

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT



AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (If no agency relationship insert "NONE"):

LISTING AGENT: _____ is the agent of (check one):
(Print Firm Name)

the Owner exclusively; or both the Tenant and the Owner.

LEASING AGENT: _____ (if not the same as the Listing Agent) is the agent of (check one):
(Print Firm Name)

the Tenant exclusively; or the Owner exclusively; or both the Tenant and the Owner.

Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form (such as P.P. Form 110.42 CAL) required by law if the term exceeds one year.

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of \$ _____ (_____ dollars), evidenced by _____, as a deposit. Upon acceptance of this Agreement, the Owner of the premises, will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent)	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event this Agreement is not accepted by the Owner, **within** _____ **days**, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of _____, County of _____, State of California, commonly known as _____.

upon the following **terms and conditions**:

- 1. TERM.** The term will commence on _____, and continue (check one of the two following alternatives):
 LEASE until _____, for a total rent of \$ _____ (_____ dollars).
 RENTAL on a month-to-month basis, until either party terminates this Agreement by giving the other party written notice as required by law.
- 2. RENT.** Rent will be \$ _____, per month, payable in advance by personal check, cashier's check, EFT, cash or money order, on the _____ day of each calendar month to Owner or his or her authorized agent, by mail or personal delivery to the following address: _____
 or at such other place as may be designated by Owner in writing from time to time. Payment by personal delivery may be made (check one): Monday through Friday, 9:00 a.m. to 5:00 p.m. or at the following times: _____
 In the event rent is not received by Owner in full **within** _____ **days** after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a **late charge** of \$ _____. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- 3. MULTIPLE OCCUPANCY.** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
- 4. UTILITIES.** Tenant will be responsible for the payment of all utilities and services, except: _____, which will be paid by Owner.
- 5. USE.** The premises will be used exclusively as a residence for no more than _____ persons. Guests staying more than a total of _____ days in a calendar year without written consent of Owner will constitute a violation of this Agreement. Tenant shall park operable automobiles in assigned spaces only. Trailers, boats, campers, and inoperable vehicles are not allowed without the written consent of Owner. Tenant may not repair motor vehicles on the leased premises.
- 6. ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except _____.
- 7. RULES AND REGULATIONS.** In the event that the premises is a portion of a building containing more than one unit, or is located in a common interest development, Tenant agrees to abide by all applicable rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will

Tenant [] [] [] [] has read this page.

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Property Address _____

pay any penalties, including attorney fees, imposed by homeowners' association for violations by tenant or tenant's guests.

8. ORDINANCES AND STATUTES. Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.

9. ASSIGNMENT AND SUBLETTING. Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

10. MAINTENANCE, REPAIRS, OR ALTERATIONS. Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, including all electrical, gas and plumbing fixtures, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment, smoke detectors, carbon monoxide detectors, or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements, caused by Tenant's negligence and that of the tenant's family, invitees, and guests, except ordinary wear and tear. **Verification of the working order (using the "test" button) of both the smoke detector(s) and carbon monoxide detector(s) is the responsibility of the Tenant.** Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. **It is understood that Owner's insurance does not cover Tenant's personal property.**

11. INVENTORY. Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Tenant acknowledges receipt of _____ sets of keys, _____ garage door openers, other: _____

12. DAMAGES TO PREMISES. If the premises are damaged by fire, earthquake or other casualty which renders the premises totally or partially uninhabitable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

13. ENTRY AND INSPECTION. Owner and owners agents will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, inspect the condition of the property, show the premises to prospective or actual purchasers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c) entry may be made only during normal business hours, and with at least 24 hours prior written notice to Tenant including the date, approximate time, and purpose of entry.

If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the owner or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale. At the time of entry, the Owner or agent shall leave written evidence of the entry inside the unit.

14. INDEMNIFICATION. Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.

15. PHYSICAL POSSESSION. If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered **within _____ days** of the commencement of the term in Item 1.

