



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**

This Agreement entered into on this Date _____, by and between, **The Becker Group, Inc.**, Agent for _____ (herein called "Lessor") and _____ (herein called "Lessee") agree as follows ("Agreement"):

1. PROPERTY:

- A.** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as: _____ ("Premises").
- B.** The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 days without The Becker Group's written consent.

- C.** The following personal property, maintained pursuant to paragraph 10, is included: _____.

2. TERM: The term begins on (date) _____ ("Commencement Date"). If Lessee has not paid all amounts due; (i) Lessee has no right to possession or keys to the Premises and; (ii) this Agreement is voidable at the option of Lessor, 2 calendars days after giving Lessee a Notice to Pay.

A. Month-to-Month: This agreement continues from the commencement date as a month-to-month tenancy. Lessee may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Lessee shall be responsible for paying rent through the termination date even if moving out early. Lessor may terminate the tenancy by giving written notice as provided by law. Such notices may be given at any date.

B. Lease: The Lease Term shall terminate on (date) _____ and shall automatically continue on a month-to-month tenancy, which either party may terminate as specified in paragraph 2A. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Lessee to Lessor under the terms of the Agreement, except Security Deposit.

- A.** Lessee agrees to pay \$_____ per month for the term of this agreement.
- B.** Rent is payable in advance on the 1st day of each calendar month, and is delinquent on the next day.
- C.** In the event this lease does not begin on the first day of a calendar month, Lessee has paid one full month's Rent in advance of Commencement Date. Rent for the second calendar month shall be prorated and \$_____ is due (1/30th of the monthly rent, per day). Thereafter, rent is due on the first day of the month in advance as provided above.
- D.** MOVE-IN COSTS: shall be paid by money order or cashier's check only.
- E. PAYMENT (After Move-in Funds):** (1) Rent shall be paid **online via the tenant portal on our website: www.beckergroup.com** by personal check or debit/credit card. Online payment via a checking account has a flat fee. Paying with a credit/debit card incurs the flat fee, plus a percentage charge. Fees are provided on the tenant portal when setting up the payment. The Becker Group, Inc. does not set or receive these fees. Fees are subject to change with no prior notice. Lessee acknowledges that The Becker Group, Inc. Tenant Portal uses a 3rd party processor to process all online rental payments. (2) Rent may be paid by a personal check, money order, or cashier's check, delivered to: The Becker Group, Inc. whose phone number is (805)653-6794 at their Physical Address: 40 South Ash Street, Ventura, CA 93001 or Mailing Address: P.O. Box 23277, Ventura, CA 93002. (3) Payment must be received and bankable Monday through Friday, 9:00 a.m. to 5:00 p.m., on or before the third of every month to be considered on time. (4) If payment is returned by Lessee's bank or the online processing vendor for any reason it must be replaced with a cashier's check or money order and must include the check return fee charge of \$35.00. If payments are returned from Lessee's bank three or more times, Lessor may require all future payments to be in the form of cashier's check or money order only.

4. SECURITY DEPOSIT:

A. Lessee agrees to pay \$_____ as a security deposit. Security deposit will be transferred to and held by the Lessor of the Premises, or held in The Becker Group, Inc.'s (Owner's Broker's) trust account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Lessee's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Lessee or by a guest, invitee or licensee of Lessee; (iii) completely clean the Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances.

SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAMENT OF LAST MONTH'S RENT.

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Within 21 days after Lessee vacates the Premises, Lessor shall: (1) furnish Lessee an itemized statement indication the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code #1950.5(g); and (2) return any remaining portion of the security deposit to Lessee.

C. Security deposit will not be returned until all Lessees have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Lessees named on this Agreement, or as subsequently modified.

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Lessor, Lessee agrees not to hold Broker or Agent responsible for its return. If the security deposit is held in Broker’s trust account, and Broker’s authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Lessee, then Broker shall notify Lessee, in writing, where and to whom security deposit has been released. Once Lessee has been provided such notice, Lessee agrees not to hold Broker or Agent responsible for the security deposit.

5. LATE CHARGE; RETURNED CHECKS:

A. Lessee acknowledges either late payment of Rent or issuance of a returned check may cause Lessor to incur expenses, the exact amounts of which are difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Lessor. If any installment of Rent due from Lessee is not received by The Becker Group, Inc. within 3 calendar days after the due date, or if a check is returned, Lessee shall pay to Lessor, respectively, an additional sum of \$75.00 as a Late Charge and \$35.00 as a NSF fee, both of which shall be deemed additional Rent.

B. Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the cost Lessor may incur due to Lessee’s late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Lessor’s acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor’s right to collect a Late Charge or NSF fee shall not be deemed an extension of the Rent due date under paragraph 3 nor prevent Lessor from exercising any other rights/remedies under this Agreement and as provided by Law.

6. PARKING:

A. Parking is permitted as follows: _____.
Parking space(s) are to be used for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Lessee shall park in assigned space(s) only. If Lessee’s vehicles do not fit or cannot safely enter/exit the provided parking space, then the right to the parking space may be terminated. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s). Failure to follow the Parking Rules may result in the termination of Lessee’s right to the Parking Space. Lessee’s vehicle must be insured. Lessor, Landlord, and Agent will not be responsible for any damages to or created by Lessee’s vehicle.

B. Parking is not permitted on the real property of which the Premises is a part.

7. STORAGE: Except for Lessee’s personal property, contained entirely within the Premises, storage is not permitted on the Premises. All personal items of Lessee must be kept inside and out of view. Nothing is to be hung on the exterior of the building or in the common areas. Lessee shall store only personal property Lessee owns, and shall not store property claimed by another or in which another has any right, title or interest. Lessee shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

8. UTILITIES: Lessee agrees to pay for all utilities, services, charges, fees, fines, if any, made payable by or predicated upon occupancy of premises except: _____, which shall be paid for by Lessor. If any utilities are not separately metered, Lessee shall pay Lessee’s proportionate share, as reasonably determined and directed by Lessor. If utilities are separately metered, Lessee shall place utilities in Lessee’s name as of the Commencement Date. If utilities are not transferred over and there are three or more requests made by The Becker Group, Inc., a \$25.00 processing fee will be added per utility, per bill.

9. CONDITION OF PREMISES:

A. Lessee has examined the Premises and if any, all flooring, paint, walls, appliances, furnishings, landscaping, fixtures, and smoke and carbon monoxide detector(s).

B. Lessee acknowledges these items are clean and in operable and satisfactory condition, and is accepting the Premises, “As Is”. Lessee has not requested any additional improvements or upgrades.

C. Lessor will Deliver to Lessee a statement of condition, Form MII, with the keys on the Commencement Date. Lessee(s) shall complete and return the MII to The Becker Group, Inc. within fourteen (14) days after the Commencement Date. Not as a contingency to the agreement, but rather as an acknowledgement of the condition of the Premises.

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D. Lessee(s) shall provide The Becker Group, Inc., a list of items/issues that are damaged or inoperable and may be in need of repair within fourteen (14) days after the Commencement Date. This list, with photos, shall be emailed to the Service Department at service@beckergrp.com.

10. MAINTANANCE, USE AND REPORTING:

A. Lessee shall properly maintain, use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, appliances, and all mechanical, electrical, gas, and plumbing fixtures, smoke and carbon monoxide detectors, and keep them and the Premises clean, sanitary and well ventilated. Lessee shall be responsible for checking and maintaining all smoke and carbon monoxide detectors. Lessee shall replace any burned out or malfunctioning light bulbs. Lessee shall immediately notify Lessor in witting, of any problem, malfunction or damage with any item including smoke and carbon monoxide detectors on the property. Lessee shall be charged for all repairs or replacements caused by Lessee, pets, guests or licensees of Lessee, excluding ordinary wear and tear. Lessee shall be charged for all damages to Premises as a result of failure to report a problem in a timely manner.

B. PLUMBING: Lessee shall be charged for damages caused by improper use of plumbing, including but not limited to the repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Lessee is required to use strainers on all drains. Lessee is not permitted to remove, change, replace, repair, or install any plumbing fixtures or parts (faucets, shower heads, water filters, etc.). All plumbing issues must be reported to The Becker Group, Inc. and addressed by their licensed and insured vendors. If Lessee completes any plumbing repairs or additions to the Premises, this may cause damages within the Premises/Unit and other surrounding units or properties. Lessee will be responsible for all damages, repairs and costs resulting from Lessee’s unauthorized plumbing changes.

C. Lessor Lessee shall maintain the garden, landscaping, trees, and shrubs.

D. Lessor Lessee shall water the garden, landscaping, trees, and shrubs.

E. Lessor Lessee shall maintain: _____.

F. Lessee is responsible for keeping the Premises clean on a regular basis. The expected minimum cleaning standards are: (i) Entire unit should be clean and free of dirt and grease. Mildew should be removed. (ii) Floors should be clean, clear and free of hazards. (iii) Trash should be disposed of properly and not left in the unit. (iv) Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation. (v) The kitchen should be kept clear of spilled food and grease. All food should be properly sealed. Appliances should be kept clean. (vi) Storage areas and closets should be neat and clean. NO flammable materials should be stored in the unit. (vii) Pathways to front and back doors must be clear from furniture, appliances, and debris.

G. Lessee is responsible for the pest control of ants, spiders and other seasonal/recurring pest issues. Lessee may be responsible for the treatment of cockroaches, if they are the cause of the issue. Lessee is not responsible for termites.

H. Lessee’s failure to maintain any item for which Lessee is responsible shall give Lessor the right to hire someone to perform such maintenance and charge Lessee to cover the cost of such maintenance.

I. The following items of personal property included in the Premises without warranty and Lessor will not maintain, repair or replace them: _____.

J. Lessee understands that if the Premises is located in a Common Area Development, Lessor may not have the authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.

K. All refuse shall be placed in the proper receptacles as labeled at the exterior of the building. Do not dispose of furniture or large objects in receptacles. Health Department regulations require that this area be kept clean and neat.

L. Lessee shall not place any objects, decorations or signs on the exterior of the Premise, in windows or window sills.

M. Lessee shall not use the Premises to plant, grow, cultivate or sell Marijuana.

11. NEIGHBORHOOD CONDITIONS: Lessee is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Lessee.

12. NO SMOKING:

A. No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises, (i) Lessee is in material breach of the Agreement; (ii) Lessee, guests, and all others may be required to leave the Premises.

B. (i) Lessee is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Lessee acknowledges that in order to remove odor caused by smoking, Lessor may need to replace carpet and drapes and paint entire Premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

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13. ANIMALS/PETS: Unless otherwise provided in California Civil Code #54.2 or other law, no animal or pet shall be kept on or about the Premises without Lessor prior consent, in a separate written agreement.

14. RULES/REGULATIONS: Lessee agrees to comply with all Lessor rules and regulations that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee shall not, disturb, annoy, endanger or interfere with other Lessees of the building or neighbors or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises. Boisterous activity or unnecessarily loud noise due to talking, playing of musical instruments, radios, computers/digital devices or televisions will not be permitted. Lessee(s) are requested to be particularly careful about noise after 10:00 p.m. and before the hour of 9:00 a.m. and in consideration of other Lessee(s) and/or neighbor(s).

15. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision, or other development governed by a homeowner' association ("HOA"). The name of the HOA is _____. Lessee agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Lessee shall reimburse Lessor for any fines or charges imposed by HOA or other authorities, due to any violation by Lessee, or the guests or licensees of Lessee.

B. HOA Rules and Regulations (R&Rs): Lessee has been provided with, and acknowledges receipt of, a copy of the HOA R&Rs.

16. ALTERATIONS; REPAIRS:

A. Unless otherwise specified by law or paragraph 23C, without The Becker Group Inc.'s prior written consent, (i) Lessee shall not make any repairs, alterations or improvements in or about the Premises, including, but not limited to: plumbing fixtures, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large or excessive nails or adhesive materials; (ii) Lessor shall not be responsible for the costs of alterations or repairs made by Lessee; (iii) Lessee shall not deduct from Rent the costs of any repairs, alterations or improvement; and (iv) any deduction made by Lessee shall be considered unpaid Rent.

17. KEYS; LOCKS:

A. Lessee will receive keys and remotes from The Becker Group, Inc. on the Commencement Date:

_____ Key(s) to Premises, _____ key(s) to mailbox,
_____ key(s) to common area(s), _____ remote control device(s)

B. If Lessee re-keys existing locks or opening devices, Lessee shall immediately deliver copies of all keys to The Becker Group, Inc. Lessee shall pay all costs and charges related to loss of any keys or opening devices. Lessee may not remove locks, even if installed by Lessee.

C. If you lose or lock yourself out of your unit, you may call our office and/or the on-site manager to pick up the key and make yourself a copy. If there is no back-up key, or if it is after-hours and no one is available to assist you, you will need to have a locksmith come to you, at your cost.

D. Any keys or remotes not returned to The Becker Group, upon your move-out will result in the locks being replaced and the expenses charged to your security deposit reconciliation.

18. ENTRY:

A. Lessee shall make Premises available to The Becker Group, Inc., Lessor, or Lessor's representatives for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke and carbon detectors/devises, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mildew/mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, contractors and other (collectively "Interested Persons"). Lessee agrees that Lessor, The Becker Group, Inc., Broker, Agent and Interested Persons may take photos of the Premises.

B. Lessor and Lessee agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Lessee moving out, unless the Lessee waives the right to such notice. (2) If Lessor has in writing informed Lessee that the Premises are for sale and that Lessee will be notified orally to show the Premises (form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Lessor and Lessee orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Lessee is present and consents at the time of entry; or (iii) if the Lessee has abandoned or surrendered the Premises.

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19. SIGNS: Lessee authorizes Agent or Lessor to place FOR SALE/LEASE signs on Premises.

20. ASSIGNMENT; SUBLETTING:

A. Lessee shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Lessor’s prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Lessee, operation of law or otherwise, shall, at the option of the Lessor, terminate this agreement. Any proposed assignee, transferee or sublessee shall submit to The Becker Group, Inc. an application and credit information for Lessor’s approval and, if approved, sign a separate written agreement with Lessor and Lessee. Lessor’s consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Lessee or Lessee’s obligations under this Agreement.

B. This prohibition also applies to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short-term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this Agreement, jointly with every other Lessee, and individually, whether or not in possession.

22. POSSESSION:

A. (1) Lessee is not in possession of the Premises. If Lessor is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Lessee. If Lessor is unable to deliver possession within five (5) calendar days after agreed Commencement Date, Lessee may terminate this Agreement by giving written notice to The Becker Group, Inc. and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Lessee has returned all keys to the Premises The Becker Group, Inc.

B. Lessee is already in possession of the Premises.

23. LESSEE’S OBLIGATIONS UPON VACATING PREMISES:

A. Upon Termination of this Agreement, Lessee shall: (i) give The Becker Group, Inc. all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Lessor, empty of all persons and personal property belonging to Lessee; (iii) vacate any/all parking and/or storage space; (iv) completely clean and deliver Premises, as specified in the attached Checklist for Vacating Your Unit/Premises, and paragraph 23C below, to Lessor in the same condition as referenced in paragraph 9; (v) remove all debris; (vi) give written notice to The Becker Group, Inc. of Lessee’s forwarding address.

B. All alterations/improvements made by or caused to be made by Lessee, with or without Lessor’s consent, become the property of Lessor upon termination. Lessor may charge Lessee for restoration of the Premises to the condition it was in prior to any alterations/improvements, including patching and painting walls due to the installation of large and/or excessive nail holes.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of tenancy, or before the end of a lease, Lessee has the right to request that an inspection of the Premises take place prior to termination of the lease or rental. If Lessee requests such an inspection, Lessee shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, “Repairs”) shall be made at Lessee’s expense. Repairs may be performed by Lessee or through others, who have adequate insurance and licenses and are approved by Lessor. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Lessee shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Lessee and the date of such Repairs; and (c) provide copies of receipts and statements to The Becker Group, Inc. prior to termination. Paragraph 23C does not apply when the tenancy is terminated pursuant to California Code of Civil procedure #1161 (2), (3) or (4).

24. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 23, in the event of termination by Lessee prior to completion of the original term of the Agreement, Lessee shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Lessor may withhold any such amounts from Lessee’s security deposit.

25. TEMPORARY RELOCATION: Subject to local law, Lessee agrees, upon demand of Lessor, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood-destroying pests or organisms, or other repairs to Premises. Lessee agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and

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medicine, and removal of perishables and valuables. Lessee shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Lessee is required to vacate Premises.

26. DAMAGE TO PREMISES: If, by no fault of Lessee, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Lessee or Lessor may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises became totally or partially uninhabitable. The abated amount shall be the current monthly Rent, prorated on a 30-day period. If Agreement is not terminated Lessor shall promptly repair the damage and Rent shall be reduced based on the extent to which the damage interferes with Lessee’s reasonable use of Premises. If damage occurs as a result of an act of Lessee or Lessee’s guests, only Lessor shall have the right of termination, and no reduction in Rent shall occur.

27. INSURANCE:

A. Lessee’s, guest’s, or licensee’s personal property and vehicles are not insured by The Becker Group, Inc., Lessor, Agent, Broker, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Lessee is required to carry Lessee’s own insurance (renter’s insurance) to protect Lessee from any such loss or damage.** Lessee will provide The Becker Group, Inc. with proof of renter’s insurance prior to the Commencement Date and at every insurance renewal period. Lessee shall carry renter’s insurance during their entire tenancy and provide proof of coverage, as required or requested.

B. Lessee shall comply with any requirement imposed on Lessee by Lessor’s insurer to avoid: (i) an increase in Lessor’s insurance premium (or Lessee shall pay for the increase in premium); or (ii) loss of insurance.

C. Lessee shall obtain liability insurance, in an amount not less than \$100,000.00, for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name the Lessor and The Becker Group, Inc.: (i) as additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Lessee shall provide The Becker Group, Inc. a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal. Lessor and Lessee are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering this Agreement.

D. Unless prohibited by law, Lessee waives any insurance subrogation rights or claims against Lessor or Agent and their insurers.

28. WATERBEDS/PORTABLE WASHERS: Lessee shall not use or have waterbeds on the Premises. Lessee shall not use or have a Portable Dishwasher or Washing Machine on the Premises.

29. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

30. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:
Lessor: The Becker Group, Inc., P.O. Box 23277, Ventura, CA 93002 or 40 South Ash Street, Ventura, CA 93001
Lessee: _____ (“Premises”).

31. LESSEE ESTOPPEL CERTIFICATE: Lessee shall execute and return a Lessee estoppel certificate delivered to Lessee by Lessor or Lessor’s agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Lessee’s acknowledgement that the Lessee estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

32. REPRESENTATION

A. LESSEE REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Lessee warrants that all statements in Lessee’s rental application are accurate. Lessor requires all occupants 18 years of age and older and all emancipated minors to complete a rental application. Lessee acknowledges this requirement and agrees to notify The Becker Group, Inc. when any occupant of the Premises reaches the age of 18 or becomes and emancipated minor. Lessee authorizes Lessor and Broker(s) to obtain Lessee’s credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Lessor may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or upon discovering that information in Lessee’s application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Lessee’s application is no longer true. A negative credit report reflecting on Lessee’s record may be submitted to a credit reporting agency if Lessee fails to fulfill the terms of payment and other obligations under this Agreement.

B. LESSOR REPRESENTATIONS: Lessor warrant that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceedings affecting the Premises.

Lessee(s) Initials _____ Agent Initials _____

33. MEDIATION:

A. Consistent with paragraphs B and C below, Lessor and Lessee agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Lessor and Lessee agree to mediate disputes or claims involving The Becker Group, Inc., Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

34. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000.00, except as provided in paragraph 33A.

35. DISCLOSURES:

A. PROPERTY OWNERSHIP (if checked): Lessee acknowledges that one of the Property Owners/Lessors of the Premises, Jeffrey R. Becker, is a Licensed California Real Estate Broker, License #01213236.

B. LEAD-BASED PAINT (if checked): Premises were constructed prior to 1978. In accordance with federal law. Lessor gives and Lessee acknowledges receipt of the disclosures on the attached Lead-Based Paint and Lead Based Paint Hazards Disclosures and Addendum and a federally approved lease pamphlet.

C. UN-REINFORCED MASONRY (if checked): The Premises is an un-reinforced masonry building. Un-reinforced masonry buildings have proven to be unsafe in the event of an earthquake. This Premises has been improved in accordance with the seismic safety standards of the local building ordinance that is applicable to un-reinforced masonry buildings.

D. BED BUGS: Lessor and Agent have no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure for further information. Lessee shall report suspected bed bug infestation to The Becker Group, Inc. and cooperate with any inspection for and treatment of bed bugs. The Becker Group, Inc. will notify Lessee of any units infested by bed bugs.

E. MOLD AND DAMPNES: exposure to mold may have potential health risks. Lessee acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

F. MEGAN'S LAW DATABASE DISCLOSURE: 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 ZIP code in which he or she resides. (Neither Lessor nor Brokers, if any, are required to check this website. If Lessee wants further information, Lessee should obtain information directly from this website.)

36. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in paragraphs 2, 4, 24 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.

37. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Lessor-Lessee or Landlord-Tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Lessee(s) Initials _____ Agent Initials _____

38. OTHER TERMS AND CONDITIONS: If checked the following ATTACHED documents are incorporated in this

- Agreement: Tenant Welcome Packet
 Move In Inspection Report (MII)
 Checklist for Vacating Your Unit/Premises
 Mold Notification and Ventilation Agreement
 Rent CAP and Just Cause Addendum
 Bed Bug Disclosure
 Lead-Based Paint and Lead Based Paint Hazards Disclosures and Addendum
 Security Deposit Disclosure and Addendum
 Other: _____
 Other: _____
 Other: _____

39. AGENCY CONFIRMATION:

A. The following agency relationship(s) are hereby confirmed for this transaction:

Lessor's Brokerage Firm: The Becker Group, Inc. / Lessor's Agent: Jeffrey Becker / License #01213236

Is the Broker and Agent for both the Lessee and Lessor (Duel Agent).

B. Lessor and Lessee acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education, or experience required to obtain a real estate license.

Furthermore, if Broker is not also acting as Lessor in this Agreement, Brokers: (e) do not decide what rental rate a Lessee should pay or Lessor should accept; and (f) do not decide upon the length or other terms of tenancy. Lessor and Lessee agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

C. Real Estate Brokers who are not also Lessor under this Agreement are not parties to the Agreement between Lessor and Lessee.

Lessee agrees to rent the Premises on the above terms and conditions.

 _____ date _____ date

 _____ date _____ date

Lessor (Owner or Agent for Owner) agrees to rent the Premises on the above terms and conditions.

By Agent for Lessor _____
 Jeffrey Becker . Broker Date
 License #01200065

The Premises is Managed by:

The Becker Group, Inc.

Post Office Box 23277, Ventura, CA 93002 . 40 South Ash Street, Ventura, CA 93001
(805) 653-6794 . (805) 653-6795 Fax . info@beckergroup.com . License #012000065

Lessee(s) Initials _____ Agent Initials _____



CHECKLIST FOR VACATING YOUR UNIT/PREMISES

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, dated _____, for the Premises known as _____, in which _____ is referred to as Lessee and _____ is referred to as Lessor.

Your security deposit is refundable, per the terms of your Residential Lease Agreement or Month-to-Month Rental Agreement, depending on the condition of the unit upon vacating and having met all terms of said agreement.

We encourage you to hire a professional cleaner or spend time cleaning your unit, and to consult with The Becker Group if you have any questions and/or problems. If we have to hire a professional cleaner, to return your unit to the condition it was provided for your move-in, they are \$100.00 per hour with a minimum one hour charge for touch-up cleaning. We highly recommend using our professional cleaning vendors for your move-out cleaning. Many tenants find it saves them time and money to make sure the cleaning requirements are met.

Your cleaning MUST cover, but is not limited to, the following:

- All windows to be cleaned inside and outside, screens brushed clean (except windows that cannot be reached from the outside).
- Any torn and/or broken screens must be replaced.
- Drapery rod hardware dusted, drapes cleaned, and/or blinds cleaned.
- Clean tracks of sliding doors and windows.
- Porch, patio and/or balcony cleaned.
- Doors: inside and outside cleaned.
- Clean any and all hard surface floors throughout the unit.
- Vacuum and professionally shampoo all carpets. **This must be completed by a truck-mounted carpet cleaning vendor. Provide The Becker Group, Inc. with a copy of the paid invoice.**
- If a refrigerator is supplied, defrost and empty water, clean inside and outside, bottom grill, drip pan, underneath and behind.
- Stove/Oven – clean completely inside and out [under burners, drip pans, etc.]. Stove hood top and underneath. Light and grease shield, walls and floors under and next to the appliance.
- If a dishwasher is supplied, clean front and interior.
- All bath fixtures, ceramic tile, caulking, shower pan, tub, sinks, faucets, medicine cabinets, etc.
- All light fixtures throughout the unit, interior and exterior.
- Baseboards around rooms and trim over doors and throughout the unit.
- Clean handprints, markings, cobwebs, debris, food from woodwork, walls, and all hard surfaces in the unit.
- Clean inside and exterior surfaces of all cabinets, drawers, closets, cabinets.
- Empty entire Premises, interior and exterior of all debris and personal property.
- The unit should be completely empty and deep cleaned upon your final departure.

Walls/Paint: what is considered above normal wear & tear?

- Nail or screw holes and/or other larger holes or scrapes in the wall.
- Water damage caused by hanging plants, furniture scrapes, crayon marks, food/liquids...
- Filling in holes with spackle or other materials, creating a polka-dot, non-matching color, look or texture.
- Unauthorized paint colors.

IMPORTANT NOT TO FORGET

- Notify the USPS, utility companies, telephone companies and any other services you have used, of your departure and arrange to pay and/or forward all your final bills.
- Lessee is deemed in possession of the Premises and rent will continue on a daily basis, until the keys are surrendered to an agent/employee of The Becker Group, Inc.
- AVOID DELAYS - make sure that we have your correct **forwarding address**. A check for your deposit refund will be mailed to you within three (3) weeks after you have vacated the premise, unless you've made other arrangements with us. **ALL Lessees names will be on one check.**

By: The Becker Group, Inc., Agent _____ date_____

The Becker Group, Inc.
Post Office Box 23277, Ventura, CA 93002
(805) 653-6794 . info@beckergrp.com _____ date_____



MOLD NOTIFICATION AND VENTILATION ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, dated _____, for the Premises known as _____, in which _____ is referred to as Lessee and _____ is referred to as Lessor.

Lessee agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Lessee acknowledges and agrees that (i) mold can grow if the Premises are not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moistures is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Lessee further acknowledges and agrees that Lessee has a responsibility to maintain the Premises in order to inhibit mold growth and that Lessee's agreement to do so is part of Lessee's material consideration in Lessor's agreement to rent the Premises to Lessee. Accordingly, Lessee agrees to:

- 1. Maintain the Premises free of dirt, debris and moisture that can harbor mildew/mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mildew/mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Also keep windows open on a recurring basis, when weather permits, to keep the Premises well ventilated;
6. Use exhaust fans and open windows, if any, in the bathroom(s) and kitchen while using those facilities and notify The Becker Group, Inc. in writing of any inoperative exhaust fans;
7. If exhaust fans and/or windows do not reduce the accumulation of moisture on walls or mildew/mold, Lessee agrees to purchase and use a dehumidifier(s) and dry walls;
8. In locations near the beach (coastal communities), Lessee agrees to keep furniture off of the walls, allowing for air circulation around and behind furnishings (especially mattresses, headboards, couches and large pieces of furniture).
9. Immediately notify The Becker Group, Inc. of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
10. Immediately notify The Becker Group, Inc. of overflows from bathroom, kitchen or laundry facilities;
11. Immediately notify The Becker Group, Inc. of any significant mildew/mold growth on surfaces in the Premises;
12. Allow Lessor, The Becker Group, Inc. or licensees, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation;
13. Lessee agrees to release, indemnify, hold harmless and forever discharge The Becker Group, Inc., Lessor and Lessor's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Lessee, members of Lessee's household or Lessee's guests or invitees may have at any time against Lessor or Lessor's agents resulting from the presence of mold due to Lessee's failure to comply with this Mold and Ventilation Addendum.

By: The Becker Group, Inc., Agent

date

The Becker Group, Inc.

40 South Ash Street, Ventura, CA 93001
(805) 653-6794 . (805) 653-6795 fax

date

date

Mailing Address:

Post Office Box 23277, Ventura, CA 93002

date



Rent CAP and Just Cause Addendum

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month to Month Rental Agreement, dated _____, on the property located at _____ ("Premises"), by and between The Becker Group, Inc., Agent for _____ (herein called Lessor) and _____ (herein called Lessee).

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Lessor may be subject to the rent cap and just cause eviction provisions of the Civil Code. Lessor informs Lessee of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Lessees have continuously and lawfully occupied the property for 12 months or more or at least one of the Lessees has continuously occupied the property for 24 months or more, a Lessor must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. Single Family Residential property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Lessee:

Notice of Exemption: This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Lessee shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Lessee remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Lessee from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

- A. Default in payment of rent.
- B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Lessee had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Lessee refused to execute a written extension or renewal of the lease for an additional

term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.

F. Criminal activity by the Lessee on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.

G. Assigning or subletting the premises in violation of the Lessee's lease.

H. The Lessee's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.

I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).

J. When the Lessee fails to deliver possession of the residential real property after providing the Owner written notice of Lessee's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Lessor, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Lessee and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month-to-month tenancy by giving the appropriate notice.

B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month-to-month tenancy by giving the appropriate notice.

C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.

D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Lessee in place, and that requires Lessee to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Lessee an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).

B. Lessee Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Lessee of the right to direct payment relocation assistance equal to one month of the Lessee's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE:** Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Lessor is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

_____ Date _____ Date _____
_____ Date _____ Date _____

By Agent for Lessor _____
Jeffrey Becker . Broker / License #012000065 _____ Date

The Becker Group, Inc.
Post Office Box 23277, Ventura, CA 93002 . 40 South Ash Street, Ventura, CA 93001
(805) 653-6794 . (805) 653-6795 Fax . info@beckergrp.com . License #012000065



BED BUG DISCLOSURE

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, dated _____, for the Premises known as _____, in which _____ is referred to as Lessee and _____ is referred to as Lessor.

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Lessee shall report suspected infestations by bed bugs to the Lessor or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Lessor will notify Lessees of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Lessees will be notified of confirmed infestations within common areas.

Lessee agrees to release, indemnify, hold harmless and forever discharge Lessor and Lessor's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Lessee, members of Lessee's household or Lessee's guests or invitees may have at any time against Lessor or Lessor's agents resulting from the presence of bedbugs due to Lessee's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

By: The Becker Group, Inc., Agent

_____ date

The Becker Group, Inc.
40 South Ash Street, Ventura, CA 93001
(805) 653-6794 . info@beckergrp.com

_____ date

Mailing Address:
Post Office Box 23277, Ventura, CA 93002

_____ date

_____ date



Lead-Based Paint and Lead Base Paint Hazards Disclosure and Addendum

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, dated _____, for the Premises known as _____, in which _____ is referred to as Lessee and _____ is referred to as Lessor.

Lead Warning Statement

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

Lessor’s Disclosure

Lessor and The Becker Group, Inc. have no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Lessor and The Becker Group, Inc. have no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

The Becker Group, Inc. has provided the Lessee with the pamphlet “Protect Your Family From Lead In Your Home” at <https://beckergrp.com/forms-to-download/>

AGENT’S ACKNOWLEDGEMENT

Agent has informed the Lessor of Lessor’s obligations under 42 U.S.C. 4852d and is aware of Agent’s responsibility to ensure compliance. I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Jeffrey Becker, Agent date

LESSEE’S ACKNOWLEDGEMENT

I (we) have received copies of all information listed above, if any, and the pamphlet “Protect Your Family From Lead In Your Home”. I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

date

date

date

date

The Becker Group, Inc.
40 South Ash Street, Ventura, CA 93001
(805) 653-6794 . (805) 653-6795 Fax
Mailing Address:
Post Office Box 23277, Ventura, CA 93002



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.