

INFORMATION SHEET

PROPERTY ADDRESS:	
LEASE PRICE:	
LEASE TERM:	
SECURITY DEPOSIT:	

LEASE START/END:	
PM AGMT	
EXPIRATION:	
30/60 DAY	
REMINDER:	

OWNER 1 - TAX ID:	
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TENANT 1:	
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MAILING ADDRESS:	
CITY/STATE/ZIP:	
HOME PHONE:	
CELLULAR:	
EMAIL:	

MAILING ADDRESS:	
CITY/STATE/ZIP:	
HOME PHONE:	
CELLULAR:	
EMAIL:	

OWNER 2 - TAX ID:	
MAILING ADDRESS:	
CITY/STATE/ZIP:	
HOME PHONE:	
CELLULAR:	
EMAIL:	

TENANT 2:	
MAILING ADDRESS:	
CITY/STATE/ZIP:	
HOME PHONE:	
CELLULAR:	
EMAIL:	

OWNERS AGENT:	
CELLULAR PHONE:	
OFFICE PHONE:	
OFFICE FAX:	
EMAIL:	

TENANTS AGENT:	
CELLULAR PHONE:	
OFFICE PHONE:	
OFFICE FAX:	
EMAIL:	

SECTION 2:	
PM AGMT & ADDENDA: (TABBED)	
LEASE AGMT: (TABBED)	
DISTRIBUTION SHEET: (TABBED)	
RENEWAL NOTICE: (TABBED)	

SECTION 3:	
RENT RECEIPTS: (TABBED)	
R & M BILLS: (TABBED)	EXPENDITURE
HOME WARRANTY: (TABBED)	
HOA IF APPLICABLE: (TABBED)	

SECTION 4:	
TENANT APPLICATION: (TABBED)	
CREDIT APPLICATION: (TABBED)	
MI/MO CHECKLIST: (TABBED)	

VENDORS:	
LANDSCAPING:	
POOL:	
OTHER:	

BANKING INFO:	
BANK NAME:	
ACCOUNT HOLDERS NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

CARBON MONOXIDE:	INSTALLED?
ANTIOCH/PITTSBURG NOTARIZED ADDENDA:	
INTRO PACKAGE SENT:	

NOTES:	

GATES/SECURITY CODES:	
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ADD'L PROPERTIES OWNED BY OWNER:	
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Brentwood Office
(925) 634-8040

Oakley Office
(925) 679-3331

Discovery Bay Office
(925) 634-2224

COMMUNITY SERVICE DIRECTORY
East County

POLICE

Non-Emergency:

Byron/Discovery Bay	646-2441
Brentwood	634-6911
Oakley	625-6700
Bethel Island	625-2341

CABLE TV (All areas)

Comcast	(800) 945-2288
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CHAMBER OF COMMERCE

Byron	634-0917
Discovery Bay	(888) 832-3291
Brentwood	634-3344
Oakley	625-1035
Bethel Island	684-3220

GARBAGE

Byron/Discovery Bay	634-3099
Brentwood	516-6090
Oakley	757-7660
Bethel Island	757-7660
Antioch	685 - 4711

WATER

Byron/Discovery Bay	634-1131
Reclamation 800 Water District	634-2531
Brentwood	516-5415
Oakley	625-3798
Bethel Island	684-9660
Antioch	779-7060
Tracy	(209) 831-6800
Pittsburg	252-4940

PG&E

All Areas	(800) 743-5000
Business Line	(800) 468-4743

TELEPHONE

SBC	(800) 310-2355
AT&T	(800) 222-0300

ANIMAL CONTROL

646-2995
 (in Martinez for East County)

DEPARTMENT OF MOTOR VEHICLES

1399 Buchanan Rd.	
Pittsburg	432-4748

FIRE DEPARTMENT

Non-Emergency

Byron/Discovery Bay	930-5531
Brentwood	930-5531
Oakley	625-2102
Bethel Island	684-2211