16. DEFAULT. If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than **three (3) days written notice** of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

Tenant [] [] [] [] has read this page.

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Property Address _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____

Address _____

Email _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____

Address _____

Email _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____

Address _____

Email _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____

Address _____

Email _____

The undersigned Owner accepts the foregoing offer and agrees to lease the premises on the terms and conditions set forth above.

Owner _____
(Signature of Owner or Authorized Agent)

(Please Print Name)

Date _____

Telephone _____ Fax _____

Address _____

Email _____

Owner _____
(Signature)

(Please Print Name)

Date _____

Telephone _____ Fax _____

Address _____

Email _____

Receipt for deposit acknowledged by _____ Date _____

Tenant acknowledges receipt of a copy of the accepted lease on (date) _____

[] [] [] []
initials

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260 N. "J" St.
Tulare, CA. 93274
Bus. (559) 688-1400
Fax. (559) 688-1370

RENTAL SUMMARY

YOUR RENTAL OBLIGATIONS

Dear Applicants:

Upon acceptance of your rental application you will be presented a written Rental Agreement for your signature. This document establishes the rights and responsibilities of both the landlord and the tenant. It is important that you understand exactly what you can and cannot do as occupants of rental property.

Our policy has always been to offer a clean, quiet and decent place to live in for all of our tenants. With this in mind, the following rules and regulations are contained in the lease, of which will be enforced by our office.

TERM OF RENTAL

Your rental agreement is on a month-to-month basis unless otherwise specified.

RENTAL

Your lease can be terminated only by written notice. This notice must be received at least 30 days prior to when you would like your lease to expire. In the absence of such notice, your rental agreement renews itself for a term of 30 days, in which you will be held responsible for rent.

Before you consider moving please refer to our Property Management Division and your rental agreement about required notices and exact termination dates. Failure to give proper notice could result in the owner's filling a claim of the balance of unpaid rent for the unexpired term.

PAYING YOUR RENT

Your rent is due the FIRST day of each month, in advance. Because of holidays, weekends, etc., we permit a "grace period" of five days in which to receive your rent. All rents received after 5:00 PM on the fifth of the month will be considered delinquent and will be treated as follows:

- C Rents remaining unpaid after 5:00 PM on the fifth day of the month will be assessed a late charge of \$50.00 or 8 percent (8 %) of monthly rental, whichever is greater.
- C Rents remaining unpaid 5:00 PM on the tenth day of the month will be referred the proper legal authority of collection... We are not required to notify you of this action.

Emergencies do arise; in this case it is your responsibility to notify our Rental Manager. At the discretion of the manager, an extension of time to pay your rent may be granted. The late charge however, will not be waived.

If you are unwilling or unable to pay as agreed, you should not rent this property.

MANNER OF PAYMENT

You can pay your rent, in person at the address listed below or MAIL your rent payment to:

Excel Property Management
260 N. J St.
Tulare, CA 93274
Att: Payables

Do not mail cash. CASH WILL NOT BE ACCEPTED, under any circumstance. Your check is your receipt. Checks returned without payment by the bank for any reason will result in a charge of \$50.00 to cover administrative costs.

MOVE-IN CHECK LIST REPORT

Tenant has received a copy of the move-in check list report and agrees to return it within 5 days of occupying the property. Tenant understands that if this report is not returned, tenant may be responsible for damage to the property.

REPAIRS, MAINTENANCE AND ALTERATIONS

Requests for actual repairs must be made in writing or you can fax a request to (559) 686-5395. Only emergency repairs will be accepted by telephone. All requests will be handled quickly and efficiently. Please understand, however, that in most cases, we must contact the owner for authorization of repair work. Your patience in such cases will be appreciated.

Some repairs are not the Owner's responsibility. For example, broken glass caused by the tenant or any other party, clogged waste, as well as air conditioner filters are not owner's responsibility. If repairs made are necessary due to your negligence, you will be billed upon completion of the work.

