

RENTAL AGREEMENT (Lease Agreement)

THIS AGREEMENT is made and entered into this ___day of _____ 20___ between Nielsen Property Managers, INC., "Owner/Agent" and _____ "Resident".

The Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Agent/Owner rents to resident and Resident rents from Owner/Agent, for residential use only, the premises located at: _____ Unit # _____ California, on a lease beginning on the _____ day of _____ 20___ and ending on the _____ day of _____ 20___. This lease will automatically convert to a Month-to-Month agreement at the end of the lease term.
 - a. Premises to be occupied by not more than ___ adults and ___ children. Resident having overnight guests (more than 3 nights) must obtain permission from authorized agent.
 - b. Resident accepts: _____ keys, _____ Gate/Garage Door Opener, which Resident agrees to return the day of vacating the premises, **which signifies the termination of the agreement.** A charge for lost keys/opener and keys/opener not returned will be subtracted from deposit.

2. Rent is due in advance on the 1st day of each and every month, at \$ _____ per month, beginning on _____ payable at 2530 I Street, Sacramento, CA 95816, telephone (916) 446-2898. Payments made in person may be delivered to Owner/Agent (Pat Nielsen**) between the hours of 8:30 am and 5:30 pm on the following days of the week: Monday – Friday.
Acceptable methods of payment: personal check, cashiers check or money order. Cash will not be accepted. **Your rent must be payable to Nielsen Property Managers, INC..**
 - a. ****Please Note:** If the Person Authorized to Receive Rent stated above should be absent or otherwise unavailable at said business address, then you may deliver the rent payment to any of your Landlord's other management or office personnel, mail slot through front door at the above address, or you may place it in any receptacle, which your Landlord has designated for the receipt of rent payments, or you may make the rent payment in any other manner which your Landlord has authorized; provided, however, that the rent payment must be actually, physically received on time to be properly and timely tendered. The risks associated with the manner of delivery chosen by you will be borne by you and not by your Landlord.

Resident agrees to pay a late charge of \$25.00 if rent is unpaid after the 5th day of the month and must be paid in the form of a cashiers check or money order only. Pursuant to California law, if Resident passes a check on insufficient funds, resident further agrees to pay a charge of \$25.00 and must replace the dishonored check with a cashiers check or money order.

3. Resident shall deposit with Agent, as a security deposit, the sum of \$ _____. Resident shall not use the security deposit to pay any month's rent. Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults, including, but not limited to the following: (a) defaults in the payment of rent, or (b) to repair damages to the premises caused by Resident, exclusive of normal wear and tear, or (c) to clean the premises, if necessary, upon termination of the tenancy.

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

4. Except as prohibited by law, either party may terminate this Agreement after service upon the other of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to Owner/Agent for "rental damages" at the fair rental value of \$ _____ per day. Daily rental value is prorated using a 30-day month.

5. Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds or liquid filled furniture shall be kept or allowed in or about the premises.

6. Except as provided by law, Resident shall do no repairs, decorating or alterations without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations to include, but not limited to, painting and wallpapering. Resident shall hold harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not disconnect communication line(s) without the prior written permission or consent of the Owner/Agent. If the Owner/Agent is required to reconnect to original telecommunications provider, Resident agrees to pay Owner/Agent for any resulting charges.

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

8. Resident will inspect the premises, furnishings and equipment immediately. Any items found be unsatisfactory or inoperative will be reported immediately to Nielsen Property Managers, INC. All plumbing, heating and electrical systems are operative and deemed satisfactory.

9. Resident shall pay for all utilities, services and charges, if any, made payable by or predicted upon occupancy of Resident, except: Water, Sewer and Garbage.

10. Resident agrees to comply with all rules, regulations, and management policies, which are now, or may hereinafter, be established for the complex by Owner/Agent. This includes adhering to community policies, pool rules, parking rules, etc.

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11. Resident agrees to keep the premises in a clean and sanitary condition. Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises, furnishings, appliances and fixtures that are rented for Resident's exclusive use in good order and condition. Resident shall not cause or do damage in any way to the building exterior structure. Resident shall pay Owner/Agent for costs to repair, replace, or rebuild any portion of the premises damaged by the Resident, Residents guests or invitees. Owner/Agent does not insure Resident's property. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent, which is now in effect or becomes effective during the term of this Agreement.
 - a. Resident **is/is not** (circle one) responsible for the upkeep of the yard and landscaping.

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

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

12. Owner/Agent or his/her agents or employees may enter the premises: a) In case of emergency, or b) When resident has abandoned or surrendered the premises or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to verify the Resident is complying with the terms set forth in this agreement, and to inspect for any deferred maintenance, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided Resident is given reasonable notice of Owner/Agent' intent to enter, with entrance during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday, except holidays). The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner/Agent harmless to such entry. Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this agreement that may be cause for immediate termination as provided herein by law.
 - a. In the event we discover there has been any deferred maintenance caused from neglect by the Resident regarding: mildew/mold, leaks, poor housekeeping, pests, etc, the Owner/Agent may elect this to be an immediate cause for termination as provided herein and by law. Tenant will be held liable for damages in the event that damage has occurred due to neglect from tenants.
 - b. If Resident abandons or vacates the premises, Agent may terminate this Agreement, re-enter the premises and remove all property at Resident's expense.

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

16. ADDENDAS: By initialing as provided, Resident acknowledges receipt of the following optional addenda, as indicated, copy(s) of which is (are) attached hereto, marked by indicated page number(s) and is (are) incorporated as part of this Agreement.

| | | | |
|-------------------------------|--------------|-------------------------|--------------|
| A. Disclosures of Information | Initial_____ | E. Pet Agreement | Initial_____ |
| B. Community Policies | Initial_____ | F. Pool Rules | Initial_____ |
| C. Inspection Checklist | Initial_____ | G. Emergency Procedures | Initial_____ |
| D. Mold Disclosure Addendum | Initial_____ | H. Other:_____ | Initial_____ |

18. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner/Agent, nor an agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

19. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms or your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

20. 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 all other relief, reasonable attorney's fee and court costs.

21. Resident waives all claims against Owner/Agent for damages to his personal property in, upon, or about the premises. Resident should obtain Renter's Insurance for his protection

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

| | |
|------|-------------|
| Date | Resident |
| Date | Resident |
| Date | Owner/Agent |