to put trash outside the trash containers, and cartons must be crushed and/or cut up and put inside the containers. Tenants are not allowed to collect and/or store recyclables in patios or balconies. No furniture should be set in or at the dumpster site. Tenants will be charged for any hauling away of mattress and furniture. Tenants agree to not place hot coals or briquettes in the garbage container or dumpster

**SATELLITE:** Satellite dishes may not be installed on the building roof, on the exterior of the building, or in any common areas. Satellite dish installation must not penetrate the roof, siding, or any exterior walls. **All installations require prior permission from Landlord.**



**VEHICLES/PARKING:** Vehicles should be parked in the appropriate areas. Do not block driveways or access areas. Please do not park in an assigned spot that is not your own. Trailers, boats, etc. may not be parked on property without management approval. All parked vehicles must be in running condition with no broken windows, flat tires, etc. Motorbikes are not allowed inside or directly in front of the units. Auto repair is not allowed in the parking area. If any parking rules are violated, cars may be towed at the Landlords' expense.

**PARTIES/ALCOHOL:** NO KEGS ALLOWED on property any time. Anyone in possession of a Keg(s) will be subject to a 3-Day Notice to Comply. NO PARTIES are permitted. It is your responsibility to control your conduct and that of your guests to ensure your neighbor's rights and comforts are not jeopardized. A minimum of noise will be tolerated between 10:00 p.m. - 8:00am. No more than 10 guests per apartment will be allowed. Any gathering involving more than two apartments and exceeding a total of 20 guests is prohibited. **No kegs** or live bands allowed. The consumption of alcoholic beverages is prohibited in lawn areas, parking lots or pool areas. Tenants will be held liable for any and all damages to the property and for any other type of legal complaints filed against the **PARTIES/ALCOHOL:** Landlord associated with any type of gathering. Tenants are subject to a \$250.00 fine for party or noise violations that require Landlord response and any fines levied by the City of Chico or Chico Police under the new Party Ordinance. Fines may be assessed on individual or multiple apartments depending upon level of participation.

**NOISE:** Musical instruments, radios, stereos, and television are to be used no louder than is necessary for them to be heard in the immediate unit or vehicle. Loud and boisterous activity is prohibited at all times.

**GUESTS:** If you are planning to have guests or visitors staying beyond 14 consecutive days, please obtain authorization from the resident manager or main office. Please inform your guests to park in the designated areas, not in any assigned tenant's parking spaces.

**PATIO/BALCONIES/Common AREAS:** Residents shall not hang clothing, curtains, towels, banners, signs, etc. outside of any window or ledge of balcony. Charcoal or wood-burning grills or fire pits are prohibited from being used on the premises and/or stored under stair cases or under balconies. Storage, of any kind, under exterior eaves, around the exterior of the buildings, apartment access, and water heater closets. Tenants may not store couches, recliners or any other stuffed or inside furniture, tables, plywood, outside the dwelling. Only furniture specifically designed and sold for outdoor purposes is allowed in outdoor/common areas. Tenants will be issued one request for removal of such items. If the tenants do not comply with the removal request, the Landlord will remove and dispose of the item(s) at the tenants' expense. Clean up of residents' trash, including cigarette butts, by Landlord will be billed to the applicable unit.

Open alcohol containers are forbidden in all outside areas. Please keep recreations areas clean and free of garbage and litter. All guests must be accompanied by a resident while using recreational areas and children must be properly supervised by an adult at all times.

**GROUNDS-LAW & SHRUB AREA:** Please notify management if you see a broken sprinkler head or one that needs adjusting. NO PARKING WILL BE ALLOWED ON ANY LANDSCAPED AREAS, even when moving furniture in or out of the unit. Please keep the lawn and shrub areas free of litter and debris.

**BICYCLES:** Bicycles can either be kept on the back patios, in garages (where applicable), or at the provided bike racks. Bikes may not be stored in common areas or stairwells.

**ALTERATIONS:** Structural changes to the unit are not allowed. Contact paper or lining material, which contains a self-adhesive backing, is not permitted on shelves or in drawers. Repair or placement of hooks, nails, etc., on walls or cabinets will be charged to the tenant upon move out.

**WALLS:** All wall hangings must be secured with regular picture hangers. Any nail or other holes left by tenant will be charged to tenant upon move out. Absolutely no painting is allowed. If you have areas that need painting, please advise the resident manager. Do not repair your walls upon move out, you may be charged additional to repair the repairs you have made.

**WINDOWS:** Windows are the responsibility of the resident. If any window in your unit is damaged, it should be replaced within 72 hours at tenant's expense (no matter the cause of the damage). Please do not place bottles, stickers, decals, etc. in the windows. Also, foil window covers or any like substance are not permitted.

**ELECTRICAL:** Do not place electrical cords under carpeting or through any crawl spaces. Also, do not use extension cords for any constant length of time. Light bulbs will be provided when you move in, but must be in working order when you move out. You will be charged for the replacement of any non-functioning light bulbs upon move out.

**PLUMBING:** Facial tissue, disposable diapers, "wet strength" paper towels, sanitary napkins, feminine hygiene products, and plastic items are not to be flushed down the toilets, as they may cause stoppage of the sewer lines. Do not pour grease down kitchen sinks. If it becomes necessary to request the services of a plumber, you may be responsible for the charges incurred.

**\*MAINTENANCE:** Report any maintenance needs **promptly** by using the login and password provided by Hill Properties for **LANDPORT.NET**. Tenants must designate a **PRIMARY CONTACT**. This **PRIMARY CONTACT** will receive communication and



updates through Landport about requested work, scheduling of appointments, entry request, etc, and must agree to pass this information onto to the other members of the household when necessary. FOR AFTER HOURS MAINTENANCE EMERGENCIES ONLY please call 530-521-9212. Remember this number is for **emergencies** only. Any unauthorized maintenance work performed by another company or individual may not be reimbursed, and tenants will be charged for any related corrective work required.

**TRESPASSING or DANGEROUS ACTIVITY:** Residents are not allowed under any circumstances, to trespass in areas or on any structures of the property that are not directly rented by that tenant or are not common areas of the property. Specifically, residents are not allowed to climb on the exterior walls or roofs of any building on the property; nor can they climb on any fence that is on or lining the property. This includes any other area that would not be considered a normal common area of the property. In addition, it includes any activity that may be considered dangerous to the resident or damaging to the property.

**PROPERTY INSURANCE COMPLIANCE:** Residents may not be involved in any activity or behavior that is not allowed by the property's insurance carrier. Nor may residents be in possession of any item that is not allowed by the property's insurance carrier. This can be subject to change during the lease term, as instructed or stated by the property's insurance carrier.

**POOL RULES** (if applicable): All posted pool rules must be followed. No swimming, diving, or dangerous play in the pool area. Door to pool area MUST remain closed at ALL times. No lifeguard is on duty at the pool area. Pool area is closed between 11 pm and 7 am.

**OTHER:** Landlord, Management, and their representatives reserve the right to periodically examine the premises to insure that tenants and premises are in compliance with fire, and safety and cleanliness standards and to perform routine maintenance on the unit.

Initials: \_\_\_\_\_

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Resident acknowledges receipt of a copy of this agreement.

\_\_\_\_\_  
Resident Date Resident Date

\_\_\_\_\_  
Resident Date Resident Date

\_\_\_\_\_  
Resident Date Resident Date

**Nord Gardens Agent/Landlord:** \_\_\_\_\_ Date

**LEASE CHANGES (if needed):**

We approve changing our rent from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and the security deposit from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

Initials: \_\_\_\_\_

**ADDENDUM (if needed):**

Initials: \_\_\_\_\_