

FIXED TERM LEASE

- 1) PARTIES: This agreement is made between Everett Apartments (the Lessor) and _____, (the Lessee[s]).
- 2) DESCRIPTION OF PREMISES: Lessor leases to Lessee and Lessee leases from Lessor Unit # _____, located at _____
Chico, CA 959 _____.
- 3) TERM: The lease begins _____, and ends _____.
- 4) RENT: Lessee agrees to pay as rental of said premises the sum of _____ dollars (\$ _____) per month, payable in advance and due on the first day of each month during the term of this lease agreement. All rent shall be prorated for any partial calendar month at the beginning and at the end of the term of this lease agreement. A discount of \$ _____ will be allowed in each calendar month in which the rent for that month is fully paid by the end of the third day of the month, if there is no past due rent which is then owed. A late charge of ten dollars (\$10.00) will be assessed upon any portion of the rent which remains due after the fifth day of each calendar month.
MAKE YOUR CHECKS PAYABLE TO _____ APARTMENTS.
- 5) OCCUPANCY: The premises are leased as a private residential dwelling to the following named persons:

Premises are not to be used for any other purpose whatsoever, without first obtaining Lessor's written permission.

Lessee acknowledges that this agreement is between the Lessor and each Lessee executing this agreement jointly and severally and in the event of default by one, each and every Lessee shall be responsible for payment of rent and any other provisions of this agreement.

- 6) UTILITIES: The Lessor shall pay for all _____ garbage, water. The Lessee shall pay for all _____ gas, electric, cable, telephone, internet _____ and all other utilities.
- 7) SECURITY DEPOSIT: On execution of this Lease, Lessee shall deposit with Lessor, a security deposit of _____ dollars (\$ _____), the Lessor will hold the security deposit until possession of the leased premises has been received. The Lessor will return to the Lessee the full amount of the deposit, less those amounts which are reasonably necessary to remedy any defaults in the payment of rent, to repair damages to the leased premises caused other than by ordinary wear and tear, to clean the leased premises, to professionally clean and/or repair the carpeting, to change the locks, and for any necessary painting. At any time during the term of this Lease, Lessor may expend all or any portion of the security deposit for the repair of damages to the premises, exclusive of ordinary wear and tear, caused by Lessee or by a guest or licensee of the Lessee; or for any other lawful purpose; in the event Lessor resorts to such security deposit, Lessee agrees to pay and deliver to Lessor as additional security an amount equal to that withdrawn or used by Lessor, so as to restore the security deposit to the amount set forth above. Lessee shall pay such amount to Lessor within thirty (30) days after written demand for such by Lessor, such demand to be accompanied by reasonable written evidence of the amount actually expended or withdrawn by Lessor from the security deposit. Lessee(s) may not apply the security deposit towards their rental obligation without the prior written consent of the Lessor. The Lessor will return the security deposit to the Lessee within

the time and in the manner provided by law. Any refund of the security deposit shall be made in the form of one check payable to all of the Lessee(s) on the lease. For Lessee(s) to receive separate security deposit checks, all Lessee(s) need to provide a signed request in writing to the Lessor. By law, the security deposit will be sent to your last known (Everett Apartments) address, if a forwarding address is not provided. The Security Deposit will remain on deposit with Everett Apartments until the premises are completely vacated. Lessee(s) will be charged rent as long as they have possession of the keys or there are items left in the apartment. Included in the Security Deposit is a deposit of \$5.00 for each of:

_____unit keys, _____fitness center key, _____mailbox key, _____pool key, _____laundry room key

- 8) **SHOWING OF PREMISES** : At any time during this lease, with a 24-hour written notice of intent to enter delivered to Lessee or posted on Lessee's door, Lessee hereby grants Lessor, prospective buyers, appraisers, prospective lessees, or inspectors, permission to examine and show the premises at reasonable hours of the day.
- 9) **ENTRY FOR REPAIRS AND ALTERATIONS**: Lessor shall have the right to enter the leased premises at reasonable hours whenever necessary to make repairs and alterations of the leased unit with a 24-hour written notice of intent to enter delivered to Lessee or posted on Lessee's door. In the event of an emergency, Lessor may enter the leased premises without a 24-hour written notice. Lessee shall be responsible for reporting any damages to the premises or any condition which if untreated, might result in damage to the premises. The expense of any further damages caused as a result of failure to report maintenance will be charged to Lessee. Such maintenance may include plumbing leaks, roof leaks, electrical malfunction, excessive appliance noise, broken windows, etc. Lessee is fully responsible for the repair or replacement of any broken, damaged, or missing windows, screens, door jambs and doors.
- 10) **ASSIGNMENT OR SUB-LEASE**: Lessee shall not attempt to nor assign or sub-lease this lease or any part of their interest therein, without prior written consent of Lessor. Lessor reserves the right to assign his/her interest in this lease, and any sums received thereunder, on transfer of Lessor's interest in the premises.
- 11) **LEASE ASSUMPTIONS**: Lessor allows lease assumptions with the proper paperwork filled out and approved by the Lessor. There is a one hundred and twenty-five dollar (\$125.00) administrative cost for each exiting resident.
- 12) **LEAVING EARLY**: Should you need to vacate the apartment before your lease end date, you can choose to fill out a Leaving Early form, which gives Lessor permission to use your security deposit to complete any cleaning, repairs or painting necessary in order to try to re-rent the apartment. You are still bound by all terms of the lease until such time as the apartment is re-rented or the end of your lease. There is a one hundred and twenty-five dollar (\$125.00) administrative cost for each exiting resident.
- 13) **NO PETS**: Lessee agrees not to keep or permit to be kept on the premises either temporarily or permanently any pets whatsoever including but not limited to any dog, cat, bird, reptile, or any animal without previous written consent of the Lessor
- 14) **NO WASTE, NUISANCE OR UNLAWFUL USE**: Lessee shall at all times keep and maintain the premises in a good, safe and clean condition, and upon termination hereof shall surrender the premises to Lessor in the same condition as when received, reasonable wear and tear excepted. Lessee shall not engage in or permit others to engage in any of the following actions on the premises:
 - a. Cause, maintain, or permit to be maintained a nuisance thereon;
 - b. Use or permit the premises to be used in any unlawful manner;
 - c. Play or permit to be played any instrument, radio, stereo, television, or other device loud enough to be heard outside the interior of the unit.
 - d. Engage in any activity which harms or which reasonably could be expected to bring harm to the physical condition of the premises or the goodwill and business reputation of any apartment house, housing development or other multi-family development of which said premises are a part.
 - e. No alcohol outside in the common areas. No kegs allowed on the premises.
 - f. Lessee shall not publicly display any sign or exhibit on the premises without prior written consent of Lessor.
 - g. No exhibition of alcohol, drugs, or illegal activities is allowed on the premises.
 - h. No parties are allowed without written permission from Everett Apartments three weeks prior to the event. A party is defined as more than 5 people other than the Lessee(s)'s on the lease.
- 15) **WAIVER OF ONE BREACH NOT WAIVER OF OTHERS**: Lessor's failure to act or exercise any right or remedy available to Lessor shall not constitute a waiver by Lessor or a consent to any other or subsequent act or omission by Lessee.

- 16) **ATTORNEY'S FEES:** If the Lessee breaches the Agreement and abandons the leased premises before the end of the term, or if his right to possession is terminated by Lessor because of a breach of the Lease, the Lessor may recover from the Lessee, among other things, the worth (at the time of the award) of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. Should any litigation be commenced between the parties to this Lease concerning said premises, this Lease, or the rights and duties of either in relation thereof, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted therein, to a reasonable sum as and for his attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.
- 17) **LESSOR'S NON-LIABILITY FOR LOSS OR INJURY ON LEASED PREMISES:** The parties agree that Lessor shall not be responsible for loss or injury received on the leased premises and Lessee agrees to defend and to hold Lessor harmless and indemnify it for any loss or injury suffered thereon. The parties further agree that Lessor shall not be responsible or liable for loss of, or damage to, any personal property belonging to Lessee or to Lessee's guests or invitees.
- 18) **POSSESSION:** If Lessor is unable to deliver possession of the premises at the time of commencement of this lease, Lessor shall not be responsible for any loss caused thereby, nor shall this lease become void or voidable, but Lessee shall not be responsible for rent until the unit is rent ready. Lessee may terminate this lease by written notice to Lessor if possession is not delivered within 45 days of commencement of the terms of this lease.

Initial _____

- 19) **REDECORATING OR ALTERATIONS:** Lessee shall not make alterations to the leased premises, or redecorate in any way that would make or cause alterations, or repaint the walls or woodwork, without first obtaining Lessor's written consent thereto. Lessee shall not publicly display any sign or exhibit on the premises without prior written consent of Lessor.
- 20) **LEASE APPLICABLE TO SUCCESSORS AND ASSIGNS:** This lease shall inure to and be binding on the heirs, successors, executors, administrators and assignees of the parties.
- 21) **VISITORS:** No visitors may stay overnight for more than 10 days in any 6 month period without written permission from Lessor.
- 22) **RULES AND REGULATIONS:** Lessee agrees to comply with all Lessor's "Rules and Regulations" which are applicable to all the other tenants at this location and are in existence at the time of execution of this lease. Lessee will also comply with any such rules and regulations adopted from time to time by Lessor after execution of this lease, as long as they do not cause a substantial change in the provisions of this lease.
- 23) **STORAGE:** No right of storage is given by this lease, nor is Lessee given any permission to store articles in the said premises during the term of this lease, without written permission first obtained by Lessor. Lessor shall not be liable for loss of, or damage to, the goods so stored. You cannot keep illegal or unauthorized items in your apartments. You cannot keep illegal or unauthorized items in your storage units. Such items would be, but not limited to any flammable liquids, corrosives, explosives, materials subject to spontaneous combustion, fire arms, ammunition, ect.
- 24) **CREDIT REPORTING:** Lessor, at time of application or from time to time during Lessee's tenancy, may obtain information from a credit reporting agency. Such information may be used to determine eligibility for leasing or a change of terms of tenancy. As required by law, Lessee is hereby notified that a negative credit report reflecting on Lessee's credit may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.
- 25) **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 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.
- 26) **CAUTION PESTICIDES ARE TOXIC CHEMICALS:** Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your

physician or poison control center and your pest control company immediately. For further information, contact any of the following: Your Pest Control Company is Coreylee Pest Control, 228-8717; for health questions call the County Health Department, 891-2731, the County Agricultural Commissioner, 891-2754 and for regulatory information the Structural Pest Control Board, 519-263-2544.

27) ADDITIONAL TERMS AND CONDITIONS: The following additional terms and conditions are agreed to by all parties: _____

IF APPLICABLE:

Initial _____	Lessee acknowledges receipt of a copy of "Rules and Regulations" which is attached and made a part of this lease.
Initial _____	Lessee acknowledges receipt of a copy of "Swimming Pool/Fitness Center Policies" which copy is attached and made a part of this lease.
Initial _____	Lessee acknowledges receipt of a copy of "Pet Agreement", which copy is attached and made a part of this lease, providing Lessor has given Lessee permission for that pet.
Initial _____	Lessee acknowledges receipt of a copy of the EPA publication "Protecting Your Family from Lead in Your Home" and a copy of "Lead-Based Paint and Lead Based Paint Hazards" disclosure.
Initial _____	Lessee acknowledges receipt of a copy of "Recycling and Household Hazardous Waste Addendum" which is attached and made a part of this lease.
Initial _____	Lessee acknowledges receipt of a copy of the "Mold Notification Addendum."
Initial _____	Lessee acknowledges receipt of a copy of the "Prop 65 Addendum"
Initial _____	Lessee acknowledges receiving "Tenant Instructions for Return of SD"

 (Agent's Signature) (Date)

 (Lessee's Signature) (Date)

 (Agent's Title)

 (Lessee's Signature) (Date)

PG&E----- 1-800-743-5000
 Cal Water Service----- 895-8486
 AT&T----- 1-800-310-2355
 Comcast ----- 1-800-COMCAST



 (Lessee's Signature) (Date)

 (Lessee's Signature) (Date)

VEHICLE INFORMATION

Make, model & year of vehicle / License # and color