CITY OFFICES

Town of Discovery Bay	
1800 Willow Lake Road	634-1131

City of Brentwood	
708 Third Street	516-5400

City of Oakley	
3639 Main Street	625-7000

POST OFFICES

Discovery Bay - 3345 Bixler Rd.	634-2600
Brentwood – 18 Oak St.	240-2065
Byron – 3852 Main St.	634-2600
Oakley – 118 E. Ruby	625-2400

SCHOOL DISTRICTS

Byron Union School District	634-6644
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(includes Discovery Bay schools)

Brentwood Union S. D.	634-1168
Liberty Union High S. D.	634-2166
Oakley Union S. D.	625-0700
Knightsen Elementary S. D.	625-0073

HOSPITALS

Sutter Delta Medical Center	
3901 Lone Tree Way, Antioch	779-7200

John Muir Medical Center	
1601 Ygnacio Valley Road, WC	939-3000

Kaiser Permanente Medical Office	
3400 Delta Fair Blvd., Antioch	754-3704

Brentwood Medical Group

(John Muir Emergency Care)	
1120 2 nd St., Ste. A, Brentwood	513-6955

Tracy Memorial Hospital	
1420 N. Tracy Blvd., Tracy	(209) 835-1500



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller) (As required by the Civil Code) (C.A.R. Form AD, Revised 11/09)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant Date

Buyer Seller Landlord Tenant Date

Agent Real Estate Broker (Firm) DRE Lic. #

By (Salesperson or Broker-Associate) DRE Lic. # Date

AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):
• When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
• When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:
Seller/Landlord Date Seller/Landlord Date

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Reviewed by Date



CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(f)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(n)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(o)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's/Tenant's Initials (_____) (_____)

Seller's/Landlord Initials (_____) (_____)

Reviewed by _____ Date _____





The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Other

dated _____, on property known as _____, in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

1. Tenant acknowledges that Marples Property Management ("Marples") manages the Premises on behalf of Landlord. Tenant further acknowledges and agrees that Marples shall in no way be held liable or responsible for the return and/or disposition of any portion of the security deposit. Tenant further acknowledges that Landlord/Owner holds the security deposit, and that the disposition of these funds after the end of the Lease Term is controlled and directed by Landlord/Owner, and not Marples. Tenant further covenants not to sue Marples in the event of any dispute arising out of, or related to, the security deposit.

2. The tenant acknowledges that the home is rented in its as is condition. The tenant has inspected the property and accepts it in its present condition at move in. The tenant waives all rights to request for upgrading or replacement of any painting, flooring or other surfaces, equipment or systems of the home unless there are future damages or defective items that require the landlord to replace or repair that item.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord _____

Buyer/Tenant _____ Seller/Landlord _____

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Matt Marples Phone: (925)634-7774 Fax: (925)240-1092 Prepared using zipForm® software
Broker: Marples & Associates 8340 Brentwood Blvd. Brentwood, CA 94513



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 12/15)

Date _____, _____ ("Landlord") and _____ ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) **only**: _____.
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance _____.

2. TERM: The term begins on (date) _____ ("Commencement Date"), **(Check A or B):**

- A. Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease:** and shall terminate on (date) _____ at _____ AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Landlord and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by local rent control law; or **(iii)** Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ _____ per month for the term of the Agreement.
- B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other _____, to (name) _____ (phone) _____ at (address) _____, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to _____

shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
Total				

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)



Premises: _____

Date: _____

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: _____

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: _____

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within **3 days** after execution of this Agreement; prior to the Commencement Date; within **3 days** after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within **3 (or _____) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide devices and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide devices and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)



Premises: _____

Date: _____

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. (If checked) **NO SMOKING:** No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. **RULES/REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____.

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):
 _____ key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
 _____ key(s) to mailbox, _____,
 _____ key(s) to common area(s), _____.

B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)



- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
 - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
 - B. Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.
 - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
 - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)



Premises: _____ Date: _____

36 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; **(ii)** upon disapproval of the credit report(s); or **(iii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.

39. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 39A.

41. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: _____

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)

Premises: _____ Date: _____

47. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement. If the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____
Tenant _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Date _____ Landlord _____ Date _____
Address _____
Telephone _____ Fax _____ E-mail _____

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 44.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____





RECEIPT OF COVENANTS, CONDITIONS & RESTRICTIONS (CC&R's)

I hereby certify and acknowledge receipt of the Covenants, Conditions and Restrictions for the property located on _____.

Tenant: _____

Date: _____

Tenant: _____

Date: _____



MOVE IN / MOVE OUT INSPECTION
(C.A.R. Form MIMO, Revised 11/07)

Property Address _____ Unit No. _____
 Inspection: Move In _____ (Date) Move Out _____ (Date)
 Tenant(s) _____

When completing this form, check the Premises carefully and be specific in all items noted. Check the appropriate box.
N - NEW S - SATISFACTORY/CLEAN O - OTHER D - DEPOSIT DEDUCTION

	MOVE IN				MOVE OUT			
	N	S	O	Comments	S	O	D	Comments
Front Yard/Exterior								
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walks/Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Porches/Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Mailbox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building Exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Entry								
Security/Screen Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Living Room								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Dining Room								
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

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MIMO REVISED 11/07 (PAGE 1 OF 5)

Reviewed by _____ Date _____



MOVE IN / MOVE OUT INSPECTION (MIMO PAGE 1 OF 5)

Property Address: _____ Date: _____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Other Room								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bedroom #								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bedroom #								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bedroom #								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bedroom #								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Kitchen								
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Range/Fan/Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Oven(s)/Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Faucet(s)/Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Hall/Stairs								
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets/Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Railings/Banisters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Laundry								
Faucets/Valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Systems								
Furnace/Thermostat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Other _____

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Garage/Parking								
Garage Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Door(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Driveway/Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electrical/Exposed Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Storage/Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Back/Side/Yard								
Patio/Deck/Balcony	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio Cover(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pool/Heater/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Spa/Cover/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Safety/Security								
Smoke/CO Detector(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Security Window Bars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Personal Property

Keys/Remotes/Devices
Keys _____
Remotes/Devices _____

Attached Supplement(s) _____

THIS SECTION TO BE COMPLETED AT MOVE IN: Receipt of a copy of this form is acknowledged by:

Tenant _____ Date _____
 Tenant _____ Date _____
 New Phone Service Established? Yes No New Phone Number _____
 Landlord (Owner or Agent) _____ Date _____
 Landlord _____
 (Print Name)

THIS SECTION TO BE COMPLETED AT MOVE OUT: Receipt of a copy of this form is acknowledged by:

Tenant _____ Date _____
 Tenant _____ Date _____
 Tenant Forwarding Address _____
 Landlord (Owner or Agent) _____ Date _____
 Landlord _____
 (Print Name)

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Reviewed by _____ Date _____





Keys/Remote/Devices and CCR's Check List:

No.

- _____ Key(s) to home
- _____ Remote(s) to garage
- _____ Key(s) to mailbox
- _____ Key(s) to pool
- CCR's

The above checked items were given to Tenants(s):

Date: _____

Tenant(s): _____

Date: _____

Tenant(s): _____

Date: _____

Landlord(s): _____

Date: _____

Landlord(s): _____



CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form CMD, 4/12)

Property Address: _____

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- B. Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

2. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

3. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

4. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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CMD 4/12 (PAGE 1 OF 1)

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CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)

Agent: Marples & Associates Inc. ... Phone: 925.634.8040 Fax: 925.634.8547 Prepared using zipForm® software
Broker: Marples & Associates Inc. 8340 Brentwood Blvd. Brentwood, CA 94513



CALIFORNIA
ASSOCIATION
OF REALTORS®

Radon Gas and Mold Notice and Release Agreement
U.S. Department of Housing and Urban Development
OFFICE OF HOUSING, FEDERAL HOUSING COMMISSIONER
(C.A.R. Form RGM, 07/04)

Name of Buyer _____ ("Purchaser")
Property Case #: _____
Property address: 123 main
oakley, ca 94513

PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale **"AS IS"** with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and _____ (*name of M & M Contractor*), an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the Property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this _____ day of _____, _____.

Purchaser's Signature _____

Purchaser's Signature _____

(Print Name)

(Print Name)

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RGM 07/04 (PAGE 1 OF 1)

Reviewed by _____ Date _____



Radon Gas and Mold Notice (RGM PAGE 1 OF 1)

Agent: Matt Marples Phone: (925)634-7774 Fax: (925)240-1092 Prepared using zipForm® software
Broker: Marples & Associates 8340 Brentwood Blvd. Brentwood, CA 94513



CALIFORNIA
ASSOCIATION
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MEGAN'S LAW DATA BASE DISCLOSURE
Regarding Registered Sex Offenders
(C.A.R. Form DBD, Revised 11/08)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Agreement, Residential Lease or Month-to-Month Rental Agreement, other _____

dated _____, on property
property known as: _____

in which _____ is referred to as Buyer/Tenant
and _____ is referred to as Seller/Landlord.

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.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____





Property Address: _____

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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WHSD REVISED 11/09 (PAGE 1 OF 1)

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agent: **Cathie Marples** Phone: (925) 634-8040 Fax: (925) 634-8547 Prepared using WINForms® software
Broker: **Marples & Associates Inc. 8340 Brentwood Blvd, Brentwood CA 94513**



KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY

(C.A.R. Form KLA, Revised 4/13)

The undersigned seller and landlord _____ ("Owner") has entered into an agreement with _____ ("Broker") dated _____, to market for sale, lease or rent the real property located at _____ ("Property").

1. DISCLOSURES REGARDING ACCESS TO AND PROTECTION OF PROPERTY:

- A. A keysafe/lockbox is designed to hold a key to the above Property... B. MLS rules require a keysafe/lockbox placed on the property... C. Broker, cooperating brokers and other real estate licensees... D. Broker recommends that Owner and, if applicable, Tenant and other occupants...

2. OWNER PERMISSION FOR USE OF A KEYSAFE/LOCKBOX:

Owner hereby authorizes Broker to use a keysafe/lockbox. If the Property is tenant-occupied, Owner is advised that tenant permission may be required and is recommended. Owner acknowledges receipt of a copy of this document.

Date _____
Owner _____
(Print Name)

Date _____
Owner _____
(Print Name)

3. TENANT PERMISSION TO ACCESS PREMISES:

I am the current tenant of the above referenced Property, and have read the disclosure statements above. In addition to any authority granted in the lease or rental agreement, I agree as follows:

- [X] Broker may use a keysafe/lockbox.
[X] Broker may show Property as follows:
Tenant will allow signage, lockbox & showings last 30 days of occupancy or if owner lists home for sale. Tenant allows contact info posted on secure, Realtor only MLS site so that Realtors can call in advance & arrange showings of the home w/ 2 Hours notice
[X] (For Single-Family Dwellings:) Broker may post a "FOR SALE", "FOR LEASE", "FOR RENT" or "SOLD" sign on the Property.

Tenant acknowledges receipt of a copy of this document.

Date _____
Tenant _____
(Print Name)

Date _____
Tenant _____
(Print Name)

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KLA REVISED 4/13 (PAGE 1 OF 1)

KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY (KLA PAGE 1 OF 1)

Agent: Matt Marples Phone: (925)634-7774 Fax: (925)240-1092 Prepared using zipForm® software
Broker: Marples & Associates 8340 Brentwood Blvd. Brentwood, CA 94513



EAST CONTRA COSTA COUNTY DISCLOSURE

This statement is incorporated therein and made part of the Transfer Disclosure Statement for the property located at _____.

The statements provided by Seller in the Transfer Disclosure Statement have not been and will not be verified by Brokers or Agents. All information provided about the property with regard to the size and amenities have been obtained from the Seller for the convenience of Buyer. Buyer is urged to satisfy and verify the condition and statements of the Seller concerning the property. Agent has not measured the square footage of this property. Interested parties should independently verify the square footage.

As a tenant or owner of real property in the Contra Costa area, there are certain conditions that you should be aware of. The following is a brief description of these conditions. This should not be considered a complete description of these conditions, but merely an overview so that you may make inquires for further representation of the effects these issues may have on you and your property. **YOUR REPRESENTATIVE IS NOT QUALIFIED TO FULLY REPRESENT THESE CONDITIONS AND YOU ARE URGED TO SEEK PROFESSTIONAL REPRESENTATION FOR ANY FURTHER EXPLANATION OF THESE CONDITIONS.**

East Contra Costa County is undergoing rapid growth and development, and with the growth comes increased traffic and transportation concerns. The Highway 4 Bypass, Sand Creek extension, other new roads changing traffic patterns, widening of existing roads and future development should be investigated by contacting appropriate city and county agencies. Areas that are currently zoned with one classification could be re-zoned to another classification. For example, the land to the Northwest of Summerset Brentwood II is currently developed as an exclusive golf course, but it could possibly be developed for commercial uses. It is especially important to investigate the status of any vacant land close to a property a buyer is considering purchasing. The Highway 4 Bypass currently runs from Lone Tree Way down to Balfour Road. In the future, it will run from Highway 4 in the North down to Vasco Road at the South end. This could potentially become a source of traffic, noise, dust, vibrations and increased traffic flow dumping onto local roads. This will be especially a concern for those homes located in close proximity to the Bypass.

Railroad tracks are found throughout East Contra Costa County. For information regarding traffic frequency, contact the Contra Costa County Development Department, Transportation Planning Division.

East Contra Costa County is an agricultural area. Both the County and the City of Brentwood have adopted right-to-farm ordinances acknowledging that slow-moving farm equipment may use local roads, and that ordinary farming practices of cultivation and harvest do not constitute a nuisance. Seasonal activities such as dusting, spraying or burning may occur adjacent to residential development. Noise associated with farm equipment and certain animals and flies are a normal part of the agricultural way of life in East Contra Costa County.

The East Bay has several military institutions, some of which store weapons, which might be close in proximity of houses.

Police protection is provided to unincorporated areas and to the new City of Oakley by the Contra Costa County Sheriff's office. The "beat officer" may cover an area including Oakley, Knightsen, Byron and Discovery Bay to the county lines. The City of Antioch, Brentwood, and Pittsburg have municipal police departments. Municipal or volunteer fire protection districts may provide fire protection. The siren sounds when emergency calls are received may affect properties located near a fire station. This siren can be heard in various parts of the community in varying decibels.

Enrollment is rising and some local school districts may encounter difficulty in making room for all additional students. In some cases, a student may not be permitted to attend the schools closest to his/her home if that school's enrollment is at capacity. Buyers should contact the appropriate school district concerning this issue.

California has a large number of earthquakes and faults and other geological hazards that can cause major property damage.

Drinking water and wastewater treatment varies widely in East Contra Costa County. Many properties rely on private wells and septic systems that are regulated by the County. The Contra Costa County Water District provides Antioch and Oakley water. Brentwood has a series of city wells plus a contract with Contra Costa County Water District for additional water as needed. The Brentwood sewer plant is located on Sunset Road between Brentwood Boulevard and Sellers Avenue. The Iron House Sanitary District treatment plant is located on Walnut Meadows Drive in Oakley. For the locations of other wastewater treatment plants, contact local authorities. Tenant should contact appropriate authorities to determine if there are any planned cutbacks, shortages and/or increased charges in relation to any public utilities.

Existing landfill sites are either at or nearing capacity with several new sites under consideration by local government bodies. Tenants and owners should investigate the location of proposed sites and understand that the location and future development of landfills may have an effect on the failure of their property and cause a substantial increase to the cost of garbage collections.

Owners and tenants are advised that the local soil conditions tend to expand and contract during the seasons. This causes minor cracking and settlement cracks to rigid finishes such as sidewalks, patios, driveways, stucco walls, etc. Care should be taken to divert water away from foundations, retaining walls, and other structural components of a property. Caution! It is unlawful to divert water onto neighboring properties.

In recent years it has been determined that many substances may cause health problems. Some of these substances were common in the construction industry for years. Many properties in East County are also close in proximity to chemical plants, refineries, railroad tracks, etc., which could feasibly leak or emit toxic chemicals into the ground and air. Tenants and owners should employ professional inspectors to evaluate a home for the presence of any of these materials.

Tenants of properties located on a golf course are advised that at times golf balls could land in the yard. Tenant is advised to investigate the property location in relation to the different holes. Golf course memberships and availability will vary and the cost of membership may change periodically.

