

**LEASE AND RENTAL AGREEMENT**

THIS LEASE AND RENTAL AGREEMENT is entered into on this day of \_\_\_\_\_, by and between \_\_\_\_\_ Apartments, hereinafter called **Landlord**, and

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

hereinafter called **Resident**, covering those certain Premises known as Apt.No. \_\_\_\_\_, at \_\_\_\_\_

**Apartments**, located at \_\_\_\_\_, hereinafter called **Premises**.

**1. TERMS:**

- a. The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_ at which time the lease shall terminate without further notice.
- b. A month-to-month tenancy shall be created only if Landlord accepts rent from Resident thereafter, and shall continue on a month-to-month basis until either party shall terminate the Agreement by giving written notice thirty (30) days in advance if (i) Resident has resided in the Premises for less than one year, or (ii) sixty (60) days in advance if Resident has resided in the Premises for more than one year, (iii) the Premises are being sold and the purchaser intends to occupy the Premises.

**2. RENT:**

Resident shall pay to Landlord without deduction or offset of any kind, as rent for the leased Premises the sum of \$0.00 for each calendar month of the term, payable on the first day of the month, except that rent for the first full calendar month shall be paid at the time of execution of this Lease by Resident. The initial rent for the first month of occupancy, if less than one full calendar month, shall be the prorated amount of \$0.00. Rent and all other charges due Landlord shall be payable to the manager/office at 3036 South Hoover Street #101, Los Angeles, CA 90007. Payment may be made by cashier's check or money order. The normal hours available to make payments in person are from 10:30AM to 6:00PM, Monday through Friday. If the Premises do not have an on-site manager/office, all rent should be delivered to [www.http://www.firstchoicehousing.com/Pay%20Rent/payrent.html](http://www.firstchoicehousing.com/Pay%20Rent/payrent.html).

**3. LATE CHARGE:**

Resident acknowledges that late payment of rent may cause Landlord to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on Landlord by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from Resident is not received by Landlord within 2 calendar days after date due, Resident shall pay to Landlord an additional sum of \$75.00 as a late charge which shall be deemed additional rent. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord may incur by reason of late payments. Acceptance of any late charge shall not constitute a waiver of Resident's default with respect to the past due amount, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

**4. SERVICE CHARGE:**

If Resident's check is returned by the bank for a lack of funds, Resident shall redeem such check with a cashier's check or money order. Resident agrees to pay a charge of \$75.00 for a dishonored check. Service charges shall be paid by Resident to Landlord as specified in Paragraph 2 above. In the event that Resident's check is returned for insufficient funds, Landlord may require Resident to submit future rent payments by money order or cashier's check upon serving Resident with a prior thirty (30) day written notice thereof.

**5. SECURITY DEPOSIT:**

Resident agrees to make a refundable security deposit of \$0.00 to the Landlord at the time this Agreement is executed. Upon termination of this Agreement, the deposit is to be refunded to the Resident within twenty-one (21) days except as may be used by the Landlord toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by the Resident or his/her family or guests, cleaning, and any rent or other charges owed, and to remedy future defaults by Resident in any obligation under the Lease including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear, and (e). The Landlord shall provide the Resident with an itemized statement of any security deposit retention.

**6. UTILITIES:**

Resident agrees to pay for all utilities and services based upon occupancy of the Premises:  Water  Trash  Cable  Electricity  Gas  Internet, which shall be paid for by Landlord. Prior to the commencement date of this lease, Resident shall take any and all action necessary to transfer utilities and services for which Resident is responsible for payment into Resident's name. Failure to comply with the requirements of this paragraph shall constitute a material breach of this Lease.

**7. KEYS:**

Resident acknowledges receipt of \_\_\_\_\_ keys to the apartment, \_\_\_\_\_ general access key, \_\_\_\_\_ mailbox key and \_\_\_\_\_ remote transmitter for entry to the parking facility if Resident operates a vehicle or for entry to the parking facility.

Initials: x \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**8. USE AND MAINTENANCE OF PROPERTY:**

The Resident shall not disturb, annoy, endanger or interfere with other Residents of the building or neighbors, nor use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises.

Resident shall keep the Premises in a clean and sanitary condition and shall comply with all laws and health and policy requirements with respect to the maintenance of the rented Premises. Landlord shall perform an annual unit inspection of apartment.

Resident shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits. Continued lack of proper maintenance or failure to maintain sanitary conditions will be grounds for termination of tenancy. Excluding ordinary wear and tear, Resident shall notify Landlord and pay for all repairs or replacements caused by Resident(s) or Resident's invitees' negligence or misuse. **Resident's personal property is not insured by Landlord.** In any event, including but not limited to a fire, water leaks, earthquake, acts of God, and theft, the Landlord is not liable for any loss or damage to Resident's property and possessions, including but not limited to; furniture, art, clothes, jewelry, money, toys, dishes, cars, electronic equipment and valuables. Landlord does not have insurance which covers any of the Resident's possessions. Resident acknowledges that Landlord's/Owner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of other causes, nor shall Landlord/Owner be held liable for such losses. It is strongly recommended that Resident should purchase Renter's insurance at their own expense sufficient to protect themselves and their property.

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Resident shall promptly notify the Resident Manager of any condition requiring repairs. The Resident shall furnish to the Resident Manager a Work Order for the purpose of requesting repairs in the apartment unit. It is the Resident's responsibility to immediately notify the Resident Manager of an emergency in the unit or on the Premises so that it can be corrected without delay.