- 1) If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the resident to regularly test the detector(s) to ensure that the device(s) is operable condition. The resident will inform management immediately, in writing of any defect(s). Resident is responsible to replace smoke detector batteries, if any as needed unless otherwise prohibited by law.
- 2) Residents shall advise management in writing of any items requiring repairs (dripping faucets, light switches, etc.) Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted.
- 3) Service request should not be made to maintenance people or other such personnel.
- 4) Our responsibility for clearing stoppages extends to the main sewer line. Cost of repair or clearance of stoppages in waste pipes or drains, water pipes, or plumbing fixtures caused by resident negligence of improper usage are the responsibility of the resident. Payment for corrective action must be paid by resident on demand.

EXAMPLE: DRAIN AND TOILET STOPPAGE

a) If we are dispatched for a plugged toilet caused by a toy or excessive toilet paper, or a plugged garbage disposal caused by excessive trash, tenant will be charged.

- 5) No alterations or improvements shall be made by resident without the consent of management. Any article attached to the woodwork, walls, floors or ceilings shall be made the sole responsibility of resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations

HOUSE HOLD PESTS

These are found commonly in the valley. It is the responsibility of the tenant to use commonly available sprays or foggers to deal with this problem.

CARPET CLEANING

Carpets are to be professionally cleaned when vacating the property. If they are not professionally cleaned, you will be charged between \$50.00 and \$150.00 depending on the size of the property and the cleanliness of the carpet. This amount will be taken from your security deposit.

LOST KEYS

If you loose your house or mail box keys, we will replace them at tenants expense.

INSURANCE

Many tenants overlook the importance of having Renter's Insurance. The owner or agent is not responsible for fire, theft or casualties that occur in your abasement area. It is your responsibility to have your own insurance coverage.

SPECIAL REGULATIONS

- C Pet are not permitted in your rental property without written permission from the Owner.
- C Trucks, motorcycles and mini-bikes are not permitted in your parking lots. Parking is allotted for one car only. The washing and repairing of cars is not permitted on the premises.
- C Children must be supervised at all times.
- C Unless provided, washers dryers and dishwashers are not permitted in the unit.

Remember, courtesy toward your neighbors is the primary rule of apartment living. Rent increases become necessary when tenant abuse the utilities and services supplied at the owner's expense.

We hope you enjoy your residence. If we can be of assistance, please call any member of our staff.

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

Tenant

Date

Tenant

Date

DO NOT COPY



Property Address:

260 N "J" Street, Tulare, CA 93274
Phone: (559)688-1400 • Fax: (559)688-1370

Addendum to Rental Agreement-Owner's Rules & Regulations

General

- 1) This agreement is an addendum and part of the Rental Agreement between Owner & Resident.
- 2) New rules, regulations, or amendments to these rules may be adopted by the owner upon giving a 30-Day notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or to work as substantial modifications of resident rights. They will be equally enforced. The residents are responsible for the conduct of guests and the adherence of these rules and regulations at all times.

Noise and Conduct

- 1) Residents shall not make or allow any disturbing noises in the unit by Resident, Guests, or any other person. Resident agrees to not permit anything by such persons that will interfere with the rights, comforts, or convenience of other persons.
- 2) All musical instruments, stereos, radios, televisions, and other devices should not be heard coming from the units. They are to be played at a volume which will not disturb other persons.
- 3) Residents and Guests are expected to refrain from activities on the grounds that are destructive or bothersome to others. All activities on the common grounds, parking areas, or any other recreation facility must be reasonable at all times and may not annoy or disturb other persons.
- 4) No lounging, visiting, or loud talking will be allowed in the common areas between the hours of 10:00PM and 9:00AM.

Cleanliness and Trash

- 1) The unit must be kept clean, sanitary and free from objectionable odors.
- 2) Residents must keep the outside common areas clean.
- 3) No littering of papers, cigarette butts, or trash is allowed.
- 4) No trash or other materials, which will cause a hazard or be in violation of any health code, fire or safety ordinances or regulations, will be allowed to be accumulated on the premises.
- 5) Garbage is to be placed inside the containers provided and lids should not be slammed or misused. Garbage will not be allowed to accumulate in or around the property and should be placed in the outside containers on a daily basis. Items that are too large to fit in the trash containers should be placed neatly near the containers.

- 6) Furniture must be kept inside the unit and unsightly items must be kept out of vision.
- 7) Items are not to be left in or blocking hallways, walkways, or other common areas.
- 8) Clothing, curtains, rugs, etc. shall not be shaken, hung, or placed outside of any window, ledge, or balcony.

Safety

- 1) All doors must be locked and secured during the absence of the resident.
- 2) All appliances must be turned off before leaving the unit.
- 3) When leaving for an extended period of time, Resident must notify management of how long Resident will be away.
- 4) If someone is to enter Resident's unit during Resident's absence, Resident shall give management permission beforehand to let any person in the unit and/or provide the name of the person or company entering.
- 5) Smoking in beds is prohibited.
- 6) The use or storage of gasoline, cleaning solvent, or other combustibles in the unit is prohibited.
- 7) The use of charcoal barbecue grills is prohibited unless consent is obtained from the owner.
- 8) No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways or around the building.
- 9) Anyone under the age of 14 (fourteen) must be supervised by a responsible adult at all times.

The undersigned Resident(s) acknowledge(s) having read and understood the above Owner's Rules & Regulations and has received a duplicate of the original Owner's Rules & Regulations.

Resident (Signature)

Date

Resident (Signature)

Date



THREE-DAY NOTICE TO PAY RENT OR QUIT

TO _____ Tenants, Subtenants, Occupants in Possession
of the premises commonly known as _____,
City of _____, County of _____, State of California.

NOTICE IS HEREBY GIVEN that under the lease or rental agreement by which you hold possession of the above described premises, there is now due and unpaid rent in the total sum of \$ _____ (_____ dollars), which represents the rent due for the months of:

\$ _____ Due From _____ (Date), To _____ (Date).
\$ _____ Due From _____ (Date), To _____ (Date).
\$ _____ Due From _____ (Date), To _____ (Date).

WITHIN THREE (3) DAYS after service of this notice, you are required to pay the rent in full, or surrender possession of the premises to the undersigned. If you do not, legal proceedings will be commenced against you to recover (a) possession of the premises; (b) actual damages, and (c) statutory damages of up to six hundred dollars (\$600.00). The rent payment will be made to the Owner or the Owner's authorized agent by mail or personal delivery to the address set forth below. Payment by personal delivery may be made (check one): Monday through Friday, 9:00 a.m. to 5:00 p.m., or at the following times: _____.

You are further notified that Owner elects to declare a forfeiture of your lease or rental agreement under which you hold possession of the premises if you fail to pay the amount of rent demanded above.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

This unit is subject to rent control and the agency responsible to adjudicate a claim is: _____

Owner _____ (Signature) Owner's Agent _____ (Signature)

(Please Print Name) _____ (Please Print Name)

Date _____ Telephone _____ Date _____ Telephone _____

Address _____ Address _____

PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above THREE-DAY NOTICE TO PAY RENT OR QUIT, of which this is a true copy, on the above named tenant, in the manner indicated below:

1. I personally delivered a copy to the tenant at _____ (Address) on (date) _____ at _____ o'clock a.m. p.m.
2. The tenant was absent from his or her residence and business address. I personally delivered a copy to _____ (Name) a person of suitable age and discretion at tenant's residence or business address, on (date) _____ at _____ o'clock a.m. p.m. and mailed a copy addressed to the tenant at his or her place of residence.
3. There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property on (date) _____ at _____ o'clock a.m. p.m. and mailed a copy to tenant at the leased premises.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Signature _____ Date _____

(Please Print Name)

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Section 1161 C.C.P (Unlawful Detainer Defined)

"A tenant of real property ... is guilty of unlawful detainer ...

When he or she continues in possession, in person or by subtenant, without the permission of his or her landlord, . . . after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, in writing, requiring its payment, stating the amount which is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon him or her and if there is a subtenant in actual occupation of the premises, also upon such subtenant."

Section 1162 C.C.P. (Service of Notice)

"The notices required by sections 1161 and 1161a may be served, either: 1. By delivering a copy to the tenant personally; or, 2. If he be absent from his place of residence, and from his usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the tenant at his place of residence; or 3. If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the tenant at the place where the property is situated. Service upon a subtenant may be made in the same manner."

Section 1174 C.C.P. (Judgment)

". . . the judgment shall also declare the forfeiture of that lease or agreement if the notice required by Section 1161 states the election of the landlord to declare the forfeiture thereof, but if that notice does not so state that election, the lease or agreement shall not be forfeited."

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260 N "J" Street, Tulare, CA 93274
Phone: (559)688-1400 • Fax: (559)688-1370

Date: ___/___/___

Maintenance Request Form

Name(s): _____

Address: _____

Phone #: (____) _____ - _____ Secondary #: (____) _____ - _____

Best time for appointment: 8:00A.M.-12:00P.M. 1:00P.M.-5:00P.M.

Mon. Tues. Wed. Thurs. Fri.

Permission to enter if nobody home? Yes No

Location of Repair Needed: _____

Description of Repair Needed: _____

Work orders will be taken care of on a first come, first serve basis. However, any emergency situations that do arise will be taken care of accordingly. In no instance will there be a wait of more than five days.

FOR OFFICE USE ONLY

Vendor Dispatched: _____ Date: _____ By: _____

Owner Notified? Yes No Repairs done by owner? Yes No

Tenant Charge? Yes No

If tenant charge, explain: _____



THIRTY DAY NOTICE OF RESIDENT(S) INTENT TO VACATE

To: Excel Property Management (Owner/Agent)

You are hereby given notice that (Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

(Street Address), Apartment # (if applicable)

(City), CA (Zip)

as of (date).

It is understood as follows:

- a. that a Thirty Day Notice of Intent to Vacate is required by Section 1946 of California Civil Code for month-to-month tenancies...
b. for Residents on a fixed-term lease, a Thirty Day Notice of Intent to Vacate does not relinquish Resident from any obligation of the lease...
c. Resident's possession of the apartment remains in effect until all belongings are removed and all keys returned; and
d. except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after service of this notice to Manager, whichever is later.
e. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.

The resident's reason(s) for terminating the Lease Agreement is as follows:

Two blank lines for providing reasons for terminating the lease agreement.

Forwarding Address:

New Phone Number:

NOTICE OF RIGHT TO INITIAL INSPECTION

I understand that I have the right to request an initial inspection of my unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. I also understand that at this initial inspection, the Manager will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. I understand, however, that this may not be the final accounting of deductions from my security deposit. I understand that no later than three weeks (21 days) after Manager has regained possession of the premises, Manager shall provide me with an itemized statement, indicating the basis for, and the amount of, any security deposit received and the disposition of the security and shall return any remaining portion of such security deposit to me.

(check only one option below)

- I decline the initial inspection.
I request the initial inspection of my apartment, and I wish to be present.
I request the initial inspection of my apartment, but I will not be present.
Please contact our office to make the appointment for Pre-Inspection 2 weeks prior to move out day.

Contact me at this phone number to arrange for the inspection:

(if requesting initial inspection, check only one option below)

- I waive my right to 48 hour notice by the Manager prior to the entry of the apartment to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1).
I want Manager to provide 48 hour notice prior to entry of the apartment to perform the initial inspection.

Resident Signature(s): Date: