

INSTRUCTION SHEET

Rental Agreements

Purpose:

The purpose of this form is to clearly state the terms agreed to by both the property owner and the resident (renter). When properly completed and signed by both parties, it becomes a binding and legally enforceable contract. Two basic agreements are available (1) month-to-month and, (2) long form lease.

When to use:

1. Always use a written rental agreement. As property owner, you are turning over effective daily control of a portion of your real property to the resident. Protect your rights and set forth the responsibilities of the resident by using one of the rental agreements.
2. Get the forms prepared and signed by all parties before you give the resident the keys. Usually the agreements are signed after you have reviewed and approved the prospective resident's application and at the same time you are receiving the initial rent and deposit money due to you.
3. Use the Long Form Lease when you are leasing the unit out for a specific period of time (usually one year, but it could be set up for any longer or shorter time period).
4. Use the Month-to-Month agreement form in all other situations.

Preparation of the form:

1. Heading: Show date agreement was signed and full and complete names of all adults who are going to reside on the premises.
2. #1 – Show physical address of property being rented – include apartment number and zip code
3. #2 – Show rental amount and dates. (Use blank space between Par. 1 and Par. 2 to show rent prorating amounts and due dates when rent starts at other than normal dates). But use an addendum if there is not enough space.
4. #3 – (Month-to-Month) Insert "rental damage" amount per day. This clause takes effect only if the resident does not move out on time. Do not use an unreasonable amount here – the courts will not allow it. We suggest a maximum amount not to exceed 2 *Yi* times the normal prorated daily rental amount. This is approximately the daily motel rate. (See precautionary note).
5. #5 – List names of all people who will normally live in the unit. (Be accurate – any other persons they can only be a guess or trespasser and your rights change accordingly).
6. #6 – List any other excluded items which you do not allow in your unit.
7. #8 List the utility service charges, which you normally pay (i.e. garbage, water).
8. #15 – Show the amount of Security Deposit after the "\$" If not paid in full at time agreement was signed, show terms after "payable".
9. #18 – Show name and address of the person you designate to receive legal notices from the resident. The person can be you or any other adult or company you select as your agent. Be sure they are aware of this. Use a physical address, not a post office box.
10. Attachments, - Use this section to add any additional terms to the basic rental agreement. Properly designate additional pages by page number. Have resident initial applicable boxes to indicate which additional terms have been added to the agreement.
11. Signatures – you or your agent must sign, along with all responsible adults making the agreement with you.

Copies and Distribution:

1. Always keep the signed original as your copy.
2. Always provide copies to all other parties signing the agreement. (Ok to provide just one copy to husband and wife, but give each and every unrelated signing adult a copy).
3. Carbon paper is cheap. Use it to provide copies on the spot rather than promising to send photocopies later.

Pitfalls and Precautionary Notes:

1. The Long Form Lease becomes a "Month-to-Month" agreement only if you accept rent from the resident after the termination date of the lease.
2. Long Form Lease – Be sure to explain how the cost of living formula works. The twelve published preceding calendar months is the period used in calculating the rent increase. The past twelve months' period cannot be used, as the last 2 or 3 months are not yet published. Get the latest published Consumer Price Index "for all Urban Consumers" (not the local one), and find the increase for the period 12 months prior.
3. Foothill Apartment Association does not sanction any FAA form that has been altered or changed in any way.

OWNERSHIP DISCLOSURE NOTICE:

To all residents at:

NAME OF RENTAL PROPERTY

STREET NUMBER/NAME

CITY

STATE

ZIP CODE

BE ADVISED:

The current __ owner __ authorized property manager of the real property you reside at is:

NAME

STREET NUMBER/NAME

CITY

STATE

ZIP CODE

AREA CODE

PHONE NUMBER

Rent is payable by

mail: to the above noted address location that will accept rent payment

delivery to: above noted address location that will accept rent payment

The regular office hours for rent payment are:

Sun. Mon. Tue. Wed. Thurs. Fri. Sat. From _____ a.m./p.m. to

_____ a.m./p.m. Circle days of the week office is open for receipt of rental payment.

OTHER INFORMATION TO FACILITATE RENTAL PAYMENT AND/OR COMMUNICATION WITH THE OWNERSHIP:

This shall be deemed an amendment to your current rental agreement.

Signed: _____

Dated: _____

**Amendment to Lease or Rental Agreement
Carbon Monoxide Detectors**

This is an Amendment to the lease or rental agreement dated _____ day of _____ 20____

Between _____ (“Landlord”)

and _____ (“Tenants”)

regarding property located at

(“The Premises”)

Carbon Monoxide Detectors. The premises are equipped with a carbon monoxide detection device(s) and:

- a. The Resident acknowledges the carbon monoxide detectors were tested and their operation explained by the management in the presence of the Resident at the time of initial occupancy and the detectors in the unit were working properly at the time.
- b. Each Resident shall perform the manufacturer’s recommended test at least once a month to determine if the carbon monoxide detector(s) is/are operating properly.
- c. Initial ONLY IF BATTERY OPERATED _____. By initialing as provided each Resident understands that said carbon monoxide detector(s) and alarms is/are battery operated unit(s) and it is Resident’s responsibility to:
 - 1. Ensure that the battery is in operating condition at all times.
 - 2. Replace the battery as needed (unless otherwise proved by law) and
 - 3. If, after replacing the battery, the carbon monoxide detector(s) do not work, inform the Owner or authorized agent immediately in writing.
- d. Resident(s) must inform the Owner or authorized agent immediately in writing of any defect, malfunction or fail of any detector(s)
- e. If local law requires the Owner to test the carbon monoxide detector(s), the Resident **shall allow** the owner or his agent access to premises for that purpose.

In all other respects, the terms of the Agreement shall remain in effect.

Owner/Agent _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____