

DISCLOSURE AGREEMENT

This Agreement is deemed to be part of the Rental Agreement between _____, Tenant, _____, Landlord, and intended to include real estate disclosures as follows:

1. HOUSE RULES: TENANT shall comply with all house, pool, pet, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. LANDLORD shall not be liable to TENANT for any violation of such rules by any other TENANTS or persons. a.) New rules and regulations or amendments to these rules may be adopted by Owner upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights. They will not be unequally enforced. Resident is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

I. CLEANLINESS AND TRASH:

- a) The unit must be kept clean, sanitary and free from objectionable odors
- b) Residents shall assist management in keeping the outside and common areas clean.
- c) No littering of papers, cigarette butts or trash is allowed.
- d) No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- e) Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should be placed neatly near the container.
- f) Furniture must be kept inside the unit. Unsightly items must be kept out of vision.
- g) Articles are not to be left in the hallways or other common areas.
- h) Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window, ledge, or balcony.

II. Safety

- a) All doors must be locked during absence of the Resident.
- b) All appliances must be turned off before leaving the unit.
- c) When leaving for an extended period, resident shall notify management how long resident will be away.
- d) 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 person or company entering.
- e) Smoking in bed is prohibited.
- f) The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
- g) The use of charcoal barbecues is prohibited unless consent is obtained from the owner.
- h) No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways or about the building.
- i) Children on the premises must be supervised by a responsible adult at all times.

III. Maintenance, Repairs and Alterations

- a) If the unit is supplied with smoke detection devices upon occupancy it shall be the responsibility of the resident to regularly test the detector(s) to ensure that the device(s) is(are) in operable condition. The resident will inform management immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
- b) Resident shall advise management, in writing, of any items requiring repair (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.
- c) Service requests should not be made to maintenance people or other such personnel.
- d) Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by resident negligence or improper usage are the responsibility of the resident. Payment for corrective action must be paid by resident on demand.
- e) 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 the sole responsibility of the 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.

2. NOISE: TENANT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another TENANT. Said noise and/or activity shall be a breach of this Agreement. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons, which will interfere with the rights, comforts or conveniences of other persons.

- a) All musical instruments, television sets, stereos, radios, etc., are to be played at a volume, which will not disturb other persons.
- b) The activities and conduct of resident, resident's guests and minor children of resident or guests, outside of the unit on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.
- c) No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m.

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3. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another TENANT is prohibited.
4. **POOL RULES:** Rights of usage in the pool and pool area are gratuitous and subject to revocation or discontinuation of usage by Tenant by LANDLORD at any time, due to failure of equipment, water rationing or any other reason, (by posting a sign in the laundry facility and giving tenant 48 hour prior written notice of Landlord's intent to alter, modify or cancel/discontinue such service. Pool hours are from 10 A.M. to 6 P.M. daily, unless otherwise posted. No guests or invitees are allowed in the pool or the pool area without prior agreement by the Landlord. No glass or alcohol in the pool area and no smoking in the pool area. Tenant agrees not to use any pool items unless owned by that tenant. No lifeguard is present and tenant retains sole responsibility for all cost, liability and cures for pool use by tenant or tenants guest or invitees.
5. **LAUNDRY RULES:** The maintenance of the laundry facilities by the landlord is merely gratuitous. Landlord retains the right to discontinue services at any time, with 48 hours notice posed in the laundry room.
6. **LIQUID CONTAINERS:** Tenant shall not have a waterbed or fish/reptile container greater than 1 quart or other liquid-filled furniture on the premises without prior written consent. Tenant shall furnish insurance covering water damages to the premises naming Landlord as additional insured.
7. **LOCKS and KEYS:** Tenant must obtain written approval before placing additional locks on the premises and must furnish Landlord or his Agent with a duplicate key immediately. All window locks or security devices installed by tenant or placed on premises by tenant shall comply with all laws and statutes including safety release, alarm code or motion detector code for Landlord's right to entry of the premises, including keys to garages, storage units, and the rental unit.
8. **LEAD WARNING STATEMENT:** housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed 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 hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD/AGENT DISCLOSURE (initial)

_____ LANDLORD'S initials (on left) mean LANDLORD has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, or

_____ See Attached. (A separate form is attached disclosing LANDLORD'S information).

_____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

RENTER'S ACKNOWLEDGEMENT (Initial)

_____ RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify LANDLORD promptly in writing of any deteriorating and/or peeling paint.

_____ **MOLD.** The LANDLORD/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. TENANT agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. TENANT also agrees to immediately report to the LANDLORD/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning. Tenant specifically agrees to always vent areas of moisture such as laundry area or a shower/tub, by using any fan provided, or open a window to the exterior to vent moisture out of the premises, and to wipe moisture off walls and interior surfaces.

9. **MEGAN'S LAW:** The Calif. Dept. of Justice, Sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain or public access a database of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Dept. of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
10. **SMOKE DETECTOR AND HOT WATER TANK STRAPPING:** Tenant hereby acknowledges that smoke detectors are installed and properly working at time of occupancy and that hot water tank(s) is/are strapped in accordance with federal/state law. Tenant agrees to be responsible for changing battery(s) in all smoke detectors during occupancy of premises. Tenant also agrees to notify Landlord/Agent immediately in the event of any inoperative smoke detector(s) or the lack of proper hot water heater strapping.
STATE LAW: California law requires that all new and replacement water heaters and existing residential water heaters be braded, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion, (Health and Safety Code §19211) and tenant acknowledges Landlords compliance with such law.
11. **NEIGHBORHOOD CONDITIONS:** Tenant agrees to being satisfied as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, registered felons or offenders (Megan's Law), fire protection, other government services, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from

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any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences or significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

12. **SANITATION RULES:** Tenant agrees to abide by any and all statutes, codes and rules, including, but not limited to rules with respect to odors, disposal of refuse, including proper recycling containers, placing of garbage inside proper container(s) and securing the lid to decrease access by vermin and proper removal from premises of items not taken from premises by the sanitation or trash firm. Tenant acknowledges that violation of this clause is specific cause for eviction by the Landlord.
13. **CREDIT DISCLOSURE:** Tenant acknowledges payment of a credit report fee payable to the manager of the property that is not any part of the refundable security deposit, but is deemed a non-refundable fee-for-services provided as a financial screen for access to rent the premises. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. TENANT expressly authorizes LANDLORD/AGENT (including a collection agency) to obtain Tenant's consumer credit report, which LANDLORD/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Tenant, both during the term of the Agreement and thereafter.
14. **FIXTURES:** All EXISTING fixtures and fittings that are attached to the Property, existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms are in working order at time of Tenant's possession, if any, and are provided gratuitously, and which will not be replaced should such fixture fail to operate properly in the future, for which such failure will not reduce any rent or deposit.
15. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:** If the Property is a condominium or is located in a planned unit development or other common interest subdivision, tenant agrees to comply with any and all association covenants, conditions, regulations and any documents governing the association. Tenant agrees that failure to comply with designated parking, noise, storage, association rules, and any other written notice regarding tenant, or tenant's guests and invitees, shall be a breach of the tenants agreement to the rental agreement and constitutes Landlords specific grounds for eviction.
16. **NATURAL HAZARDS:** Tenant understands and agrees that the following hazards are outside the control of the Landlord, for which the tenant specifically agree to hold the property manager and Landlord harmless for any damage as a result of any of the following: Earthquake, Seismic Hazard; Police or Fire agency protection or service; Flood zone, flood plain and inundation zones (dam failure flooding); mud slide or coastal storm damage; or any governmental agency requirement such as firebreak maintenance or health and safety laws and regulations.
17. **DEFECTIVE FURNACE DISCLOSURE:** The U.S. Consumer Product Safety Commission (CPSC) warns California Consumers that certain gas-fired, horizontal forced-air furnaces present a substantial risk of fire for which the tenant agrees that Landlord is under no obligation to repair or replace such furnace if so contained on the premises.
18. **SERVICES:** Tenant relieves landlord from any liability regarding waste disposal, water and utilities, water condition, adequacy and quantity or quality of water, sewer or septic tank or components, and availability or cost for such sewers.
19. **REPAIR REQUEST:** Tenant must give written indication describing a request for a repair or for maintenance for the premises. If tenant gives verbal notice, Tenant is to also provide written notice as soon thereafter as applicable. Tenant agrees to sign the Worker/Vendor's work order agreeing that the work performed has been completed to the satisfaction of the tenant.
20. **SUBSTANCES:** Tenant specifically agrees not to grow nor to have any possession on the premises of any illegal controlled substances, industrial, or flammable substance, or firearms or military/hunting equipment or devices. No alcohol or smoking is to be consumed on any part of the premises in any common area that is outside the tenants personal unit by tenant or guests/invitees of tenant. Tenant shall keep the property free and clear of any and all liens concerning repairs, contractors, maintenance or workers. Tenant agrees to hold landlord harmless from all resulting liability, claims, demands, damages and costs. Tenant shall carry, at tenants expense, tenant shall require anyone acting on behalf of tenant to carry policies of liability, workers' compensation and other applicable insurance, defending and protecting landlord from liability for any injuries persons or property occurring during any time of tenant's possession of the premises prior to severance of the premises and termination of the rental agreement. Tenant is to protect landlord against any claim for work done on the premises at the tenant's direction. Landlord or manager is to be notified in writing of any intent of tenant to perform or cause to have others to perform work to the premises. The property owner is afforded certain protections from mechanics and other liens by recording a "Notice of Non-Responsibility".

