

**CHICO RANCHERIA HOUSING CORPORATION
LOW INCOME RENTAL PROGRAM
RENTAL AGREEMENT**

Project/No.: _____

Address/Unit No.: _____

City, State, Zip: _____

Tenant(s): _____

Tenant(s): _____

This Rental Agreement shall evidence the terms and conditions under which the parties whose signatures appear below have agreed. The Chico Rancheria Housing Corporation on behalf of the Mechoopda India Tribe of Chico Rancheria, California shall be referred to as "CRHC" and Tenant(s) (listed above) shall be referred to as "RESIDENT." As consideration for this agreement, CRHC agrees to rent to RESIDENT and RESIDENT agrees to rent from CRHC for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above.

IN ACCORDANCE WITH THE NATIVE AMERICAN HOUSING ASSISTANCE AND SELF DETERMINATION ACT OF 1996 (NADASDA)(P.L. 104-330 AS AMENDED BY P.L. 105-276, P.L. 106-568, P.L. 107-292, AND P.L. 108-393)[25 USC 4133], EACH RECIPIENT SHALL: DEVELOPMENT WRITTEN POLICIES GOVERNING RENTS CHARGED FOR DWELLING UNITS ASSISTED UNDER THIS ACT; AND, IN THE CASE OF ANY LOW-INCOME FAMILY RESIDING IN A DWELLING UNIT ASSISTED WITH GRANT AMOUNTS UNDER THIS ACT, THE MONTHLY RENT FOR SUCH DWELLING UNIT MAY NOT EXCEED 30 PERCENT OF THE MONTHLY ADJUSTED INCOME OF SUCH FAMILY; AND,; AND EACH RECIPIENT SHALL DEVELOP WRITTEN POLICIES GOVERNING THE ELIGIBILITY, ADMISSION, AND OCCUPANCY OF FAMILIES FOR HOUSING ASSISTED WITH GRANT AMOUNTS PROVIDED UNDER THIS ACT; AND, EACH RECIPIENT SHALL DEVELOP POLICIES GOVERNING THE MANAGEMENT AND MAINTENANCE OF HOUSING ASSISTED WITH GRANT AMOUNTS UNDER THIS ACT.

THE CHICO RANCHERIA HOUSING CORPORATION POLICY GOVERNING THIS PROGRAM IS ENTITLED *LOW INCOME RENTAL OCCUPANCY POLICY* AND IS HEREBY INCORPORATED INTO AND REFERENCED THROUGHOUT THIS AGREEMENT.

IN ACCORDANCE WITH 25 USC 4137 (NAHASDA SEC. 207 (a)), THIS RENTAL AGREEMENT DOES NOT CONTAIN UNREASONABLE TERMS OR CONDITIONS.

1. **TERMS:** RESIDENT agrees to pay \$_____ per month due in advance of the **1st** day of each month. MONTHLY RENT SHALL BE CALCULATED AS THIRTY PERCENT (30%) OF THE RESIDENT'S MONTHLY ADJUSTED INCOME WITH A MAXIMUM LIMIT DETERMINED NOT LESS THAN ANNUALLY AND SUCH PAYMENT AMOUNT SHALL BE SUBJECT TO CHANGE BASED ON RESIDENT'S ANNUAL AND/OR INTERM INCOME RECERTIFICATION'S IN ACCORDANCE WITH THE *LOW INCOME RENTAL OCCUPANCY POLICY*.

This agreement shall commence on _____, 20____ and continue as a month-to-month tenancy that may be terminated by either party, the CRHC giving termination notice pursuant to current California Law and the RESIDENT giving 30-day written notice of intent to terminate tenancy.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office of the manager of the building or at such other place designated in writing by CRHC. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. CRHC acknowledges receipt of the First month's rent of: \$_____, and a Security Deposit of \$_____, for a total payment of \$_____. All payments are to be made payable to: _____ and delivered to _____ California, Telephone Number: _____ who is usually available on the following days: _____ during the following hours: _____.

