

# Century Property Management & Investments, Inc.

Property Management Division  
2300 West Magnolia Boulevard #B  
Burbank, CA 91506  
(818) 841-3359

[www.centurypmi.com](http://www.centurypmi.com)

## AGREEMENT TO RENT OR LEASE (California)

- 1) **Parties:** The parties to this Agreement are Century Property Management, herein called Owner (or Agent) and Sample herein called Resident.
- 2) **Premises:** Owner hereby rents to Resident and Resident hereby hires from Owner the premises commonly known as XXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXX XXXXX, California subject to the terms, conditions and covenants set out herein, which are a material part of the consideration for this Agreement.
- 3) **Terms:** This Agreement shall commence on XXXX and continue (check one):
  - a) XX through XXXX
  - b) XX on a month-to-month basis thereafter until either party shall terminate the tenancy by the giving of written notice to the other of intention to terminate at least 30 days prior to the date of termination.
- 4) **Rent:** The monthly rental for the premises shall be, \$ XXXXXX due and payable, in advance, on the first day of each month. There is no grace period and owner is entitled to make written demand for the rent unpaid on the second day of the rental period.
- 5) **Utilities:** Resident shall be responsible for all utilities and services and agrees to make payment for same, except XXXXXX, which shall be paid by Owner.
- 6) **Security Deposit:** Owner hereby acknowledges receipt of a security deposit in the amount of \$ XXXXXX when combined with all other advanced deposits herein, does not exceed two months rent for an unfurnished unit or three months rent for a furnished unit. The security deposit shall cover: damage to the premises caused by Resident or any other person on the premises with Resident's 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 sum shall be used toward "last month's rent" without prior written consent of the Owner.
  - a) Within twenty-one (21) days of date possession is delivered to Owner, Owner 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 Owner for any costs hereunder in excess of the security deposit.
- 7) **Interest:** \_\_\_\_\_ will, XX will not be paid on the security deposit at the rate of \_\_\_% per annum. Damages exceeding the security deposit will be deducted from accrued interest, if any.
  - a) **Uses, Occupancy and Maintenance of the Premises:** The premises are to be used only as a private resident for not more than XXX persons and for no other purpose without the prior written consent of Owner. Occupancy by guests staying more than 15 consecutive days without the written consent of Owner shall be considered a breach of this Agreement by Resident. The premises shall be occupied only by the following named persons:

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

- b) 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. If the dwelling until described herein is a single-family dwelling or duplex, Resident agrees to take proper care of any surrounding grounds including lawns and shrubbery. Resident shall not violate any governmental law or ordinance relating to the use of the premises.
- 8) **Entry - Inspections:** Owner may enter the premises with consent of Resident or upon prior reasonable 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 9:00 a.m. - 7:00 p.m. Monday through Friday and 10:00 a.m. - 5:00 p.m. Saturday and Sunday.
- 9) In the event of emergency (such as fire or plumbing leak, etc.) Owner may enter the premises without consent or prior notice. Owner shall have duplicate or master keys to all locks upon the premises.

10) **Repairs:**

- a) **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. Except as provided by law, such repairs shall be made by Resident at his/her own expense within ten (10) days after notice of repair by Owner or Owner may, at owner's option, cause such repairs to be made at the resident's expense. The cost of such repair may, at the option of Owner, be deducted by Owner from any security deposit made by Resident; and Resident agrees to replace such expended portion of security deposit within five (5) days from receipt of notice by Owner. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the satisfaction of Owner
  - b) **Repairs by Landlord:** Where a repair is the responsibility of the Landlord, Tenant must notify Landlord with a written notice stating what items need servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item. Tenant acknowledges that rent will not be withheld unless a written notice has been served on Landlord, giving Landlord a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may Tenant withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2. Tenant shall be responsible for any fines or inspection fees imposed by a governmental office as a result of Tenant failing to notify the Landlord in writing of a deficiency with the premises. A written notice is not required for an emergency situation. (Example: Flooding water)
- 11) **Alterations - Signs:** Except as provided by law, Resident shall not make any alteration, repair or decoration to the premises without prior written consent of Owner. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of Owner.
  - 12) **Multiple Occupancy:** Resident acknowledges that this Agreement is between Owner and each Resident executing this Agreement jointly and severally, whether or not in actual possession of the premises. In the event of default by any one, each and every remaining Resident shall be responsible for payment of rent and all other provisions of this Agreement.
  - 13) **Holdover:** If Resident holds over at the expiration of the termination date of the tenancy herein, and Owner accepts rent thereafter, the this Agreement shall remain in full force and effect except that the term of 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.
  - 14) **Subleasing - Assignment - Liens:** Resident shall not sublet the premises or assign this Agreement without the prior written consent of Owner, 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 owner's prior written consent.
  - 15) **Abandonment:** Resident shall not vacate or abandon the premises prior to the expiration or termination of this Agreement. If Resident does abandon, Owner 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 Owner 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.
  - 16) **Reentry - Default:** Upon material breach of this Agreement or default by Resident, Owner reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.
  - 17) **Possession:** If Owner is unable to deliver possession of the premises at the time of commencement of this Agreement, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable but Resident shall not be liable for rent until possession is delivered. Resident may terminate this Agreement by written notice to Owner if possession is not delivered within ---- day(s) of commencement of the term of this Agreement.
  - 18) **Legal Fees:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees not to exceed \$500. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.
  - 19) **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 Owner by service to Century Property Management, 2300 West Magnolia #B, Burbank, California 91506.
  - 20) **Rules and Regulations:** Resident agrees to comply with all reasonable Owner rules and regulations, which are applicable to all resident and are in existence at the time of execution of this Agreement. Resident will also comply with any such rules and regulations adopted from time to time by Owner as long as they do not create a substantial change in the provisions of this Agreement. If Applicable:
    - a) **XX** Resident acknowledges receipt of copies of the House Policies, which copy is attached to and made part of this Agreement.
    - b) **XX** Resident acknowledges receipt of a copy of the Swimming Pool Policies, which copy is attached to and made part of this Agreement.
    - c) **XX** The premises are subject to CC & R's 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 the governing board may from time to time adopt such reasonable amendments as. Resident further agrees to indemnify and hold Owner 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 & R's or other