Repairs to be made on the premises must at all times comply with applicable law(s), including governmental permit, inspection and approval requirements, for which tenant agrees to give landlord, or his agent or inspector access to the premises for such purpose. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable or compatible to exciting materials, but that matching exact restoration or cosmetic items may not be possible. Landlord is to be forwarded a copy of any insurance coverage, receipt or statement regarding the premises in possession or received by tenant.

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21. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, broker does not guarantee their performance. You may select any professional of your choosing. Tenant is to satisfy themselves, at tenant's expense as to any condition where an appropriate professional is used. This includes any affect tenant may have now or in the future, concerning proximity to a military ordinance location, manufacturing or commercial district, proximity, to a military ordinance location, manufacturing or commercial district, proximity to freeway, rail line, harbor facilities or airport, and location near a hospital or cemetery.
22. **DEATH and OTHER DISCLOSURES:** California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to lease or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an Landlord or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or prospective transferee of real property, concerning deaths on the real property."
23. **RESTRICTIONS:** Tenant agrees to comply with government, homeowner association or other requirements regarding vehicles, pets, and number of occupants or similar issues.
24. **AGENCY CONFIRMATION:** Tenant and landlord are aware that the manager(s) of the property is working under a Calif. Dept of Real Estate Licensee. It is specifically disclosed to and has been elected by the parties that all licensed agents to this real property transaction are acting exclusively as the agent of the property owner, including any agent for the tenant or any subagent of any agent. The agents have a Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealing with the property owner. To the Landlord and the tenant, all licensees agree to use reasonable care in the performance of the agent's duties, and the agents have a duty of honest and fair dealings to act in good faith, and a duty to disclose known facts that materially affect the transaction.
25. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between LANDLORD and TENANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
26. **RECEIPT OF AGREEMENT:** The undersigned TENANT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement".

The undersigned Landlord accepts this offer and hereby acknowledges a receipt of a copy hereof.

Dated: ____/____/____

By: _____

Tenant: _____

Tenant: _____