**9. ASSIGNMENT AND SUBLETTING:**

The Resident shall not assign this Lease or any interest in it, let or sublet all or any part of the Premises, give accommodation to any roomers or lodgers or permit the use of the Premises for any purpose other than as a private dwelling solely for the Resident and household as listed in this Agreement. The Resident shall not permit any guest to live at the Premises in excess of 14 days in any six-month period unless prior written consent is obtained from Landlord.

Only those persons who are signatures to this Agreement and members of their family listed on the Resident's Application may occupy the Premises rented herein as permanent Residents.

**10. MULTIPLE TENANTS:**

If there is more than one Resident:

- a. any Resident may give notice to Landlord as provided for by this agreement and such notice shall bind all other Residents;
- b. any notice to be given by Landlord to Resident pursuant to this agreement may be given to any such Resident and such notice shall bind all other Residents;
- c. no deposit shall be refunded by Landlord if less than all Residents vacate the Premises and any refund of the deposit shall be made to the last remaining Resident or Residents, including any Residents who are hereinafter added to this Lease, left in possession; and
- d. each Resident shall remain bound to all the terms and conditions of this Agreement until this Agreement is terminated or unless a Resident is released by Landlord in writing.

It is the responsibility of multiple Residents to make arrangements between themselves as to deposits or other fees paid by them jointly to Landlord if less than all such Residents vacate the Premises without termination of this Agreement. Landlord shall make the refund of any amounts owing to Resident under this Agreement by joint check to the remaining Residents.

**11. EXAMINATION OF PREMISES:**

1. Resident acknowledges that Resident has thoroughly examined the Premises and all personal property situated therein, and that no statements or representations not herein expressed as to the past, present or future condition or repair thereof, or of any building of which Premises is a part have been made by or on behalf of Landlord. By taking possession hereunder, Resident acknowledges that the Premises is ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted in the Apartment Move-In Inspection Report, a copy of which shall be given to Resident at the time of move in. The Resident has been given the opportunity to accompany the Resident Manager to inspect the Premises. Resident's signature on the Apartment Move-In Inspection Report acknowledges that the form accurately shows the condition of the Premises at the time of move in.
2. The Resident agrees to surrender the Premises (including keys) to the Landlord at the end of occupancy in as good a condition as when received, reasonable wear and tear excepted.

**12. ENTRY:**

Landlord will have the right to enter the Premises as allowed by law.

Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when the Resident has abandoned or surrendered the Premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless entry is due to an emergency, surrender or abandonment of the unit, or to exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection. In an emergency, or if the Resident has abandoned the Premises or surrendered the Premises, Landlord, authorized agent or representative may enter the Premises, at any time, without prior permission from Resident.

**13. CARE AND MAINTENANCE:**

Resident agrees to keep the Premises clean, in good order and repair, free of trash and 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. Except as provided by law, the Resident without the Landlord's prior written consent shall do no additions, improvements, repairs, decorating or alterations, including but not limited to television satellite dishes. Satellite dishes and antennas are restricted without Landlord's prior written permission from installation on all outside walls, roofs, windowsills, common-area balconies and stairwells. In addition at Landlord's request, Resident shall provide Landlord indemnification liability and insurance. In the event the Resident turns the water valve(s) on and no water flows, Resident must turn the valve(s) off immediately in order to avoid water overflowing. With the above understood and agreed to, it is hereby understood and agreed that in the event Resident does not comply by turning off the faucet(s) and there is damage to Resident's apartment or any other apartment or property due to water overflowing from Resident's apartment, Resident shall be completely responsible to pay all cost for repair of said damage. It is understood and agreed that the Resident shall report to the manager the need of any repairs in the above-described apartment as soon as the Resident is aware of the need to make said repairs. In the event Resident does not report said needed repairs, as stated in this Article, Resident shall pay all cost involved including, but not limited to the cost of said repair or, the cost to repair any damage in Resident's apartment or any other apartment due to not having the repair completed in a timely manner, as well as any other costs. Resident must keep the Premises, including but not limited to the interior and exterior, the patios, the balconies, the door areas, in a reasonably clean and neat condition at all times. No trash containers, sacks, brooms, mops, clothing or anything may be left outside the Premises. Resident shall not use or have in the Premises any equipment, including but not limited to washing machines, drying machines, dishwashers, etc., without written consent and authorization of the Landlord.

**14. WATERBEDS AND ANTENNA:**

Resident agrees to comply with all requirements and conditions of Civil Code Section 1940.5 in connection with the use of a waterbed or other beds containing a liquid filling material on the leased Premises. In addition to imposing installation, maintenance, inspection, and use requirements, Civil Code Section 1940.5 permits Landlord to require, and Landlord hereby does require, that Resident obtain, before installation of a waterbed or other bed with liquid filling material, a valid waterbed insurance policy or certificate of insurance for property damage. The policy shall be written for no less than \$100,000 of coverage, shall be maintained in full force and effect until the waterbed is permanently removed from the leased Premises, and shall cover (up to the limits of the policy) the replacement value of all property damage, including loss of use, incurred by Landlord or any other person or entity and caused by or arising out of the ownership, maintenance, use, or removal of the waterbed. Landlord may require Resident to produce evidence of insurance at any time. The carrier must give Landlord 10 days prior written notice of cancellation or non-renewal of insurance. Resident shall not permit any external antenna to be installed on the exterior of the leased Premises other than satellite dishes as allowed by law. Landlord will permit Tenant to install a satellite dish for personal, private use on the Premises under the following conditions:

- The satellite dish must be 80 cm (31 in) or less in diameter;
- The satellite dish may only be installed in the rental unit in areas within the Resident's exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways;
- The satellite dish must be installed on a stand alone tri-pod;
- Resident may not make physical modifications to the Premises and may not cause physical or structural damage to the Premises. No holes may be drilled through exterior walls or the roof.
- Resident must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal of the satellite dish. Resident will indemnify, defend and hold Landlord harmless for any damage or injury resulting from breach of Resident's obligations, including paying Landlord's attorneys fees and costs;
- Resident is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the apartment unit will provide a suitable location for receiving a satellite signal.

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**15. TRANSFER OF RENTAL AGREEMENT:**

Resident understands that should the complex be sold or transferred the Lease Agreement will be transferred to the new Landlord.

**16. RENTAL AGREEMENT TERMINATION - NATURAL DISASTER:**

Landlord shall not be liable if, because of fire or other disaster, the Premises becomes uninhabitable. In such case the Rental Agreement may be terminated by Landlord, at Landlord's option, unless the building can be repaired or rehabilitated within thirty (30) days, or unless the damage was caused by Resident or Resident's guests, or household members.

**17. ABANDONMENT OF UNIT AND PERSONAL PROPERTY:**

The Landlord may give a notice of belief of abandonment to the Resident only where the rent on the property has been due and unpaid for at least 14 consecutive days and the Landlord reasonably believes that the Resident has abandoned the property. The date of termination of the lease shall be specified in the Landlord's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail.

**18. ATTORNEY FEES:**

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, not to exceed \$500.00. 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 COSTLY, 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 HEREIN.

**19. 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 conditions 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 fifteen days, then the presiding judge of the Superior Court of the county in which the arbitration is to be conducted shall appoint such arbitrators. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject however, to the following: a) any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) the arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) each party to bear their own respective fees and costs relative to the arbitration process; d) 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 all such fees and costs must be advanced prior to the arbitration; e) 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 Lease, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the State of California.

Initial: x [REDACTED] [REDACTED] [REDACTED]

**20. WAIVER OF AGREEMENT PROVISIONS:**

Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any prior claimed breach by Resident of any term, covenant or condition of this Agreement regardless of Landlord's knowledge of such prior existing breach at the time of acceptance of such rent.

Any payment by Resident or receipt by Landlord of a lesser amount than the stipulated rent shall be applied on account of the amount earliest due. The Landlord may accept any payment without prejudice to the Landlord's right to recover any of the sums due from Resident or pursue any other remedy provided in this Agreement, regardless of any endorsement or statement accompanying such payment.

Any acceptance of money by Landlord from Resident after the termination of this Agreement or after the expiration of the Three-Day Notice to Pay Rent or Quit or after the service of any other notice, or the commencement of any suit or after final judgment for possession of the apartment after forfeiture of the Agreement shall not renew, reinstate, continue, or extend the term of this Agreement or affect any such notice, demand or suit.

**21. SUBORDINATION:**

This Agreement is subordinate to all recorded covenants, conditions and Deeds of Trust which may now or hereafter affect the property of which the building forms a part and to all modifications thereof.

**22. APARTMENT HOUSE RULES:**

The House and Ground Rules attached hereto are made a part of this agreement and Resident agrees to abide by each and all such rules and by an amendment thereto of which Resident is properly notified in writing as provided in Paragraph 27 of this Agreement.

**23. PETS:**

RESIDENT HEREBY COVENANTS AND AGREES THAT NEITHER HE/SHE NOR ANY OCCUPANT OF HIS/HER APARTMENT WILL PERMIT, KEEP, HARBOR, OR BRING UPON THE DEMISED PREMISES OR THE COMMUNITY GROUNDS ANY ANIMAL OR PETS OF ANY KIND WHATSOEVER WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD. Resident further agrees not to allow or permit occupants, guests, invitees or licensees to bring any such animals of any kind into or upon the leased Premises or the community grounds. In the event a pet is permitted and said pet causes property damage, personal injury or death to an individual upon the Premises or community grounds, Resident shall be solely responsible therefore and shall fully indemnify Landlord for all costs, judgments, damages, awards and attorney's fees caused as a result thereof. In the event Landlord grants permission for Resident to keep a pet upon the Premises nothing herein shall prohibit Landlord from charging a pet fee, in addition to the rent set forth herein.

**24. PESTCONTROL/FUMIGATION/EXTERMINATION:**

Upon service on the Resident of a ten (10) day notice by Landlord, Resident shall temporarily vacate the Premises for a reasonable period required to allow cited or needed repairs or pest/vermin control work to be done. Resident shall comply forthwith with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables, and medicine. Additionally, it is recommended that Resident advise management if additional pest control or fumigation is necessary. However, Landlord shall reduce the rent on a pro-rata basis for every day that the Resident is required by Landlord to temporarily vacate the Premises as a result of said fumigation/extermination. Landlord shall not be liable or responsible to pay for Resident's housing or meals at another facility as a result of being required to temporarily vacate the Premises.

**VEHICLES AND PARKING:**

Landlord reserves the right to control the method of parking, change assigned parking spaces and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in spaces not authorized by Landlord. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of any leaking fluids, and in compliance with governmental noise limitations. The parking areas are not to be used for storage of vehicles or parts or for the repair, modification or washing of vehicles. Resident's assigned space number is \_\_\_\_\_. Initial parking charge for such parking space is \_\_\_\_\_ per month, plus any applicable City taxes. Parking charges are subject to increase after the initial one (1) year of Resident's occupancy. Parking spaces or privileges are only for use by Resident and any other occupant(s) of the Premises permitted by Landlord and may not be assigned, sold, transferred, leased or subleased. The parking space is provided with the Premises, and any charges herewith shall be deemed additional rent.

**26. MEGAN'S LAW:**

On September 25, 1996, the State of California signed into law SB 1989. The following notice is required for compliance with the law effective July 1, 1999.

**REGISTERED SEX OFFENDERS NOTICE: 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.**

**27. ACKNOWLEDGMENT AND RECEIPT OF SIGNED AGREEMENT AND ATTACHMENTS:**

By affixing his/her signature hereto, Resident acknowledges receipt of an executed copy of this Agreement, a copy of the House and Ground Rules and all Addendums listed below and initialed as attached. Resident has read and understands all documents incorporated into the Agreement as though fully set forth at length.

- |          |       |   |
|----------|-------|---|
| Initials |       |   |
| 1.       | _____ | Lease And Rental Agreement                                |
| 2.       | _____ | Fitness Center  |
| 3.       | _____ | House and Ground Rules                                    |
| 4.       | _____ | Lease Addendum - Rent Concession                          |
| 5.       | _____ | Lease Addendum - Drug Free Housing                        |
| 6.       | _____ | Lease Addendum - Lead Base Warning Disclosure Information |
| 7.       | _____ | Lease Addendum - Mold                                     |
| 8.       | _____ | Smoke Detector Agreement                                  |
| 9.       | _____ | Lease Addendum - Adding/Deleting Tenants                  |
| 10.      | _____ | Lease Addendum - Proposition 65                           |
| 11.      | _____ | Inspection Move In / Move Out                             |

**THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY.**

I have read, understand, and agree to all terms contained in this Agreement.

Date: \_\_\_\_\_ Apartments

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

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

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

Resident: \_\_\_\_\_ Date \_\_\_\_\_ Landlord/Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Other persons to occupy Premises with Tenant(s):

\_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_  
\_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_

**PROPERTY  
MANAGEMENT  
ASSOCIATES**

**FITNESS CENTER**

In consideration for the use of the Fitness Center, I agree to the following:

1. I agree to use the Fitness Center at my own risk and waive all legal claims against \_\_\_\_\_, Property Management Associates, their employees, agents, and representatives. The owners, managers or its agents will not be liable for damages arising directly or indirectly from the use of the fitness equipment. I understand that \_\_\_\_\_, Property Management Associates, and their agents will not be responsible for accidents or injuries that may arise from the use of the Fitness Center facilities.
2. I understand that the use of exercise equipment can be dangerous. Before using the equipment, I agree to familiarize myself with its proper use. I understand I am exercising at my own risk.
3. I understand that the Fitness Center is unattended and it is my own responsibility to use the equipment in a safe and proper manner.
4. I agree that Management is not responsible for any personal property that is lost or stolen in the Fitness Center.
5. I understand that residents must wear proper attire and footwear while using exercise equipment. Tennis shoes and athletic shoes are the only shoes allowed in the Fitness Center. Bare feet, socks, flip-flops and sandals are not allowed.
6. I understand that food and drink are not allowed in the Fitness Center.
7. I understand that Residents must keep the volume of the Fitness Center TV or any personal radios or players at a level that will not disturb others.
8. I understand that guests are not permitted in the Fitness Center.
9. I understand that it is advised that I consult a medical doctor prior to using the Fitness Center facilities or equipment.
10. I understand that everyone wishing to use the Fitness Center must sign a release form.

**I have carefully read this agreement, waiver and release and fully understand its content. I am aware that this is a release of liability and contract between me and, \_\_\_\_\_ and I sign of my free will.**

|                 |      |                                 |      |
|-----------------|------|---------------------------------|------|
| Resident: _____ | Date | Resident: _____                 | Date |
| Resident: _____ | Date | Resident: _____                 | Date |
| Resident: _____ | Date | Resident: _____                 | Date |
| Resident: _____ | Date | Landlord/Authorized Agent _____ | Date |

# PROPERTY MANAGEMENT ASSOCIATES

## HOUSE AND GROUND RULES

Dear Resident:

We appreciate that you have chosen our community as your apartment home. We welcome you to your new home and extend our good wishes to you.

With your comfort and safety in mind, we make these requests:

### REGARDING RENTS

1. All rents are due and payable in advance on the first day of each month. Payment is to be made in the form of personal check, cashier's check or money order.
2. A \$75.00 service charge will be made on all checks returned unpaid by the bank. If a check is returned unpaid by the bank, future rent payments may be required by money order or cashier's check.

### REGARDING APARTMENT INSPECTION

1. Apartments will be inspected on a periodic basis.
2. When maintenance is required due to the neglect of a resident, the resident shall be responsible for the payment of such repair. This refers for example, to broken windows, toilets which have become stopped-up due to refuse, garbage disposals which have become inoperative due to improper use.
3. All apartments will be treated periodically for pest control. Your manager will notify you in advance. Residents must cooperate in preparing their apartments for this service.

### REGARDING VISITORS

1. Residents will be held responsible for their visitors' actions.

### REGARDING NOISE

1. There is to be no boisterous or vulgar conduct or unnecessary loud noise at any time. Please be considerate of your neighbors. Televisions, radios, stereos, etc., are to be played at a level that does not disturb your neighbors.

### REGARDING PETS

1. No pets or animals (including fish) shall be kept within the apartment or on the premises without written approval of the Landlord. Pets owned by your visitors are not permitted on the premises. (The local animal regulatory agency will be called if a pet is found).

### REGARDING VEHICLES AND PARKING

1. Bicycles, skateboards, roller skates/blades or scooters are not to be ridden within the complex. Anyone riding a bicycle, skateboard, roller skates/blades or scooter across landscaped areas shall be held liable for damages incurred. Bicycles must be parked in racks provided especially for this purpose, where available.
2. Traffic in driveways and parking areas shall not exceed five (5) miles per hour.
3. \_\_\_\_\_ parking space(s) may be assigned for each apartment upon presentation of proof of ownership and current registration. If an additional space is needed it may be secured from the manager at an additional monthly charge of \_\_\_\_\_, if the space is available.
4. All cars and motorcycles using parking areas must have a valid parking sticker.
5. Park only in areas where parking is permitted; automobiles parked in violation of parking rules or signs will be towed away at vehicle owner's expense.
6. VISITOR PARKING IN DESIGNATED AREA ONLY, if provided.
7. Recreational vehicles and trailers are prohibited. Unregistered, derelict or inoperative vehicles may NOT be kept on the premises. Such vehicles will be towed away at vehicle owner's expense. No repair or maintenance work on vehicles is permitted at any time on the premises. No spare parts are to be left lying in public areas or in public view. Storage of personal items of any kind is not permitted in your assigned parking space.
8. Vehicle oil leaks or fluid loss is prohibited and must be cleaned immediately. Residents are responsible for keeping their assigned parking areas clean, and keeping their vehicles in good condition in order to avoid any spillage.
9. All vehicles are to be locked at all times. Management is not responsible for any vehicles or their contents.
10. Car washing and/or repairs is prohibited on the premises.

## Rent Concession Addendum

This Addendum is made a part of the Lease between

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Birth date: \_\_\_\_\_

and Landlord: \_\_\_\_\_ dated \_\_\_\_\_ for the Premises known as  
 Apt. \_\_\_\_\_, at \_\_\_\_\_.

Tenant will receive \_\_\_\_\_ bonus discount for \_\_\_\_\_ / \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ / \_\_\_\_\_.

If resident pays the rent more than three (3) days after the due date, then the rent concession for that entire Lease Term shall be forfeited by Resident and automatically become refundable and payable to Landlord.

For Premises located in the City of Los Angeles, CA: Resident(s) is aware that the amount of rent shown on the Lease (and not the discounted monthly rate) shall be constructed as the actual rental rate.

Resident understands and agrees to the above terms as of the date written above.

|                 |      |                           |      |
|-----------------|------|---------------------------|------|
| Resident: _____ | Date | Resident: _____           | Date |
| Resident: _____ | Date | Resident: _____           | Date |
| Resident: _____ | Date | Resident: _____           | Date |
| Resident: _____ | Date | Landlord/Authorized Agent | Date |

# PROPERTY MANAGEMENT ASSOCIATES

## LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of the lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property Premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or, members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property Premises or otherwise.
5. Resident, any member of Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property Premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern. In no event shall the terms of this lease addendum limit any of the lessor's right or, remedies either under the lease or as provided by law.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner and Resident.

|                    |               |                                    |               |
|--------------------|---------------|------------------------------------|---------------|
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Landlord/Authorized Agent | _____<br>Date |

# PROPERTY MANAGEMENT ASSOCIATES

## Rental Agreement/Lease Addendum Lead Base Warning Disclosure Information

This Addendum is made a part of the Lease between

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Resident: \_\_\_\_\_ Birth date: \_\_\_\_\_

and Landlord: \_\_\_\_\_ dated \_\_\_\_\_ for the Premises known as  
Apt. \_\_\_\_\_, at \_\_\_\_\_.

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the residency. (Public Law 102-550 sec. 1018(c))**

### Owner's Disclosure or Agent\* acting on behalf of Owner (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check one below):  
Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents.)  
\_\_\_\_\_  
\_\_\_\_\_

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Agent's\* Acknowledgement (initial)

\*The term Agent is defined as any party that enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner, for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

(c) Agent has informed the owner of his/her obligations under 42 U.S.C. 4852 (d), and the Agent is aware of his/her responsibility to ensure compliance.

### Lessee's Acknowledgement (initial)

(d) Lessee has received copies of all information listed above.

(e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|                 |            |                                 |            |
|-----------------|------------|---------------------------------|------------|
| Resident: _____ | Date _____ | Resident: _____                 | Date _____ |
| Resident: _____ | Date _____ | Resident: _____                 | Date _____ |
| Resident: _____ | Date _____ | Resident: _____                 | Date _____ |
| Resident: _____ | Date _____ | Landlord/Authorized Agent _____ | Date _____ |

**PROPERTY MANAGEMENT ASSOCIATES  
MOLD ADDENDUM TO RESIDENTIAL LEASE**

This addendum is made as part of the Lease and Rental Agreement dated \_\_\_\_\_ between

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Birth date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Unit # \_\_\_\_\_ Property Address: \_\_\_\_\_

Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

Mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit growth. Landlord has inspected the Premises and is not aware of any mold problems or currently existing conditions that may contribute to mold growth in the Premises. Resident agrees to maintain the Premises in a manner that prevents mold growth. Resident specifically agrees to:

**KEEP THE PREMISES CLEAN**

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Premises free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Premises (whether food, wet clothing, or other materials)
- Wipe up visible moisture
- If a dryer is installed in the Premises, ensure that the vent is properly connected and clear of any obstructions and clean the lint regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture
- Regularly empty dehumidifier, if used

**CONTROL MOISTURE IN THE PREMISES AND INCREASE AIR CIRCULATION**

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and/or fans as necessary to keep air circulating throughout the Premises
- Water all indoor plants outside
- Close windows and doors (when appropriate) to prevent rain and other water from coming inside the Premises
- Open windows when appropriate to increase air circulation

**PERIODICALLY INSPECT THE UNIT FOR MOISTURE AND MOLD**

The most reliable methods for identifying the presence of elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. Resident agrees to conduct an inspection of the Premises (both visually and by smell) for the presence of mold growth inside the Premises at least once per month.

The inspection will include but is not limited to:

- Window frames, baseboards, walls, carpets, and ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (washers/dryers, dishwashers, refrigerators)
- Around plumbing fixtures (toilets, bathtubs, showers, sinks, and piping)
- Areas with limited air circulation such as closets, shelves, and cupboards

**RESIDENT AGREES TO PROMPTLY REPORT TO LANDLORD IN WRITING:**

- Visible or suspected mold that Resident does not clean as explained below. Mold may range in color from orange to green, brown, and/or, black. There is often a musty odor present.
- Overflows or dripping from showers/bath/sink/toilet/washer/refrigerator/air conditioner
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Premises
- Any maintenance needed at the Premises

**RESIDENT AGREES NOT TO :**

- Bring any personal items into the Premises that have visible signs of mold. Especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other, water filled container without Landlord's written consent

**CLEANING SMALL AREAS OF MOLD:**

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the area with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. If Resident is unable or unwilling to clean the area, Resident will promptly notify Landlord so that Landlord can clean the area.

Resident agrees to defend, indemnify and hold harmless Landlord and Landlord's related parties (past and present subsidiary corporation, affiliates, successors, assigns, officers, directors, Premises managers, agents, attorneys, employees and representatives) from claims, liabilities, losses, damages, and expenses (including attorneys' fees), responsible for the action (or inaction) of Resident's household members, guests and agents.

If elevated mold levels may exist at the Premises, Resident agrees to temporarily vacate the Premises to allow for investigation and remediation, to control water intrusion, or allow other repairs to the Premises, if requested by Landlord. Resident agrees to comply with all instructions and requirements necessary to prepare the Premises for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal Premises will be Resident's responsibility unless the elevated mold growth was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware. Resident agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, and mold conditions in the Premises as soon as Resident obtains them.

|           |      |                           |      |
|-----------|------|---------------------------|------|
| Resident: | Date | Resident:                 | Date |
| Resident: | Date | Resident:                 | Date |
| Resident: | Date | Resident:                 | Date |
| Resident: | Date | Landlord/Authorized Agent | Date |

PROPERTY MANAGEMENT ASSOCIATES

SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ between

Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth Date: \_\_\_\_\_
Resident: \_\_\_\_\_ Birth date: \_\_\_\_\_

and Landlord: \_\_\_\_\_ dated \_\_\_\_\_ for the Premises known as Apt. \_\_\_\_\_, at \_\_\_\_\_

In consideration of the mutual agreements between parties, Owner/Agent agrees to adhere the following terms and conditions:

1. Resident is renting from the Owner/Agent the Premises located at:

Apt. \_\_\_\_\_, at \_\_\_\_\_

- 2. Addendum to Lease Agreement : This agreement is part of the rental agreement and/or lease between Owner/Agent and Resident.
3. Smoke Detector(s) Acknowledgement: This Premises is equipped with a smoke detector device(s). The smoke detector(s) was tested and its operational ability demonstrated by management in the presence of the Resident at the time of initial occupancy and the detector(s) in the unit was/were working properly at the time.
4. Smoke Detector(s) Operation : Each Resident(s) shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly.
a. Resident(s) understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:
1. ensure that the patter is in operating condition at all times;
2. inform management to replace battery, as needed, (unless otherwise provided by the law); and
3. if, after replacing the battery, the smoke detector(s) does/do not work, inform the Owner/Agent, immediately, in writing.
5. Resident(s) Responsibilities : Resident(s) must inform the Owner/Agent immediately, in writing, of any defect, malfunction, or failure of any detector(s) and further agree(s) to the following:
1. check smoke detector(s)
2. DO NOT REMOVE the batteries; if they need replacing, complete a work order
3. DO NOT REMOVE wiring of smoke detector(s)
4. Resident and Owner/Agent agree that smoke detector(s) will be operable at all times
5. Resident understands that failure to comply with the operation of the smoke detector(s) that they risk personal liability and will not hold Owner/Agent responsible for their negligence
6. Smoke Detector(s) Inspection : Smoke detector(s) will be checked and serviced twice a year. If the smoke detector(s) is/are missing batteries, a service charge may be assessed and a non-compliance notice will be issued. Excessive non-compliance notice will be a violation of the lease agreement and Owner/Agent may take legal action.
7. Owner/Agent Liability: The Resident(s) understand and agrees that \_\_\_\_\_ Is not liable for damages or personal injury(ies) should the smoke detector(s) fail operation, which was caused by the Resident(s).

The undersigned Resident(s) acknowledge(s) having made and understood the foregoing, and receipt of a duplicate original.

Resident: \_\_\_\_\_ Date \_\_\_\_\_ Resident: \_\_\_\_\_ Date \_\_\_\_\_
Resident: \_\_\_\_\_ Date \_\_\_\_\_ Resident: \_\_\_\_\_ Date \_\_\_\_\_
Resident: \_\_\_\_\_ Date \_\_\_\_\_ Resident: \_\_\_\_\_ Date \_\_\_\_\_
Resident: \_\_\_\_\_ Date \_\_\_\_\_ Landlord/Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM  
TRANSFER AGREEMENT**

I/we Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Resident: \_\_\_\_\_

Hereby acknowledge that I/we were advised of a \$250.00 nonrefundable fee against our security deposit, for the transfer of lease to another individual(s) after the individual he/she has been approved by the Landlord, when and if applicable.

Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

**ADDING OR DELETING TENANTS TO THE LEASE**

I/we Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_ Resident: \_\_\_\_\_  
 Resident: \_\_\_\_\_

Agree to pay a \$100.00 per person for deletion or addition of a new roommate to our existing Lease, when and if applicable and approved by Landlord. This fee is payable in advance of such change in a form of money order or cashier's check only!

Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)  
 Resident: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)



# Proposition 65 Fact Sheet for Tenants

Office of Environmental Health Hazard Assessment  
California Environmental Protection Agency

This fact sheet was prepared by the Office of Environmental Health Hazard Assessment (OEHHA), which administers the Proposition 65 program. It provides information to tenants whose apartment managers and owners have posted or distributed Proposition 65 warnings.

## What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer, birth defects, or other reproductive harm. The list has grown to include over 750 chemicals since it was first published in 1987.

## What chemicals are on the Proposition 65 list?

The Proposition 65 list contains two types of chemicals: *carcinogens*, which can cause cancer, and *reproductive toxicants*, which cause birth defects or other reproductive harm, such as sterility or miscarriages. Some chemicals may be additives or ingredients in pesticides, common household products, food, or drugs. Others may be industrial chemicals, dyes, or solvents used in dry cleaning, manufacturing, and construction. Still others may be byproducts of chemical processes; for example, motor vehicle exhaust.

## What does a Proposition 65 warning mean?

Under Proposition 65, businesses are required to give a "clear and reasonable" warning before knowingly exposing anyone to a listed chemical above a specified level. This warning can be included on the label of a consumer product or published in a newspaper. An equally common practice is for businesses to provide a warning at the workplace or in a public area affected by the chemical.

In recent months, many apartment owners and managers have posted or distributed warnings to notify tenants that they may be exposed to one or more chemicals on the Proposition 65 list. For example, a warning may be given because tenants are exposed to chemicals in pesticides applied to landscaping or structures or chemicals in housing construction materials, such as lead in paint or asbestos in ceiling coatings.

A growing trend among rental property owners and other businesses is to provide warnings for chemicals on the list, such as tobacco smoke or motor vehicle exhaust, which are regularly released into the environment in or near rental housing. In some cases, however, owners and managers are providing warnings to avoid potential violations and lawsuits, even though exposure to chemicals on the Proposition 65 list has not been verified. You should discuss the warning with the owner or manager to learn why it was provided so that



PROPERTY MANAGEMENT ASSOCIATES

For a chemical that is listed as a carcinogen, the "no significant risk" level is defined as the level which is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70 year lifetime. In other words, if you are exposed to a chemical in question at this level every day for 70 years, theoretically it will increase your chances of getting cancer by no more than 1 case in 100,000 individuals so exposed.

For chemicals that are on the list as reproductive toxicants, the no significant risk level is defined as the level of exposure which, even if multiplied by 1,000, will not produce birth defects or other reproductive harm. That is, the level of exposure is below the "no observable effect level (NOEL)," divided by 1,000. (The "no observable effect level" is the highest dose level which has not been associated with observable reproductive harm in humans or test animals.)

When a warning is given by a business, it means one of two things:

- 1) the business has evaluated the exposure and has concluded that it exceeds the no significant risk level; or
- 2) the business has chosen to provide the warning simply based on its knowledge about the presence of a listed chemical, without attempting to evaluate the exposure. In these cases, exposure could be below the Proposition 65 level of concern, or could even be zero.

Since businesses do not file reports with the State regarding what warnings they have issued and why, the State is not able to provide further information about any particular warning which you may have received. The business issuing the warning is the appropriate party to contact if you seek more specific information about the warning, such as what chemicals are involved in what manner these chemicals are present, and how exposures to those chemicals may or may not occur.

**What has been accomplished as a result of Proposition 65?**

Proposition 65 has provided an effective mechanism for reducing certain exposures that may not have been adequately controlled under existing federal or State laws. For example, a Proposition 65 enforcement action has resulted in the reduction of the amount of lead in ceramic tableware. Air emissions of certain chemicals - including ethylene oxide, hexavalent chromium, and chloroform - from facilities in California have been significantly reduced as a result of Proposition 65.

Certain chemicals on the list are no longer used as constituents of some commonly used products - for example, trichloroethylene is no longer used in most correction fluids, toluene has been removed from many nail care products, and foil caps on wine bottles no longer contain lead.

Proposition 65 has resulted in the extensive dissemination of important information regarding the dangers to the unborn child of drinking alcoholic beverages during pregnancy. The warnings about alcoholic beverage consumption during pregnancy are perhaps the most widespread and visible type of warning issued as a result of Proposition 65.

**For Further Information**

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

|                    |               |                                    |               |
|--------------------|---------------|------------------------------------|---------------|
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Resident:                 | _____<br>Date |
| _____<br>Resident: | _____<br>Date | _____<br>Landlord/Authorized Agent | _____<br>Date |

you and your family can make informed decisions about exposure to any of these chemicals and your health.

### Is my family's health at risk from exposure to these chemicals?

Warnings must be provided for chemicals listed under Proposition 65 if exposure to them may present a significant risk of cancer or reproductive harm. For *carcinogens*, the chemical must be present at or above a level that could cause one additional case of cancer in a population of 100,000 people exposed to the chemical over a lifetime. For *reproductive toxicants*, the chemical must be present at or above 1/1000<sup>th</sup> of the level at which the chemical is determined to have no negative health risks (the "no-observable-effect level").

Proposition 65 generally does not prohibit a business from exposing people to listed chemicals nor does exposure to these chemicals necessarily create an immediate health risk. Also, as stated above, a warning may have been provided in some cases even though the level at which the chemical is present is actually too low to pose a significant health risk. It is important to find out why you have received the warning so that you can discover which chemicals you are exposed to, and at what levels, to determine how best to protect your family's health.

### Where can I get more information?

Speak with the housing owner or manager directly to learn why you received a Proposition 65 warning. Property owners and managers are not required to notify OEHHA when they provide tenants with a warning. However, to obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65>. Following is a list of contacts for more information on Proposition 65 as well as chemicals that may be found in your home.

| Type of Information            | Contact   |
|--------------------------------|---|
| Proposition 65: Enforcement    | California Attorney General<br>(510) 622-2160, <a href="mailto:prop65@doj.ca.gov">prop65@doj.ca.gov</a>   |
| Toxics Directory: Agency list  | OEHHA<br>(510) 622-3170<br><a href="http://www.oehha.ca.gov/public_info/TDHOMSC1a.html">http://www.oehha.ca.gov/public_info/TDHOMSC1a.html</a>  |
| Asbestos<br>Indoor air quality | Indoor Exposure Assessment Unit, Air Resources Board<br>(916) 445-0753, <a href="http://www.arb.ca.gov/html/fslist.htm">http://www.arb.ca.gov/html/fslist.htm</a>   |
| Lead                           | <ul style="list-style-type: none"> <li>○ Lead Coordinator in your county government office</li> <li>○ Childhood Lead Poisoning Prevention Program<br/>(510) 622-5000, <a href="http://www.dhs.ca.gov/childlead/">http://www.dhs.ca.gov/childlead/</a></li> </ul>                                    |
| Tenant issues                  | <ul style="list-style-type: none"> <li>○ Department of Consumer Affairs<br/>(800) 952-5210, <a href="http://dca.ca.gov">http://dca.ca.gov</a></li> <li>○ Department of Housing and Community Development<br/>(916) 445-4782 or <a href="http://www.hcd.ca.gov">http://www.hcd.ca.gov</a></li> </ul> |
| Basis for Warning Signs        | <ul style="list-style-type: none"> <li>○ California Apartment Association<br/>(916) 447-7881, (800) 967-4222 or <a href="http://www.prop65apt.org">http://www.prop65apt.org</a></li> </ul>  |

**PROPERTY MANAGEMENT ASSOCIATES**  
**PROPOSITION 65 WARNING AND Q & A**  
**ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT**

**WARNING:**

This Property Contains Chemicals Known To The State of California  
To Cause Cancer and Birth Defects or Other Reproductive Harm.

Office of Environmental Health Hazard Assessment  
Proposition 65 in Plain Language

**What is Proposition 65?**

In November 1986, California voters overwhelmingly approved an initiative to address growing concerns about exposures to toxic chemicals. That initiative became the Save Drinking Water and Toxic Enforcement Act of 1986, better known by its original name.

**What does Proposition 65 Require?**

Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm. Agents that cause cancer are called carcinogens; those that cause birth defects or other reproductive harm are called reproductive toxicants. This list must be updated at least once a year. Over 700 chemicals have been listed as of March 10, 2000.

Proposition 65 imposes certain controls that apply to chemicals that appear on this list. These controls are designed to protect California's drinking water sources from contamination by these chemicals, to allow California consumers to make informed choices about the products they purchase, and to enable residents or workers to take whatever action they deem appropriate to protect themselves from exposures to these harmful chemicals.

Thus, Proposition 65 also provides a market-based incentive for manufacturers to remove listed chemicals from their products.

The benefits of the Proposition have their costs. Businesses have incurred expenses to test products, develop alternatives, reduce discharges, provide warnings and otherwise comply with the requirements of the Proposition. Recognizing that compliance with the Proposition comes at a price, Cal/EPA and the Office of Environmental Health Hazard Assessment (OEHHA) (the lead agency for Proposition 65 implementation) have worked hard to minimize any unnecessary regulatory burdens and ensure that placement of a chemical on the list is done in accordance with rigorous science in an open public process.

**What kinds of chemicals are on the list?**

The list contains a wide range of chemicals, including dyes, solvents, pesticides, drugs, food additives, and byproducts of certain processes. These chemicals may be naturally occurring, or synthetic. Some of them are ingredients of common household products, others are specialty chemicals used in very specific industrial applications.

**How does a chemical get listed?**

The State of California relies upon information that already exists in the scientific literature when determining the threat of a chemical. A chemical is listed if the "state's qualified experts" - two independent committees of scientists and health professionals appointed by the Governor - find that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm.

In addition, a chemical can be listed if it has been classified as a carcinogen or as a reproductive toxicant by an organization that has been designated as "authoritative" for purposes of Proposition 65. For carcinogens, the organizations that have been designated as authoritative by OEHHA Science Advisory Board's Carcinogen Identification Committee are the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health, the National Toxicology Program and the International Agency for Research on Cancer. The OEHHA Science Advisory Board's Developmental and Reproductive Toxicant Identification Committee have designated the following organizations as "authoritative bodies" for reproductive toxicants: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration, National Institute for Occupational Safety and Health and International Agency for Research on Cancer (limited only to transplacental carcinogenicity). A chemical can also be listed if it is required to be labeled or identified as a carcinogen or as a reproductive toxicant by an agency of the state or federal government.

**What Are the Responsibilities of Companies Doing Business in California?**

Any company with ten or more employees that operates within the State or sells products in California must comply with the requirements of Proposition 65. Under Proposition 65, businesses are:

- 1) prohibited from knowingly discharging listed chemicals into sources of drinking water; and
- 2) required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, by posting signs at the workplace, or by publishing notices in a newspaper.

**What Does a Warning Mean?**

If you are given a warning or if a warning is posted in a workplace, a facility or an area in your community, this means that the business issuing the warning knows that one or more listed chemicals is present in its product, in its workplace, or in its emissions into the environment. Under the law, a warning must be given unless a business demonstrates that the exposure it causes poses no significant risk.