# STATEMENT OF SECURITY DEPOSIT POLICIES

<u>Sample</u>	<u>XXXX</u>
<u>Resident</u>	<u>Date</u>
<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX XXXXX</u>	<u>\$XXXXXX</u>
<u>Address</u>	<u>Security Deposit</u>

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

1. That a thirty (30) days written notice of my intent to vacate is given to you prior to vacating;
2. That there is no damage to the premises beyond normal wear and tear;
3. That the premises have been cleaned (including range, refrigerator, bathroom, closets and cupboards), the freezer defrosted and the carpets vacuumed, carpets steam cleaned, mini blinds and drapes cleaned;
4. That all debris and rubbish have been carried out and placed in the proper rubbish containers;
5. That all keys, garage door openers, etc. have been returned on the day that the premises are vacated; and
6. That there are no unpaid, late or outstanding rent or other charges owing.
7. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 and said excess can be deducted from interest earned, if any, on my security deposit.

I agree that the security deposit is to be held in:

- A non-interest bearing account.
- An interest bearing account (interest to be paid at the rate of \_\_\_\_\_ % per annum).
- Accrued interest to be paid upon move-out.
- Accrued interest to be paid yearly.

	<u>Resident</u>
<u>By</u>	<u>Date</u>
<u>Property Manager</u>	<u>Resident</u>
<u>Title</u>	<u>Date</u>
	<u>XXXX</u>
	<u>Date</u>

# HOUSE POLICIES

1. **Emergency Telephone Numbers: Property Management Office** **818-841-3359**  
**Emergency only** **818-391-8377**
2. **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.
3. **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, normally 10 a.m. to 10 p.m. and at a reasonable volume.
4. **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 visitor designated areas. Car repairs and washing are to be done in designated areas only. (Abandoned or inoperable vehicles will be towed away.) Trailers, boats, campers and recreational vehicles are to be parked in designated areas only.
5. **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.
6. **Laundry Room:** The laundry room hours are from \_\_\_\_\_ am to \_\_\_\_\_ p.m. Reports any malfunction of the equipment to the Management or Laundry Repair Service whose numbers are listed above. 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 unless accompanied by an adult.
7. **Maintenance:** Contact the Management for repairs or maintenance at the number listed above between 9:00 a.m. and 4:30 p.m. 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.
8. **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 will not be done without the prior written permission of the Management. Management will retain a passkey to all premises for emergency purposes.
9. **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 satellite dishes, television or radio aerials must also first receive written permission from Management.
10. **Windows:** No venetian blinds, awnings draw shades, curtains or drapes will be installed on exterior windows without the prior written permission of 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.
11. **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.
12. **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 risks.
13. **Furniture Moving:** Resident will notify the Management one business day in advance of any intention to move furniture or bulky articles into or out of the premises.
14. **House Policy Modifications:** 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.

\_\_\_\_\_  
By \_\_\_\_\_  
Property Manager XXXX  
Title Date

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

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

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement for** XXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXX, CA XXXXX

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

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**Lessor's Disclosure (initial)**

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

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

(b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining the lead-based and/or lead-based paint hazards in the housing (list documents below).

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

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**Lessee's Acknowledgement (initial)**

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

       (d) Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

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**Agent's Acknowledgement (initial)**

XX (e) Agent has informed the lessor of the lessor's obligation under 42 U.S.C.4 8 5 2(d) and is aware of his/her responsibility to ensure compliance.

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**Certification of Accuracy**

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

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By \_\_\_\_\_  
Property Manager \_\_\_\_\_ XXXX  
Title \_\_\_\_\_ Date

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

---

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



## Bedbug Addendum

- Residents acknowledge that the Owner/Agent has inspected the unit and is aware of no bedbug infestation.
- Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

\_\_\_\_\_ (Resident Initials) \_\_\_\_\_ (Resident Initials)

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

2. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.

3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:

- a) Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
- b) Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
- c) Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
- d) Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
- e) Wash all machine-washable bedding, drapes, and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the times are infested with bedbugs. Discard any items that cannot be decontaminated.
- f) Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

5. It is acknowledge that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

OWNER/AGENT:

RESIDENT:

\_\_\_\_\_  
By  
Property Manager  
Title  
\_\_\_\_\_  
XXXX  
Date

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