



# PONDEROSA PROPERTY MANAGEMENT

202 WEST LINCOLN AVE, #E, ORANGE, CA 92865  
WWW.PONDEROSAPM.COM

FAX (714) 921-1915

INCORPORATED  
(714) 921-1622

## AGREEMENT TO RENT OR LEASE

Ponderosa Property Management, Agent for \_\_\_\_\_ Owner and

\_\_\_\_\_ Resident, agree as follows:

**1. PREMISES:** Owner hereby rents to Resident and Resident hereby rents from Owner the premises commonly known as:

\_\_\_\_\_ California,  
subject to the terms, conditions and covenants set out herein, which are a material part of the consideration for this agreement.

**2. TERM:** This agreement shall commence on \_\_\_\_\_, and continue through \_\_\_\_\_ for a total rent of \$ \_\_\_\_\_, then continue on a month-to-month basis thereafter until either party shall terminate the tenancy by the giving of written notice to the other of intention to terminate at least 30 days prior to the date of termination. In the event Resident intends to vacate on the above indicated termination date, Resident must give notice 30 days prior to that date. Notice to move must be in writing. Resident will be responsible for rent for a full 30 days after notice is received. First month's rent must be paid by cashier's check or money order.

**3. RENT:** First month's rent shall be \$ \_\_\_\_\_ due by \_\_\_\_\_. Second month's rent shall be \$ \_\_\_\_\_ due by \_\_\_\_\_. Each succeeding payment shall be \$ \_\_\_\_\_ due on the first day of each month made payable to Ponderosa Property Management at 202 W. Lincoln Ave. # E, Orange, CA 92865. No deductions or offsets shall be taken from any rent payment. There is no grace period. Written demand for rent may be made on the second day of the month. Resident agrees to pay as additional rent a late charge of six percent (6%) of any rents not paid by the first day of the month. Rent may be paid by check, money order, or cashier's check. Cash will not be accepted. Late rent payments and first month's rent must be made by money order or cashier's check only. If a personal check is returned for non-sufficient funds, Resident may be required to make all future payments by money order or cashier's check only. Payments are posted in the following order: oldest invoices first, late charges, damage charges, miscellaneous charges, rent.

**4. UTILITIES:** Resident shall be responsible for all utilities and services and agrees to make payment for same, except \_\_\_\_\_ which shall be paid by owner.

**5. SECURITY DEPOSIT:** Resident agrees to pay a security deposit in the amount of \$ \_\_\_\_\_ prior to occupancy by cashier's check or money order. The security deposit shall cover, but is not limited to: damage to the premises caused by Resident or Resident's guests, normal wear and tear excepted; breach of the agreement including nonpayment of rent; and cleaning of the premises upon termination of the tenancy. No portion of this sum shall be used toward last month's rent. Resident is responsible for any costs in excess of the security deposit. Security deposit refund will be made payable, without interest, to all residents named above.

**6. OCCUPANCY:** Occupancy by guests staying for more than 15 consecutive days without the written consent of Owner shall be considered a breach of this agreement by Resident. The premises shall be occupied only by the following named persons:

**7. PETS:** No pets, including any animal, bird, or reptile, and no aquariums in excess of ten (10) gallons, are allowed on the premises without prior written consent, except \_\_\_\_\_.

**8. KEYS & REMOTE CONTROLS:** Tenant will be given \_\_\_\_\_ keys, \_\_\_\_\_ remotes, and \_\_\_\_\_.

**9. USE:** The premises are to be used only as a private residence. Resident shall not violate any governmental law or ordinance relating to the use of the premises.

**10. MULTIPLE OCCUPANCY:** Resident acknowledges that this agreement is between Owner and each Resident jointly and severally, whether or not in actual possession of the premises. Each and every resident shall be responsible for payment of rent and all other provisions of this agreement.

**11. ALTERATIONS & MAINTENANCE:** Resident agrees to keep the unit in clean and sanitary condition, including carpets and walls, to keep the premises clear of debris, rubbish, and unsightly materials, and not to allow the commission of waste upon the premises. Resident shall not accumulate trash or other materials that restrict easy access throughout the unit, or causes a hazard, or violates any health, fire, or safety regulations. Resident is responsible for the repair of stopped drains unless caused by defective plumbing or tree roots and to replace burnt light bulbs and tubes. If the dwelling unit described herein is a single-family dwelling or duplex, Resident agrees to take proper care of any surrounding grounds including lawns and shrubbery. Resident shall not paint, wallpaper, nor make alterations to the property without Owner's prior written consent. Resident agrees not to change or add any lock to said premises without the prior written consent of the Owner, and if approved, Resident is to immediately provide key to the Owner. Items that Resident permanently attaches to the property become the property of the Owner. Resident agrees that the property is clean and in good condition except for those items noted on the attached "Move-in Inspection & Lead-Based Paint Disclosure Form." Resident to clean or replace heater filter every 6 months.

**12. DAMAGE TO THE PREMISES:** Resident shall be liable for the cost of repairs of any damage to the premises caused by Resident or any person on the premises with Resident's consent. Except as provided by law, such repairs shall be made by Resident at his/her own expense. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the satisfaction of the Owner. Resident is responsible for damages resulting from defective conditions, including but not limited to water leaks and mold, they unreasonably fail to report.

