



BED BUG DISCLOSURE

(C.A.R. Form BBD, 6/17)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____, in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

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:
A. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
B. Molted bed bug skins, white, sticky eggs, or empty eggshells.
C. Very heavily infested areas may have a characteristically sweet odor.
D. 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 State Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement.
8. Tenant shall report suspected bed bug infestation and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants 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 Tenants will be notified of confirmed infestations within common areas.

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

Date _____ Date _____
Buyer/Tenant _____ Seller/Landlord _____
Buyer/Tenant _____ Seller/Landlord _____

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Reviewed by _____ Date _____





CANCELLATION OF LEASE OR RENT

(C.A.R. Form CLR, 6/17)

In accordance with the terms and conditions of, or, as applicable, per the mutual agreement of the Parties, the Residential Lease or Month to Month Rental Agreement ("Agreement"), dated _____, for the Premises known as _____ ("Premises"), between _____ ("Tenant") and _____ ("Landlord")

Is modified as follows:

- 1. CANCELLATION OF AGREEMENT: [] Tenant [] Landlord [] both Tenant and Landlord cancel(s) the Agreement for the following reason:
A. [] Tenant has failed to pay the move-in rent after being given a Pre-Possession Notice To Tenant To Pay (C.A.R. Form PPN).
B. [] Tenant has failed to pay the move-in security deposit after being given a Pre-Possession Notice To Tenant To Pay (C.A.R. Form PPN).
C. [] Tenant has made all payments, and performed all covenants, required under the Agreement but Landlord is unable to deliver possession within 5(or ___) Days after the agreed commencement date.
D. [] Per mutual agreement. Both parties shall sign under paragraph 1. The termination date shall be the date of the last signature or _____. Possession shall be delivered to Landlord by 6PM or ([] AM/[] PM) on the date of termination.
E. [] Other _____.

Tenant's or Landlord's Signature (party cancelling the contract) _____ Date _____

Tenant's or Landlord's Signature (party cancelling the contract) _____ Date _____

2. RETURN/RELEASE OF DEPOSIT

- A. [] Landlord shall return or authorize release of Tenant rent and security deposit in the amount of \$ _____, to Tenant.
OR B. [] Both Tenant and Landlord acknowledge mutual cancellation of the Agreement and agree that \$ _____ of the rent and security deposit paid will be determined by subsequent mutual instructions, judicial decision or arbitration award.
C. Landlord shall return or authorize release of Tenant rent in the amount of \$ _____, to Tenant. Within 21 days delivery of possession, Landlord shall: (1) furnish Tenant an itemized statement indicating 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 Tenant.
OR C. [] Other: _____.

Tenant and Landlord (i) mutually release each other from all obligation to lease or rent the Premises under the Agreement, and (ii) unless 2B is checked, mutually release each other from all claims, actions and demands that each may have against the other(s) by reason of the Agreement; and intend that all rights and obligations arising out of the Agreement are null and void.

Date _____ Date _____
Tenant _____ Landlord _____
Tenant _____ Landlord _____

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PRE-POSSESSION NOTICE TO TENANT TO PAY (C.A.R. Form PPN, 12/17)

In accordance with the terms and conditions of the Residential Lease or Month to Month Rental Agreement ("Agreement") dated _____, for the premises described as _____ ("Premises"), between _____ ("Landlord"), and _____ ("Tenant").

Landlord hereby gives Tenant notice to make the following payment(s) specified in the Agreement:

- A. Rent \$ _____
B. Security Deposit \$ _____
C. _____
D. _____
E. _____

If Tenant does not make the payment specified above within 2 (or _____) Days After Delivery of this Pre-possession Payment Notice, Landlord may cancel the Agreement.

Landlord _____ Date _____
Landlord _____ Date _____

(____/____) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Pre-Possession Notice was personally received by Tenant or authorized agent on _____ (date), at _____ AM PM.

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WATER SUBMETER ADDENDUM

(C.A.R. Form WSM, 6/17)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____

in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

- 1. The Tenant will be billed for water service separately from the rent.
2. An estimate of the monthly bill for water service for Premises is \$ _____. This estimate is based on:
A. The average or median bill for water service for comparative dwelling units at the Property over any three of the past six months.
OR B. The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, including all other monthly charges that will be accessed.
3. Landlord will send Tenant a bill for water services on or before the _____ (date) of each month, (Other _____).
4. If Tenant has questions about the water service billing, these questions should be directed to Landlord, Property Manager, Billing Agent at the mailing address, email address or number specified in the Agreement between the hours of _____ to _____ on the following days _____ (if the phone number in the agreement is not local or toll-free then, at the following number _____).
5. The monthly bill for water service may only include the following charges:
A. Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of Civil Code Section 1954.205.
B. Payment of a portion of the fixed fee charged by the water purveyors for water service.
C. A fee for the Landlord's or billing agent's costs in accordance with paragraph (3) of subdivision (a) of Civil Code Section 1954.205.
D. Any late fee, with the amounts and times assessed, in compliance with Civil Code Section 1954.213.
6. The Tenant shall notify the Landlord or Property Manager at the mailing address, email address or toll-free telephone or local telephone number specified of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.
7. Landlord shall provide any of the following information if asked by the tenant:
(i) The location of the submeter; (ii) The calculations used to determine a monthly bill; (iii) The date the submeter was last certified for use; (iv) and the date the submeter is next scheduled for certification, if known.
8. If the tenant believes that the submeter reading is inaccurate or the submeter is malfunctioning, the tenant shall first notify the Landlord in writing and request an investigation. If an alleged submeter malfunction is not resolved by the Landlord, a tenant may contact the local county sealer as follows and request that the submeter be tested.

County Sealer: Mailing address _____
Email address _____ Phone number _____

Contact information for many County Sealers can be found at the following URL: https://www.cdfa.ca.gov/exec/county/documents/countycommissionersealercontactinfo.pdf. If not, you may call, visit, or go to the website of, the County Government office where the Property is located.

This Addendum only provides a general overview of the laws regarding submeters. The laws themselves can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code available online or at most libraries.

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

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord _____

Buyer/Tenant _____ Seller/Landlord _____

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