New development has resulted in some special service districts such as lighting districts, park districts, city bonds and Mello Roos, which will appear on the owners Contra Costa County property tax bill. Many neighborhoods have homeowner associations and/or CC&Rs which run with title.

The undersigned parties hereby acknowledge that they have read and received a copy of this disclosure.

Owner _____ Date _____ Tenant _____ Date _____

Owner _____ Date _____ Tenant _____ Date _____

Marples & Associates by _____



DISCOVERY BAY GENERAL DISCLOSURE

This statement is incorporated therein and made part of the Transfer Disclosure Statement for the property located at: _____.

1. All information provided about the property with regard to size and amenities have been obtained from the owner for the convenience of the tenant. The sales associates of *Marples & Associates* do not make any representations as to the accuracy of this information.
2. The disclosing associate has not measured the square footage of this property. Interested parties should, independently, verify the square footage.
3. The Town of Discovery Bay provides maintenance of the community water and sewer systems. Their phone number is (925) 634-1131. Your fee for usage of these systems will appear on your Contra Costa County tax bill.
 - a. The Discovery Bay sewer plant is located at the southeast corner of the golf course development, adjacent to Cherry Hills Drive.
 - b. Discovery Bay water comes from a system comprised of service wells. The water contains a high mineral content and, in some locations, may have an undesirable odor and may stain clothing or corrode appliances. Buyers may wish to invest in a water softener purification system.
4. Streetlights and parks are maintained by Contra Costa County.
5. Discovery Bay is within the jurisdiction of Reclamation District 800. This agency, along with having other responsibilities, maintains our waterways and provides for the slopes on the channels and bays in Discovery Bay. Dock construction, decks on or near the slope areas, and maintenance of the slope areas are subject to the rules of Reclamation District 800. Slope control maintenance is generally the responsibility of the property owner. Reclamation District 800 fees appear on the Contra Costa County tax bill for all properties within the district.

Some homeowners have received letters from Reclamation District 800 with regard to removal of trees that may be located in restricted areas of a main levee. You are hereby advised to obtain more information from Reclamation District 800 should this be a matter of importance in the selection of your future home. Their phone number is (925) 634-2531.

There have been some incidents of slope failure, particularly on the eastern side of Discovery Bay on Drakes Drive. A number of homeowners in that area filed a lawsuit in December of 1989 against the Hoffmann Company, Kleinfelder Engineers and Reclamation District 800. The lawsuit was settled February 1994.

All lots in the development contain some filled ground. The information concerning filled ground geologic and soil condition is available at Contra Costa County Building Dept., 651 Pine Street, Martinez, CA 94533.

6. The East Diablo Fire Protection District serves Discovery Bay. The Discovery Bay Fire Station is located on Discovery Bay Blvd., near the intersection of Riverlake Road.
7. The Contra Costa County Sheriff's Department provides police protection. The "beat" may cover an area including Oakley, Bethel Island, Knightsen, Byron and Discovery Bay to the county lines. Discovery Bay has a Sheriff's annex adjacent to the firehouse.
8. The Discovery Bay Elementary School, (925) 634-2150, serves grades K-4. Students are bussed to Byron Intermediate School for grades 5-8, and Brentwood Liberty High for grades 9-12. Further information can be obtained by calling the Byron Union School District offices at (925) 634-6644 or Liberty High School at (925) 634-3521.
9. Parts of Discovery Bay are within the Discovery Bay Property Owners Association boundaries and are covered by the CC&R's of that Association. These CC&R's were passed by a 2/3 vote of the property owners within certain tracts and took effect on 1/1/1988. Membership is mandatory within those tracts and voluntary to those outside of the tracts. Further information can be obtained from DBPOA, P.O. Box 666, Byron, CA 94514. The Harbor Bay and Marina Circle condominiums, the Lido Circle and Sand Bay Isle townhomes, and the Cypress Landing homes all have their own associations and may be contacted for any information as desired by the buyer.
10. Tenant is advised that the original Discovery Bay Master Plan for the Marina shows boat berthing on the south side of Harbor Bay as needed.
11. Golf Course properties are subject to the CC&R's of the Discovery Bay Country Club Residential Association. For further information, you may contact Homeowners Business Management, Inc., 1855 Gateway Blvd., Suite 340, Concord, CA 94520. The buyer is made aware that the golf course membership and availability may change periodically. The buyer is advised to contact Discovery Bay Country Club (925) 634-0700 for current information.
12. If you are leasing a home on the golf course, please be advised that golf balls could land in your yard; hence, it is advisable to investigate the property location in relation to the different holes.
13. Tenant is made aware that Egeria Densa and other aquatic weeds exist in Discovery Bay which may affect navigation and use of the waterways. For details on management of these weeds contact the Reclamation District 800 at (925) 634-2351.

The undersigned parties hereby acknowledge that they have read and approved of the above information and have received a copy hereof.

Owner _____ Date: _____

Owner: _____ Date: ____

Tenant: _____ Date: _____

Tenant: _____ Date: _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [] California Residential Purchase Agreement, [x] Residential Lease or Month-to-Month Rental Agreement, or [] Other: _____, dated _____, on property known as:

123 main st, ccoo, ca 88888 ("Property") in which _____ is referred to as Buyer or Tenant and _____ is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord _____ Date _____

Seller or Landlord _____ Date _____

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FLD REVISED 11/10 (PAGE 1 OF 2)

Buyer's/Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Property Address: 123 main st
ccoo, ca 88888 Date _____

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

(Please Print) Agent (Broker representing Seller or Landlord) By _____ Associate-Licensee or Broker Signature Date _____

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date _____ Buyer or Tenant Date _____

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) By _____ Associate-Licensee or Broker Signature Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





PET ODOR DISCLOSURE

The Owners of the property at _____ hereby disclose that they now own ____ (initial), have owned ____ (initial), or never have owned ____ (initial) any pets while residing in the property, or that they have had tenants who have owned pets.

These pets may or may not have damaged the floor coverings. Tenants are advised to satisfy themselves as to the conditions of the floor coverings prior to commencement of lease.

Tenants and Owners acknowledge that the Listing and Selling Brokers cannot guarantee the condition of the floor coverings or any other areas.

Tenants are aware that inspections are available to detect pet urine in carpet, baseboards, sheetrock, etc.

Tenants are to select one of the following by placing their initials on the line that applies. Tenants acknowledge that, by not initialing either one, they waive their rights in regard to this inspection.

- 1. Tenants elect to order inspections at their expense. _____ (initial)
- 2. Tenants elect to waive rights to inspections. _____ (initial)

Tenant Date

Owner Date

Tenant Date

Owner Date



PET AGREEMENT

The following terms and conditions are hereby incorporated in and made part of the Residential Lease-Rental Agreement and Deposit Receipt dated: _____ on the property know as: _____

1. Only pets listed and described below are authorized under this Pet Agreement. Additional pets must have owner approval prior to introducing them onto the property. Any pets no longer domiciled on the property will be reported to the Property Owner/Property Manager in writing.
2. The pet or pets will not be a cause of any danger to anyone or anything, nor constitute a nuisance. Tenants agree that pet(s) will not cause noise, such as barking, that may disturb others. It will not be a health hazard nor soil the premises, grounds, yards, parking area, walks, decks, and gardens or landscaping. Tenant agrees to clean up after the pet(s) and be totally and completely responsible and liable for any damage, injury, or actions arising from or caused by the pet(s).
3. Tenant agrees to register and license the pet(s) in accordance with all applicable local laws and regulations and to immunize the pet(s) should this be a requirement of local law or regulation.
4. Tenant warrants the pet(s) to be housebroken and has no history of any actions causing physical harm to persons or to property and further warrants that the pet(s) has no history of any vicious or destructive behavior or tendencies.
5. Proper disposal of cat litter and dog waste will be accomplished frequently and odors, should they be present, will be corrected immediately. Birds will be properly caged and appropriate shielding will be secured to collect seeds and droppings so as not to damage floors or carpeting. Fish aquariums will be secure from leaks and cleaned regularly to prevent foul odors.

Notice: In the event of violation of any of the above terms and conditions, the Owner/Manager shall have the right to immediately cancel this Agreement and have the pet(s) removed from the premises. In the event Tenant refuses to comply with the removal of the pet(s), the lease is voidable and Tenant may be required to vacate the premises. Nothing contained herein shall in any way imply a waiver of Tenant's responsibility for any damage or injury caused by pet(s).

PET(S) DESCRIPTION (as appropriate)

Name	Kind	Sex	Type/Breed	Color	Age	Weight

Tenant: _____ Date: _____
 Tenant: _____ Date: _____

Owner/Agent for Owner: _____ Date: _____



ADDENDUM TO LEASE AGREEMENT

Property Address: _____

1. ____ / ____ Tenant understands there will be a move-in inspection and a move-out inspection in order to complete a checklist. Any damages to the property shall be deducted from Tenant's security deposit and if damages exceed the amount of the security deposit, the balance may result in court action.

2. ____ / ____ Tenant agrees to a survey of the property 90 days after move in and understands that an annual survey will be done thereafter.

3. ____ / ____ **Tenant agrees and understands that carpets and home will be professionally cleaned by a professional carpet cleaning company and professional cleaning company upon their move out and deducted from the security deposit. (Property Manager will schedule.)**

4. ____ / ____ Should Tenant break lease prior to expiration period (if applicable), releasing costs, advertising costs, rental commission and subsequent rental amount will be charged to Tenant.

5. ____ / ____ Tenant may make upgrades to the yard. Any major changes must be requested and approved by Owner in writing and all are at Tenant's expense. Tenant agrees not to alter the automatic irrigation system without written permission.

6. ____ / ____ **Tenant will not apply the security deposit as payment of the last month's rent.**

7. ____ / ____ **Any repairs are to be reported to the Owner's agent before taking any action.** Failure to do this puts the liability of payment on the Tenant. All requests for work must be in writing. Forms are available if not already provided.

8. ____ / ____ Tenant must provide proof of Renter's Insurance prior to delivery of possession of property and Owner must be named as an additional Payee on said policy.

- 9 ____ / ____ Tenant is to have utilities, electricity, gas, water and garbage services put into Tenant's name as of move-in date.

10. ____ / ____ If tenant resides in a property governed by a Home Owners' Association, Tenant shall abide by the CC&R's, By Laws and Articles of Incorporation of the Association. Homeowner to provide a copy of same for Tenant prior to or upon occupancy.

Tenant initials: _____ / _____

Date: _____

11. ____ / ____ During the last 30 days of occupancy, Tenant will allow signage and a real estate key lock box to be placed on property and property to be shown to prospective tenants during reasonable hours and with prior notice received.
12. ____ / ____ Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified sex offenders is made available to the public via the Internet website 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.
13. ____ / ____ Tenant understands that maintaining all smoke detectors and carbon monoxide detectors in proper working order at all times is their responsibility and for their own safety. Further, Tenant agrees, should this be a hardship, to contact the Property Management Company immediately and assistance will be provided.
14. ____ / ____ Tenant understands that the cost to repair any system on the property that is identified by others (i.e. repair contractors) as caused by tenant negligence will be the responsibility and liability of the tenant.
15. ____ / ____ As part of move – in inspection all valves must be inspected and found to be in working order.
16. ____ / ____ Tenant understands that any reoccurring or one time pest control service(s) is the responsibility of the tenant.
17. ____ / ____ Tenant agrees to provide written notice to Marples Property Management of tenant's intent to vacate no later than the commencement date of the last month of tenancy.

THE UNDERSIGNED PARTIES AGREE THAT ALL OF THE ABOVE CLAUSES ARE A PART OF THE ABOVE-REFERENCED LEASE/RENTAL AGREEMENT.

Tenant: _____ **Date:** _____

Tenant: _____ **Date:** _____

Agent: _____ **Date:** _____



VERIFICATION OF LOAN STATUS

Owner hereby acknowledges that the loan of the following property is current.

PROPERTY ADDRESS: _____

Marples & Associates Inc.: _____
Signature of Agent **Date**

Owner: _____
Signature of Owner **Date**

Tenant: _____
Signature of Tenant **Date**