3. **LATE CHARGE:** If rent is paid after the 5th of the month, there will be a late charge assessed in the maximum allowable amount under current California Law. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the CRHC to estimate fair average compensation for any loss that may

BY INITIALING RESIDENT ACKNOWLEDGES:

be sustained as a result of late payment of rent. Pursuant to current California law, if resident passes a check on insufficient funds, resident will be liable to CRHC for the amount of the check and all service charges thereof.

4. SECURITY DEPOSITS: THE SECURITY DEPOSIT SHALL BE IN AN AMOUNT IN ACCORDANCE WITH THE *LOW INCOME RENTAL OCCUPANCY POLICY*. The Security Deposit shall not exceed two times the monthly rent for unfurnished units or three times the monthly rent for furnished units. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within the time period specified under current California Law after the premises have been completely vacated less any amount necessary to pay CRHC: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT pursuant to current California Law. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to CRHC. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent. Under California Law, you are entitled to a pre-move out inspection if you request it. This inspection should occur no later than 14 days before you vacate the unit, but is not available to tenants who are being evicted. After the inspection, you will be provided with an itemized statement of corrections you can make to avoid deductions from your security deposit. You may still be responsible for problems that are not noticed during this inspection of that occur after the inspection.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except:

PROOF OF ABILITY TO TRANSFER UTILITY SERVICES MUST BE PROVIDED PRIOR TO THE EXECUTION OF THIS AGREEMENT. IT IS REQUIRED THAT THE RESIDENT TRANSFER UTILITY SERVICES PRIOR TO MOVE-IN. IF UTILITY SERVICES ARE NOT TRANSFERRED PRIOR TO OR ON THE MOVE-IN DATE, CRHC OR ITS AGENT HAS THE RIGHT TO DISCONNECT SERVICE WITHOUT NOTICE TO THE RESIDENT.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the CRHC'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of CRHC is obtained in advance:

_____ Name	_____ Birth date	_____ Name	_____ Birth date
_____ Name	_____ Birth date	_____ Name	_____ Birth date
_____ Name	_____ Birth date	_____ Name	_____ Birth date
_____ Name	_____ Birth date	_____ Name	_____ Birth date

RESIDENTS found to be giving accommodations to individuals, without Chico Rancheria Housing Corporation approval, are subject to Termination of this Agreement. Approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he / she maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish CRHC with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid,

BY INITIALING RESIDENT ACKNOWLEDGES:

highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by CRHC to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the CRHC AS ESTABLISHED IN THE *LOW INCOME RENTAL OCCUPANCY POLICY*. Said consent, if granted, shall be revocable at CRHC'S option upon giving a 30-day written notice. Living assistance animals with proper documentation are allowed. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ _____ shall be required along with the signing of CRHC'S "PET AGREEMENT."

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on CRHC'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent" or attached hereto. RESIDENT is hereby assigned parking space #_____. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by CRHC. Only vehicles that are operational may park in their assigned space. Resident is assigned storage space #_____ located _____.

9. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. **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 RESIDENT is prohibited. Smoking is prohibited in all "common areas" such as indoor and outdoor locations that are accessible and usable by occupants of more than one unit, including but not limited to: walkways, lawns, patios, play areas, gardens, parking lots, and carports.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or CRHC may terminate this Agreement immediately upon three-day written notice to the other.

12. **CONDITION OF PREMISES:** IN ACCORDANCE WITH 25 USC 4137 (NAHASDA SEC. 207 (a) (2)), CRHC SHALL MAINTAIN THE UNIT IN COMPLIANCE WITH APPLICABLE HOUSING CODES AND QUALITY STANDARDS. RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by CRHC are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to CRHC in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property; trash not belonging to CRHC. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable

13. **MAINTENANCE AND ALTERATIONS:** IN ACCORDANCE WITH 25 USC 4137 (NAHASDA SEC. 207 (a) (2)), CRHC SHALL MAINTAIN THE UNIT IN COMPLIANCE WITH APPLICABLE HOUSING CODES AND QUALITY STANDARDS. RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the CRHC except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. RESIDENT must notify CRHC with a written notice stating what item(s) need service or repair and give CRHC a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the CRHC as a

BY INITIALING RESIDENT ACKNOWLEDGES:

result of not notifying the CRHC in writing of such needed service or repairs, CRHC may terminate this Agreement immediately upon three-day written notice.