- 13. ENTRY - INSPECTIONS:** Owner may enter the premises with consent of Resident or upon prior reasonable written notice to Resident (24 hours shall be deemed reasonable advance notice) for the purpose of: making inspections, repairs, alterations or additions; or to show the premises to prospective residents, purchasers or mortgagees. Entry shall be made during regular business hours. For the purposes of making repairs and showing the premises, regular business hours shall be defined as 9:00 a.m. - 7:00 p.m. In the event of emergency (such as fire or plumbing leak, etc.) Owner may enter the premises without consent or prior notice. Owner shall have duplicate or master keys to all locks upon the premises. In the event Resident prohibits or otherwise obstructs Owner from showing the property to prospective residents during normal business hours after receiving 24 hour written notice, Resident agrees to pay damages in the amount of one day's rent for each obstructed showing.
- 14. SUBLEASING - ASSIGNMENT - LIENS:** Resident shall not sublet the premises or assign this agreement without the prior written consent of Owner, which shall not be unreasonably withheld. Resident further agrees not to allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Resident is a party without Owner's prior written consent.
- 15. ABANDONMENT:** Resident shall not vacate or abandon the premises prior to the expiration or termination of this agreement. If Resident does abandon the premises, Owner shall have the right of reentry pursuant to the laws of the State of California.
- 16. TERMINATION:** Upon termination of this agreement by written notice pursuant to California law, Resident shall without further notice from Owner vacate the premises, return all keys, remove all personal property belonging to Resident, give owner written notification of forwarding address, and leave the premises in good and clean condition including professional cleaning of carpet and window coverings, normal wear and tear excepted, as they were upon occupancy by Resident. In the event the Resident breaches this contract by terminating this lease early, Resident agrees to be responsible for lost rent, lease fees, advertising costs, painting and any other cost necessary to re-lease the premises.
- 17. REENTRY - DEFAULT:** Upon material breach of this agreement or default by Resident, Owner reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.
- 18. POSSESSION:** If Owner is unable to deliver possession of the premises at the time of commencement of this agreement, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but resident shall not be liable for rent until possession is delivered. Resident may terminate this agreement by written notice to owner if possession is not delivered within one day of commencement of the term of this agreement.
- 19. PEST CONTROL:** Resident agrees, upon Owner's demand, to temporarily vacate the property for a reasonable amount of time to allow for the treatment of pests or vermin. Resident shall comply with all exterminator's instructions regarding the bagging and/or removal of food, medicine and other perishables.
- 20. NOTICES:** All notices required by this agreement shall be in writing and delivered to the parties as follows: To Resident at the leased premises. To Owner by service in care of Ponderosa Property Management, 202 W. Lincoln Ave., Suite E, Orange, CA 92865.
- 21. RULES & REGULATIONS:** Resident agrees to comply with all reasonable Owner and/or Association rules, regulations, codes, covenants and restrictions. Resident agrees not to allow any excessive noise or activity on the premises or commit any other nuisance or act which disturbs or interferes with the peace and quiet of neighbors. Association fines for the violation of association rules to be paid by Resident. Resident shall not publicly display any sign or exhibit on the premises without prior written consent of Owner. Cars are to be parked in designated areas only. Cars may not be parked in guest area, on lawns or in such a way as to obstruct entries and exits. Oil changes and major car repairs may not be made on the premises. Resident shall not smoke in the premises. No drinking is allowed in common areas.
- 22. SMOKE DETECTORS:** The premises are equipped with smoke detector(s). Resident agrees to: inspect and test each smoke detector monthly; to replace the batteries as needed; to notify the Owner promptly in writing of any defects or malfunctions; and to not remove, dismantle or otherwise render the smoke detector(s) inoperable.
- 23. DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this agreement so as to seriously interfere with Resident's occupancy, either party to this agreement may terminate immediately upon delivery of written notice to the other.
- 24. HOLD HARMLESS AND WAIVER:** No insurance is provided by Owner or Agent for Resident's personal property. Resident agrees to indemnify and hold Owner or Agent harmless and in no way accountable for any liability for personal injury or property damage to his/her self or any other person on the premises with Resident's consent for any cause except as may be caused by the negligence of Owner or Agent. Resident shall obtain his own renter's insurance. Owner makes no warranty that the property is secure and safe from theft, injury or damage. All gates and locks are for the protection of the owners' property only. Owner also makes no warranty as to condition of neighborhood, crime statistics, registered felons, noise levels, auto and air traffic, government services, odors, available transportation, and other hazards or circumstances.
- 25. AGENCY DISCLOSURE:** Resident understands and acknowledges that Ponderosa Property Management is not the Owner of the subject property and not the agent of the resident, but the agent of the Owner. Resident understands that, as Agent for the Owner, Ponderosa Property Management is not responsible for the actions of the Owner regarding the property or disposition of security deposits. Resident agrees not to name Ponderosa Property Management in any actions taken against the Owner of the subject property.
- 26. SEVERABILITY:** If any provision of this agreement, or its application, is held invalid, it will not affect other provisions or application herein which can be given effect without the invalid provision or application. To this end all provisions of this agreement are severable.
- 27. ESTOPPEL CERTIFICATE:** Within 10 days after written notice, Resident agrees to execute and deliver an estoppel certificate as submitted by Owner acknowledging that this agreement is un-modified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by lender or purchaser.
- 28. MEGAN'S LAW:** Registered Sex Offenders Notice: The California Department of Justice, sheriffs' departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
- 29. HAZARDUS SUBSTANCE WARNING:** This property may contain asbestos, a chemical known to the State of California to cause cancer, and other chemicals known to the State of California to cause cancer, and birth defects and other reproductive harm. These chemicals are contained in some building materials, in some of the products and materials used to maintain the property, and in emissions, fumes, and smoke from tenant and guest activities, including, but not limited to, use of motor vehicles, barbecues, and tobacco products. Disturbance of or damage to interior apartment surfaces may increase the potential for exposure to these substances. (California Health and Safety Code 25249.5 *ET SEQ.*)

