

Rental Agreement

1. Parties: The parties to this Agreement are **Seville Realty Services, Inc.**, herein called Agent (for the OWNER) and _____ herein called Resident
2. Premises: The Agent hereby rents to Resident and Resident hereby hires from Agent, the premises commonly known as _____, California
STREET ADDRESS _____ *APT. #* _____ *CITY* _____ *ZIP* _____
subject to the terms, conditions and covenants set out herein, which are a material part of the consideration for this Agreement.
3. Term: This Agreement will commence on _____, 19_____.
 and continue through _____, 19_____, for a total rent of \$ _____ (_____ dollars), thereafter it will be on a month-to-month basis until either party will terminate the tenancy by giving written notice to the other of intention to terminate at least 30 days prior to the date of termination.
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4. Rent: The monthly rental for the premises will be \$ _____, due and payable, in advance, on the **first day of each month**. Rent may be mailed to **PO Box 70002 San Diego, Ca 92167** or paid in person at 4421 Park Blvd San Diego Ca 92116. There is a 5-day grace period and Agent is entitled to make written demand for the rent unpaid on the third day of the rental period. The resident agrees to pay a late charge of \$35 and \$3 per day thereafter. Said late charges will be deemed additional rent. The Resident will not have the right to pay rent along with a late charge after a Notice to Pay or Quit has expired. Agent and Resident agree that the charge is presumed to be the damages sustained because of the Resident's late payment of rent, and that it is impracticable or extremely difficult to fix actual damages. The Resident agrees to pay a service charge of \$25 if Resident's bank returns a rent check for insufficient funds. Any subsequent returned checks will be subject to a \$35 charge. If the bank returns Resident's rent check more than once, all future rent will be paid by certified check or money order.
5. Utilities: Resident will be responsible for all utilities and services and agrees to make payment for same, except _____, which will be paid by Agent. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by the 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 useable telephone jack and one telephone line to the premises.
6. Security Deposit: Agent hereby acknowledges receipt of a security deposit in the amount of \$ _____. The security deposit will cover damage to the premises caused by Resident or any other person on the premises with Residents consent, normal wear and tear excepted; breach of the Agreement including nonpayment of rent; and cleaning of the premises upon termination or expiration of the tenancy. **NO PORTION OF THIS DEPOSIT SHALL BE USED TOWARD LAST MONTH'S RENT WITHOUT PRIOR WRITTEN CONSENT OF THE AGENT.** Within twenty-one (21) days of date possession is delivered to Agent, Agent shall refund the entire security deposit to Resident (or in the case of Co-Residents, to the last remaining Co-Resident), or if deductions have been made, a written itemization of all deductions stating the reason therefore and the amount thereof along with the remainder of the security deposit, if any. Resident is liable to Agent for any costs hereunder in excess of the security deposit.

Security Deposit Refund Policy

I understand that the return of my security deposit is subject to the following conditions:

- That a thirty (30) day written notice of my intent to vacate is given to you prior to vacating;
- That there is no damage to the premises, (interior, exterior, lawns and shrubs, etc.), beyond normal wear and tear;
- That the premises have been cleaned (including range, refrigerator, bathroom, closets and cupboard), the freezer defrosted and the carpets cleaned;
- That all debris and rubbish have been carried out and placed in the proper rubbish containers;
- That all keys, garage door openers, etc. have been returned on the day that the premises are vacated; and
- That there are no unpaid, late or outstanding rent or other charges owing.

I understand that the security deposit refund will be addressed jointly to all remaining residents who signed the rental agreement unless I furnish other instructions signed by all remaining residents, and that the refund will be mailed within the time required by law to the forwarding address that I give to Management before vacating the premises.

I also understand that I am liable for damages in excess of my security deposit.

Resident

Co-Resident

7. Use, Occupancy and Maintenance of the Premises: The premises are to be used only as a private residence for not more than _____ Person(s) and for no other purpose without the prior written consent of Agent. The premises shall be occupied only by the following named person(s):

Resident shall notify Agent of maintenance concerns and needs in written form prior to withholding rent or making any repairs. Resident agrees not to allow any excessive noise or activity on the premises or commit any other nuisance or act which disturbs or interferes with the peace and quiet of neighbors. Resident agrees to keep the dwelling unit in a clean and sanitary condition, to keep the premises clear of debris, rubbish and unsightly materials, and not to allow the commission of waste upon the premises. Resident shall not violate any governmental law or ordinance relating to the use of the premises. **After initial 30 days of tenancy, Resident is responsible for clearing any clogged drains with the exception of clogs caused by tree roots or defective sewer pipes.**

8. Entry-Inspections: Agent may enter the premises with consent of Resident or upon prior written notice to Resident (24 hours shall be deemed reasonable advance notice) for the purpose of: making repairs, alterations or additions; installing, repairing, testing or maintaining smoke detectors; or to show the premises to prospective residents, purchasers or mortgagees. Entry shall be made during regular business hours. For the purposes of making repairs and showing the premises, regular business hours shall be defined as 8:00 a.m.-7:00 p.m. Monday through Friday and 10:00 a.m.-5:00 p.m. Saturday and Sunday. In the event of an emergency (such as a fire or plumbing leak, etc.) Agent may enter the premises without consent or prior notice. Agent shall have duplicate or master keys to all locks upon the premises.

9. Damage to the Premises: Resident shall be liable for the cost of repairs of any damage to the premises caused by Resident or any person on the premises with Resident's consent. Damages shall be reported to Agent (immediately) and cost to repair shall be at Residents expense, reimbursement within ten (10) days after repair by Agent.

10. Alterations-Signs: Except as provided by law, Resident shall not make any alteration, repair or decoration to the premises without prior written consent of Agent. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of Agent.

11. Multiple Occupancy: Resident acknowledges that this Agreement is between Agent and each Resident executing this Agreement jointly and severally, whether or not in actual possession of the premises. In the event of default by anyone, each and every remaining Resident shall be responsible for payment of rent and all other provisions of this Agreement.

12. Holdover: If Resident holds over at the expiration of the termination date of the tenancy herein, and Agent accepts rent thereafter, then this Agreement shall remain in full force and effect except that the tenancy shall become month-to-month at the monthly rental then in effect plus \$ _____ per month, unless otherwise agreed by the parties in writing.

13. Subleasing-Assignment-Liens: Resident shall not sublet the premises or assign this Agreement without the prior written consent of Agent, which consent shall not be unreasonably withheld. Resident further agrees not to allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Resident is a party without Agent's prior written consent.

14. Abandonment: Resident shall not vacate or abandon the premises prior to the expiration or termination of the Agreement. If Resident does abandon, Agent shall have the right of reentry pursuant to the laws of the State of California. Upon termination of this Agreement by written notice pursuant to California law, Resident shall without further notice from Agent vacate the premises, remove all personal property belonging to Resident, and leave the premises in as good and clean condition, normal wear and tear excepted, as they were upon occupancy by Resident.

15. Re-entry-Default: Upon material breach of this Agreement or default by Resident, Agent reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.

16. Possession: If Agent is unable to deliver possession of the premises at the time of commencement of this Agreement, Agent shall not be liable for any damage caused thereby, nor shall this Agreement be void or void able but Resident shall not be liable for rent until possession is delivered. Resident may terminate this Agreement by written notice to Agent if possession is not delivered within seven (7) days of commencement of the term of this Agreement.

17. Legal Fees: In the event of any legal action by the parties arising out of this Agreement. The losing party shall pay the prevailing party reasonable attorney's fees and costs in addition to all other relief.

18. Notices: All notices required by this Agreement shall be in writing and delivered to the parties as follows: To Resident at the leased premises. To Agent by service to: **Seville Realty Services, Inc., a California Corporation, Post Office Box 70002, San Diego, California 92167.** Notices made out to individuals will not be accepted.

19. Smoke Detectors: The premises are equipped with smoke detectors. The Resident acknowledges that each smoke detector was tested and its operation explained by the Agent to the Resident at the time of initial occupancy and that each smoke detector in the unit was working properly at the time.

Resident agrees to: inspect and test each smoke detector monthly; to replace the batteries as needed; to notify the Agent promptly in writing of any defects or malfunctions; and to And to not remove, dismantle or otherwise render the smoke detector(s) inoperable. Resident also holds Agent harmless from any liability in connection with the failure of Resident to check, test and change batteries in the smoke detector(s).

Resident's Initials: _____ Co-resident's Initials: _____

20. Rules and Regulations: Resident agrees to comply with all reasonable Agent rules and regulations which are applicable to all residents and are in existence at the time of execution of this Agreement. Resident will also comply and Management reserves the right, upon thirty (30) days written notice to Resident, to make such further reasonable rules and policies as in its judgment may, from time to time, be needed for the safety, care, cleanliness, protection and preservation of good order therein.

A. Conduct: all activities and conduct of Residents, their family, children and guests, in and around the premises and common areas must be reasonable and not interfere with the peace, comfort and quiet enjoyment of other residents.

B. Noise: Residents, their family, children and guests will respect the peace, comfort and quiet enjoyment of other residents. Musical instruments, radio, television sets, stereos, etc., should be played only during reasonable hours, which shall be 10:00 a.m. to 10:00 p.m. and at a reasonable volume.

C. Parking: Park only in your designated space. (Cars parked in unauthorized areas will be towed). It is the Resident's responsibility to inform guests to park on the street or in a visitor designated areas. Car repairs and washing are to be done in designated areas only. (Abandoned, inoperable or vehicles not currently registered will be towed away). Trailers, boats, campers and recreational vehicles are to be parked in designated areas only.

D. Garbage: Wrap all wet garbage before placing in the appropriate containers. Boxes should be crushed and stacked neatly in the corner. Residents are expected to keep the garbage areas clean and free of litter.

E. Laundry Room: The laundry room hours are from 9 AM to 9PM. Report any malfunction to the equipment to the Management or Laundry Repair Service. The laundry room equipment is to be used only for washing and drying the usual personal and household items. Do not use flammable cleaning solutions or dye clothing in the washing machines. Children are not allowed in the laundry room unless accompanied by an adult.

F. Maintenance: Contact the Management for repairs or maintenance at the number listed above between 9 AM to 5 PM, Monday through Friday. Emergency calls will be handled promptly. Residents will be charged for repairs or maintenance for damages caused by Resident's neglect or abuse of the property.

G. Alterations and Locks: Please check with Management for acceptable methods of hanging pictures, posters, lamps, plants, etc. so as to avoid excessive damage to walls and ceilings. Painting, staining, wallpapering or changing or replacing locks may not be done without the prior written permission of the Management. Management will retain a passkey to all premises for emergency purposes. After hour lockouts: Resident acknowledges that a \$25.00 service charge will be paid if they lose their keys or lock themselves out of their unit, if Management is requested to open the unit.

H. Signs: No signs, signals or advertisements shall be affixed to any part of the premises which can be seen by the general public. Exterior installation of television or radio aerials must first receive written permission from Management.

I. Windows: No Venetian blinds, awnings, draw shades, curtains or drapes will be installed on exterior windows without the prior written permission to the Management. Resident will close all doors and windows when necessary to avoid possible damage from storm, rain or other elements, and will be responsible for all damage resulting from failure to do so.

J. Electric Light Bulbs: Each rental unit is completely furnished with light bulbs at the time the Resident takes possession. It is the Resident's responsibility to replace them thereafter.

K. Storage: Bicycles, toys and other personal effects are to be stored in the areas provided and are not to be left in the common areas of the premises or on balconies or patios. No gasoline, paint or other flammable materials will be stored on the premises. Management is not responsible for any loss or damage of any kind to Resident's belongings left in the storage rooms, lockers, or common areas. Use of the storage rooms or lockers is voluntary and at the Resident's risk.

If applicable: The premises are subject to CC&Rs or other governing documents which run with the premises and which pertain to the use, occupancy and maintenance of the premises. Resident agrees to abide by all such portions thereof, and such reasonable amendment as may from time to time be adopted by the governing board. Resident further agrees to indemnify and hold Agent harmless from any damages suffered, including but not limited to, any fines or penalties which may be assessed or levied by any public or private entity, on account of or arising from any violation or breach of such CC&Rs or other governing documents. Resident acknowledges receipt of such document(s), which is/are attached to and made a part of this Agreement.

Resident acknowledges receipt of Resident Handbook.

Resident's Initials: _____

Co-Resident's Initials: _____

I. Pets: No pets, including any animal, bird, fowl or reptile, and no aquariums in excess of ten (10) gallons, are allowed on the premises without the prior written consent of Agent.

PET AGREEMENT ADDENDUM

If permission for a pet has been given, by initialing as provided, Resident acknowledges the Pet Agreement Addendum herein: _____

A. Resident desires and received permission from the Agent to keep the pet named _____ and described as _____

B. In the event of default by Resident of any of the terms of this Agreement, Resident agrees, upon proper written notice of default from Agent, to cure the default, remove the pet or vacate the premises. Resident agrees Agent may revoke permission to keep said pet on the premises by giving Resident proper written notice. (Type of Cat) (Age) (Weight)

C. As an additional security deposit, Resident agrees to pay Agent the sum of \$ _____, receipt of which is hereby acknowledged. Agent may use there from sub amounts as is reasonably to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be added to the rental Agreement security deposit and disbursed thereafter as required by law. Resident agrees to pay Agent for any damages or costs caused by the pet in excess of the security deposit on demand by Agent.

D. Resident agrees to comply with: 1) The Health & Safety Code; 2) All other applicable government laws and regulations, such as, but not limited to, licensing, etc.

E. Resident represents the pet is quiet and housebroken and will not cause any damage or annoy other residents.

F. Resident agrees that the pet will not be permitted outside the Resident's unit, unless restrained by a leash. Use of the grounds or premises of Agent's for sanitary purposes is prohibited.

G. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisances or in any way to inconvenience, or cause complaints, from any other Resident. Any defecation or waste created by the pet shall immediately be cleaned up by Resident.

H. Any pet left unattended for 24 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment or inability to care for the animal shall be reported to the County Animal Control or other appropriate authorities. Such circumstances shall be deemed an emergency for the purposes of the Agent's right to enter the Resident's unit to allow such authority to remove the animal from the premises. The Agent accepts no responsibility for any pet so removed.

I. Resident agrees to indemnify, defend and hold Agent harmless from and against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's pet.

Resident's Initials: _____

Co-Resident's Initials: _____

22. Liquid Furniture: No liquid furniture of any kind is allowed on the premises without the prior written consent of Agent, which will not be unreasonably withheld if the property received its valid certificate of occupancy after January 1, 1973.

23. Time: Time is of the essence in each provision of this Agreement.

24. Waiver: Failure of Agent to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this Agreement.

25. Hold Harmless and Waiver: No insurance is provided by Agent for Resident's personal property. Resident agrees to indemnify and hold Agent harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Resident or any other person on the premises with Resident's consent except as may be caused by the gross negligence of Agent.

Resident shall obtain his own renter's insurance: Resident's initials: _____ Co-Resident's Initials: _____

26. Severability: If any provision of this Agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given effect without the invalid provision or applications. To this end all provisions of this Agreement are severable.

27. Miscellaneous: The heads of titles of paragraphs herein are not part of this Agreement and shall have not effect upon construction or interpretation. For purposes of interpretation of this Agreement, the masculine shall include the feminine and the singular shall include the plural. Resident is and will be required to notify Agent of any employment changes to the original application. Resident's rental application is hereby incorporated in and made a part of this Agreement. Any misrepresentation or omission made by Resident in the application will constitute a material breach of this Agreement. Resident could be responsible for cost incurred by Agent to defend any frivolous court actions or law suits.

28. 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.

29. Condition of Premises: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detectors.

CHECK ALL THAT APPLY:

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenants acknowledgement of the condition of these items is contained in an attached statement of condition.
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **5 DAYS** of commencement date, not as a contingency of this agreement but rather as an acknowledgement of the condition of the Premises.

30. Entire Agreement: The foregoing constitutes the entire Agreement between the parties and may be modified only by writing. This Agreement is between Agent and each named Resident, individually and severally. The named Residents are jointly and severally responsible for performances of their obligations under this rental Agreement, including the payment of rent.

WHEREOF, we, the undersigned, do hereby execute and agree to this Agreement.

_____ Resident	(Date)	_____ Resident	(Date)
_____ Resident	(Date)	_____ Resident	(Date)
_____ Agent	Title	_____ Date	

CO-SIGNER ADDENDUM

1. Co-signer agrees that s/he has read the Agreement to Rent or Lease entered into by Agent and Resident(s) and understands the terms.
2. Co-signer agrees to personally guarantee the payment of any monetary damages suffered by Agent including but not limited to, actual attorney's fees incurred in the enforcement of said Agreement to Rent or Lease and/or this Co-signer Agreement.
3. Furthermore, Co-signer acknowledges that s/he is not occupying the premises leased pursuant to the Agreement to Rent or Lease, nor is s/he entitled to service of any of the statutory notices required by law to be provided occupants.
4. This Co-signer Agreement shall continue in full force and effect for the entire term of Resident's tenancy including any extension, and any rental increases in effect during such tenancy.

_____ Co-signer	_____ Date	_____ DL#	_____ SS#
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RENTAL/LEASE AGREEMENT ADDENDUM FOR TOBACCO SMOKE-FREE AREAS

This agreement made and entered into between SEVILLE REALTY SERVICES, INC, "Owner/Agent" and _____, "Resident".

Resident is renting from Owner/Agent the premises located at:

_____, Unit#(if applicable) _____

_____, CA _____
(city) (zip)

- 1. Purpose: The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking, (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
2. Smoke Free Areas: Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke free living environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any quest or visitor under the control of Resident to do so.

Check one:

- Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.
Smoking of tobacco products is prohibited on the entire property except the following areas:

- 3. Promotion of no-smoking policy: Resident shall inform his or her guest of the Smoke-free areas, Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Residents unit.
4. Owner/Agent not guarantor of smoke-free environment: Resident acknowledges that Owner/Agent's adoption of Smoke-free areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 3 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
5. Other Residents Are Third Party Beneficiaries of this Addendum: Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Addendum shall not create a presumption that the Owner/agent has breached this Addendum.
6. Effect of Breach: A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.
7. Disclaimer: Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Residents premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
8. Effect on Current Tenants: Resident acknowledges that current Residents of the rental community under a prior Lease/Rental Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Lease/Rental Agreement, this Addendum will become effective for their unit or new agreement.
9. This Addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

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

Date

Resident

Date

Resident

Date

Owner/Agent