14. **SMOKE DETECTOR:** The rental unit is equipped with properly functioning smoke detectors. RESIDENT agrees to test the smoke detectors in the rental unit monthly for proper function. RESIDENT agrees not to interfere with their normal function or disable the smoke detectors in any manner.

15. **HOUSE AND LAUNDRY RULES:** RESIDENT shall comply with all house, 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. CRHC shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or common area are gratuitous and subject to revocation by CRHC at any time.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by CRHC through CRHC Board Approval via majority vote at an official meeting, quorum present. SUCH CHANGES SHALL BE CONDUCTED IN ACCORDANCE WITH CRHC BYLAWS VIA MAJORITY VOTE AT OFFICIAL MEETINGS, QUORUM PRESENT, AND SHALL ONLY BE IMPLEMENTED UPON THE ENTIRE *LOW INCOME RENTAL PROGRAM* AND EACH RESIDENT WITHIN SAID PROGRAM. Future changes shall be implemented upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. **GENERAL TERMINATION:** This agreement is from month-to-month, but may be terminated by either party, the CRHC giving termination notice pursuant to current California Law and the RESIDENT giving 30-day written notice of intent to terminate tenancy. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to CRHC OR ITS AGENT. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to CRHC'S loss of prospective new RENTERS.

18. **"JUST CAUSE" TERMINATION:** Where laws require "just cause," such just cause shall be so stated on said notice. IN ACCORDANCE WITH 25 USC 4137 (NAHASDA SEC. 207 (a)), CRHC OR ITS AGENT SHALL GIVE ADEQUATE WRITTEN NOTICE OF TERMINATION OF THE RENTAL AGREEMENT, WHICH SHALL BE THE PERIOD OF TIME SPECIFIED IN THE *LOW INCOME RENTAL OCCUPANCY POLICY* THAT SHALL BE NO LESS THAN THE PERIOD OF TIME REQUIRED UNDER STATE LAW. WITH RESPECT TO ANY NOTICE OF EVICTION OR TERMINATION, NOTWITHSTANDING ANY STATE, TRIBAL, OR LOCAL LAW, RESIDENT SHALL BE INFORMED OF THE OPPORTUNITY, PRIOR TO ANY HEARING OR TRIAL, TO EXAMINE ANY RELEVANT DOCUMENTS, RECORDS, OR REGULATIONS DIRECTLY RELATED TO THE EVICTION OR TERMINATION. CRHC OR ITS AGENT MAY NOT TERMINATE THE TENANCY, DURING THE TERM OF THE RENTAL AGREEMENT (DURING THE MONTH), EXCEPT FOR SERIOUS OR REPEATED VIOLATION OF THE TERMS OR CONDITIONS OF THE RENTAL AGREEMENT, VIOLATION OF APPLICABLE FEDERAL, STATE, TRIBAL, OR LOCAL LAW, OR FOR OTHER GOOD CAUSE INCLUDING VIOLATION OF THE *LOW INCOME RENTAL OCCUPANCY POLICY*. CRHC OR IT AGENT MAY TERMINATE THE TENANCY OF A RESIDENT FOR ANY ACTIVITY ENGAGED IN BY THE RESIDENT, ANY MEMBER OF THE HOUSEHOLD OF THE RESIDENT, OR ANY GUEST OR OTHER PERSON UNDER THE CONTROL OF THE RESIDENT THAT (A) THREATENS THE HEALTH OR SAFETY OF, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY, OTHER RESIDENTS OR EMPLOYEES OF CRHC OR ITS AGENT; (B) THREATENS THE HEALTH OR SAFETY OF, OR RIGHT TO PEACEFUL ENJOYMENT OF THEIR PREMISES BY, PERSONS RESIDING IN THE IMMEDIATE VICINITY OF THE PREMISES; OR (C) IS CRIMINAL ACTIVITY (INCLUDING DRUG-RELATED CRIMINAL ACTIVITY) ON OR OFF THE PREMISES. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to CRHC OR ITS AGENT. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to CRHC'S loss of prospective new RENTERS.

19. **POSSESSION:** If CRHC is unable to deliver possession of the Unit to RESIDENT on the agreed date, because of the loss or destruction of the Unit or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or CRHC may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

BY INITIALING RESIDENT ACKNOWLEDGES:

20. **INSURANCE:** IN ACCORDANCE WITH 25 USC 4133 (NAHASDA SEC. 203 (c)) CRHC SHALL MAINTAIN ADEQUATE INSURANCE COVERAGE FOR HOUSING UNITS THAT ARE OWNED WITH GRANT AMOUNTS PROVIDED UNDER THIS ACT. RESIDENT acknowledges that CRHC'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall CRHC be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OR HER OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive CRHC'S duty to prevent personal injury or property damage where that duty is imposed by law.

21. **RIGHT OF ENTRY AND INSPECTION:** IN ACCORDANCE WITH 25 USC 4163 (NAHASDA SEC. 403 (B)) NOT LESS FREQUENTLY THAN ANNUALLY, CRHC SHALL REVIEW THE ACTIVITIES CONDUCTED AND HOUSING ASSISTED UNDER THIS ACT [NAHASDA] TO ASSESS COMPLIANCE WITH THE REQUIREMENTS OF THIS ACT. SUCH REVIEW SHALL INCLUDE AN APPROPRIATE LEVEL OF ONSITE INSPECTION OF HOUSING TO DETERMINE COMPLIANCE WITH APPLICABLE REQUIREMENTS. THE RESULTS OF EACH REVIEW SHALL BE INCLUDED IN THE PERFORMANCE REPORT OF CRHC SUBMITTED TO THE SECRETARY UNDER SECTION 404 AND MADE AVAILABLE TO THE PUBLIC. CRHC OR ITS AGENT by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. CRHC OR ITS AGENT shall give AT LEAST 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. CRHC is permitted to make all alterations, repairs and maintenance that in CRHC'S judgment is necessary to perform. In addition, CRHC has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by CRHC. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be offered to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend CRHC the keys to the premises for the purpose of having a duplicate made for CRHC'S use.

22. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign, or sublet the premises or any part thereof and hereby appoints and authorizes the CRHC as his or her agent and/or by CRHC'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

23. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or CRHC'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

24. **NO WAIVER:** CRHC'S acceptance of rent with knowledge of any default by RESIDENT or waiver by CRHC of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by CRHC of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

25. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees shall not exceed \$500 in the aggregate in addition to other damages awarded. Due to the fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial. It is stipulated by and between the parties that, their heirs assigns, and legatees that venue for any and all actions arising from this rental agreement shall be within the county in which the unit leased under this Rental Agreement is located.

26. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the CRHC has a reasonable belief of abandonment of the premises, CRHC shall give 18 days written notice to RESIDENT at any place (including the rented premises) that CRHC has reason to believe RESIDENT may receive said notice of CRHC'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow CRHC to reclaim the premises.

27. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify CRHC for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

BY INITIALING RESIDENT ACKNOWLEDGES:

28. 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. RESIDENT expressly authorizes CRHC/AGENT (including a collection agency) to obtain Resident's consumer credit report, which CRHC/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

29. 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, CRHC must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

CRHC/AGENT DISCLOSURE (Initial)

_____ CRHC'S initials (on left) mean CRHC has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and CRHC 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 CRHC'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 CRHC promptly in writing of any deteriorating and/or peeling paint.

30. _____ MOLD: The CRHC/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the CRHC/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

31. ADDITIONS AND EXCEPTIONS: _____

32. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S Unit (apartment /townhouse / house, etc...) and all notices to CRHC / AUTHORIZED AGENT shall be served to:

Agent Authorized To Manage Property:

Name _____ Address _____
Phone Number _____

Owner of property or a person who is authorized to act for and on behalf of the CRHC for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name _____ Address _____
Phone Number _____

Person or Entity Authorized to Receive Payment of Rent:

Name _____ Address _____
Phone Number _____

33. INVENTORY: The Apartment contains the following items for use by RESIDENT: _____

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

BY INITIALING RESIDENT ACKNOWLEDGES:

34. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- | | | |
|---|---|--|
| <input type="checkbox"/> <u> </u> <i>LOW INCOME RENTAL OCCUPANCY POLICY</i> | <input type="checkbox"/> <u> </u> Smoke Detector Agreement | <input type="checkbox"/> <u> </u> CC&R |
| <input type="checkbox"/> <u> </u> Move-In Inspection Worksheet | <input type="checkbox"/> <u> </u> Pet Agreement | <input type="checkbox"/> <u> </u> Drug Free Housing |
| <input type="checkbox"/> <u> </u> Pest Control Notice | <input type="checkbox"/> <u> </u> Asbestos Agreement | <input type="checkbox"/> <u> </u> Proposition 65 Brochure |
| <input type="checkbox"/> <u> </u> Satellite Addendum | <input type="checkbox"/> <u> </u> Lead Disclosure Addendum | <input type="checkbox"/> <u> </u> Storage Keys: No. ____ |
| <input type="checkbox"/> <u> </u> Pool Rules | <input type="checkbox"/> <u> </u> Mold Addendum | <input type="checkbox"/> <u> </u> Garage Keys: No. ____ |
| <input type="checkbox"/> <u> </u> House Rules | <input type="checkbox"/> <u> </u> Laundry Rules | <input type="checkbox"/> <u> </u> Garage Door Opener |
| <input type="checkbox"/> <u> </u> Family Self-Sufficiency Plan | <input type="checkbox"/> <u> </u> Mailbox Keys: No. ____ | <input type="checkbox"/> <u> </u> Laundry Keys: No. ____ |
| <input type="checkbox"/> <u> </u> Other: _____ | | |
| <input type="checkbox"/> <u> </u> Other: _____ | | |

35. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between CRHC and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify CRHC for liability caused by the actions (omission or commission) of residents, their guests and invitees.

36. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **SEVERABILITY:** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

38. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT 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.” (_____ **RESIDENT’S initials**), **OR Pursuant to California Civil Code 1632**, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

_____ **RESIDENT’S initials (on left)** hereby acknowledge that this Agreement was translated and interpreted in their foreign language of: _____.

Printed Name of Interpreter Signature of Interpreter Date

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

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

CHICO RANCHERIA HOUSING CORPORATION

BY INITIALING RESIDENT ACKNOWLEDGES:

ADDITIONAL TERMS AND CONDITIONS:

-
-
-
- 1. RESIDENT is responsible for window breakage and light bulb replacement during entire term of rental agreement.
 - 2. RESIDENT is responsible for smoke alarm battery replacement during entire term of rental agreement.
 - 3. If a washer and/or dryer and/or garbage disposal is included in the unit and breaks down due to tenant(s) negligence, RESIDENT will be held liable for the repair/replacement cost.
 - 4. Tenant(s) are responsible for any blockage of drain pipes after move-in, excluding structure defects of the drain pipes.
 - 5. Refund of Security Deposit, is jointly payable: CRHC/AGENT will make Security Deposits by one (1) check, jointly payable to all RESIDENTS who have signed the RENTAL AGREEMENT.
 - 6. If you are locked out of your unit after normal business hours and in need of a CRHC/AGENT representative, a \$35.00 cash charge is due and payable upon entry of your unit.
 - 7. There is a \$25.00 late charge for all rents paid after the 5th of each month.
 - 8. RESIDENTS have been provided a copy of the *LOW INCOME RENTAL OCCUPANCY POLICY* and been explained the Low Income Rental Program intentions and rules by CRHC staff or its agent.
 - 9. In accordance with the *LOW INCOME RENTAL OCCUPANCY POLICY*, RESIDENT has provided a **Family Self-Sufficiency Plan** in consultation with CRHC or its agent, and such plan has been accepted by CRHC or its agent and is executed by ALL parties and made part of this Rental Agreement. Failing to perform in accordance with said Family Self-Sufficiency Plan shall result in termination of the Rental Agreement.

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

CHICO RANCHERIA HOUSING CORPORATION

BY INITIALING RESIDENT ACKNOWLEDGES: