Introduction

Chico State’s Off Campus Housing Service

The University Housing and Food Service (UHFS) office at Chico State has developed this booklet to help you find and maintain the best living situation possible. With proper planning, careful selection of roommates and clear communication with your landlord, you can find a place that meets all of your needs.

The UHFS is located at the corner of Citrus and Legion Avenues. Our regular office hours are Monday through Friday, 8 a.m. to 5 p.m. during the academic year. Summer hours are Monday through Thursday 7 a.m. to 5:30 p.m. and closed on Fridays.

Where Do Students Live?

Recent surveys indicate approximately 85% of our students live within three miles of the campus. Student demand for on-campus and community housing is continually increasing. Since our on campus residence halls cannot accommodate everyone, many students find it necessary to seek housing in the surrounding community.

Competition for Housing

Housing demand in Chico is constant throughout most of the year. However, competition among tenants for the upcoming school year begins before winter break for properties that are in high demand and intensifies dramatically when students prepare for spring break. Thousands of Chico State students, along with those at the local community college, converge on Chico during this period to find housing for the next year. The housing demand is so strong in some areas that landlords can readily rent their property without advertising, simply by placing a “For Rent” sign on the property or rely on word of mouth. Students who already know which areas they prefer are wise to contact the property owner or if applicable, the property management company.

Rental Housing Costs

Rental housing costs vary considerably depending on amenities, number of roommates (more roommates lower shared costs), location (rentals near Chico State tend to be more expensive), and utilities.

Search Selectively

Now that you know when to search there is one more step to take before you begin searching for rentals and contacting landlords. Outlining your priorities in advance will prevent the hassle of visiting rentals that do not meet your needs. Consider the following questions:

♦ How much rent can you afford?
♦ Do you want a place by yourself or do you want to live with roommates?
♦ How far from campus do you want to live?
♦ What kind of transportation will you need?
♦ What kind of lifestyle do you want? A quiet and studious atmosphere, a very social home life, or a bit of both?
What kind of physical setting is appealing to you?

We strongly suggest that all roommates sign a “House Rules” agreement form prior to finalizing their rental agreement. This will minimize most of the common roommate disagreements. You will find samples provided in this guide. Once these general questions have been answered, you will be better equipped to begin your search.

Choosing Roommates

The person or persons with whom you choose to live may have a significant effect on your personal and academic experience. Be selective. Do not agree to the first prospective roommate out of convenience or accept someone about whom you have reservations. Also, you should refer to the Joint and Several Terminology section of this guide to better understand your liabilities as it relates to your roommates.

Whether you are choosing people to move into your house, or you are being interviewed about a room that is available for rent, we suggest you discuss the following topics:

Rent & Utilities

- How much can you afford to pay every month in rent?
- Which bills will you share? How will they be split?
  
  There is a real problem for roommates when someone moves out without paying their last month’s rent and the others are stuck with the bill.

Food & Cooking

- Do you and your roommates expect to share both the cost of buying food and the responsibilities involved in preparing it?

Cleaning & Tidiness

- Who will clean what? How often?
- What exactly does “clean and tidy” mean to you?
- Who will take responsibility for cleaning dishes, pots, pans and other kitchen appliances?

Personal Habits & Individual Needs

- What hours do you usually sleep, relax, or socialize?
- How much privacy do you need? What about relationships? Are you (or they) likely to have a friend, boyfriend, or girlfriend spend the night frequently or visit often?
- Do you need a private bedroom? Would you be prepared to share one?
- Do you need total silence or noise when you study?
- Do you or your potential roommate have or desire pets? You should know that pet damage may increase your liability on your lease and will limit your housing options.

Smoking & Drugs

- Would you prefer to have a smoker or a non-smoker as a roommate?
- What is your stance on the use of alcohol and illegal drugs in your household?
Music and Television

- What are your musical likes and dislikes?
- Do you watch TV everyday, all day long or only once in awhile?
  A typical roommate complaint: “He plays the stereo too loud.” Volume and musical and television preferences will need to be understood by everyone.

Where to Search for Housing

Rental housing opportunities are advertised in various places. Try to explore as many as possible.

- Current Chico Property Listings (located on the Chico State Off Campus Housing page).
- Private social media websites like Craig's List
- Individual property management websites

Fraternity and Sorority Housing

Students interested in affiliating with a sorority should contact the Greek Affairs Office at (530) 898-5396. Those interested in joining a fraternity, may contact the Inter-fraternity Council at (530) 898-5754 for additional information.

Housing Posting Board at University Housing and Residential Life

The University reserves the right to withdraw without notice any listing, about which substantial or recurring complaints concerning violations of State Housing Law and/or local codes are received. The university does not accept listings that stipulate any restrictions based on race, color, religion, national origin, age, or disability.

Property Management Companies

Often, rental property owners will hire a management company to select tenants, collect rents, make necessary repairs, etc. These companies manage hundreds of properties at a time and typically offer a detailed listing of their properties online.

“Get Your Move On” (Off Campus Housing Event)

Each spring the housing event is held to assist students seeking housing in the community. Students attending the fair will be provided a general orientation to the Chico and surrounding area rentals. In addition, participants seeking roommates to share expenses will have an opportunity to get acquainted with other students in an informal, small group atmosphere. Further information and reservations can be obtained by contacting UHFS, (530) 898-6325, housing@csuchico.edu

After You Find a Place

An essential lesson in searching for apartment or home rentals is to be prepared to act when you find
the place you have been looking for. The following are a few important rental tips.

**Money**

Many landlords require first month’s rent and some form of cleaning and/or security deposit before you move in. Be prepared to pay when you find the appropriate living situation. Always get a receipt when giving someone money and write on your check exactly what it covers. When planning your budget, do not forget possible expenses like utility start-up costs.

**References**

Be prepared to give references from former landlords, neighbors, employers, and family. The landlord can and may ask for a co-signer. Landlords are sometimes hesitant to accept persons without a credit rating. This is where references will be of value. If you think you are going to need a co-signer you should ask them well in advance of your housing search. Trying to obtain their paperwork when you are competing with other prospective tenants for housing could result in your missing out on a desired property.

**Appearance**

How you dress and groom can have a tremendous impact on potential landlords. Landlords draw a quick correlation between a neat and clean appearance and the manner in which an individual will care for their property.

**Pets**

Landlords may have very specific restrictions concerning pets - especially dogs and cats. Devoted pet owners with no one except themselves to care for their pets are best advised to be candid with potential landlords and to anticipate that it may take longer than normal to find the desired rental.

**Agreements**

Once a rental has been selected, you will receive a written or oral agreement. Whether it is a month-to-month or a long-term lease, a written agreement is preferable because an oral agreement offers you, the tenant, little or no legal protection. The basis for your rights and obligations as a tenant is found in your rental agreement. The landlord can put almost any terms in the rental agreement, and with certain exceptions, they can be enforced once you agree to them. Therefore, it is imperative that you thoroughly understand the terms and conditions of the agreement. More importantly, are the house rules acceptable to your needs and lifestyle? Read and retain a copy of any agreement that you sign and be sure that your copy is completed exactly as the agreement form.

**Joint and Several Terminology**

One of the most overlooked conditions in a rental agreement is the Joint and Several terminologies. This clause is present in most California rental agreements and refers to the liability that you share with your other roommates. This important condition should be discussed with your your prospective landlord, your roommates and any co-signors and/or “guarantors” to insure that everyone fully understands their responsibilities under the rental agreement.

**Renters Insurance**
You may want to consider purchasing renters insurance. If the house or apartment you are living in is damaged or your personal property is damaged or stolen, the property owner’s insurance will typically not cover your loss. Renter’s insurance is not very expensive and can be purchased by most property and casualty insurance companies (the same company that may be insuring a personal vehicle or your family’s home).

**Bus Transportation/Campus Connection**

There are many bus routes serving Chico State provided by the Butte County Regional Transit (B-Line). You can contact B-Line at (530) 342-0221. Bus schedules and rates may be obtained online at [www.blinetransit.com](http://www.blinetransit.com) directly from the carriers and are also available in the Bell Memorial Union and Chico City Hall. Students may ride B-Line free anywhere in Butte County by swiping their Wildcat card in the card reader on the bus.

Chico State Campus Connection provides a free shuttle to and from the surrounding areas of the university. Shuttle routes change periodically, so be certain to have a current schedule.

**Legal Assistance**

Although UHFS offers services to assist students seeking community housing, we cannot assist students in taking legal action against landlords. Students seeking to take legal action are advised to contact their own attorney, or the Community Legal Information Center (CLIC). CLIC works cooperatively with students, staff, and faculty members in assisting them in landlord/tenant disputes. CLIC is located on 2nd Street and their number is (530) 898-4354.


It is also suggested in the case of a landlord dispute that you first attempt to resolve matters by sitting down and having a one-on-one discussion. It is wise to document any effort you have made to meet with your landlord and the results of those discussions. While you may need to “agree to disagree” on issues after your meeting, it may still be wise to consider a compromise resolution to your dispute. Legal action can be expensive and is typically time consuming and should you find yourself in Small Claims Court, the Court typically expects you and your landlord along with a Court appointed mediator to make every effort to arrive at a compromise before the judge will hear your case.

**How You Can Help Us**

There is no question that the manner in which students conduct themselves greatly influences landlords’ views the next time a rental becomes available. Students can be a tremendous resource to other students by informing one another of vacancies and encouraging landlords to list rentals with UHFS.

Thanks for helping!
Moving into a new apartment or home carries with it obligations and commitments that go beyond the specific conditions listed in the lease or rental agreement. It’s important to remember that by moving in you are implicitly accepting the apartment as it is. That’s why you must inspect the actual unit into which you’ll be moving before you sign the lease or rental agreement. Below we’ve listed some of the move-in issues you’ll need to consider.

- If the unit you wish to rent is furnished, find out from the owner or manager whether the furniture you’re looking at will be the same furniture that you’ll find there when you move in. Make sure the furniture is included in the contract.
- Ask if the unit you’re looking at is the actual unit you’re renting and not a model unit.
- Check the doors and windows for security. If security appears questionable, get a written commitment from the owner or manager that specifies a date, before the beginning of your tenancy, by which repairs will have been made and the problem fixed.
- An Inventory and Condition Report (ICR) should be filled out prior to taking possession and no later than within the first three to five days of your tenancy. The longer you wait to complete this document, the more difficult it will be to prove that items were present before you took possession. Most landlords in Chico will offer this “move in walk through” as a part of their normal move in procedure. How much of your security deposit the owner or manager returns to you will be determined not only by the cost of cleaning the property but also by the cost of fixing any damage for which you can be held accountable. It’s best to complete the ICR with the owner or manager present. It is always recommended that you take pictures of any damages that are present during your move-in.
- Make sure that both you and the owner or manager sign a copy of the completed ICR. Keep one copy for your records, and give another copy to the owner or manager.
- Keep all paperwork pertaining to your tenancy in one place, along with your copy of the Off-Campus Housing Guide. Relevant paperwork includes your copy of the contract, your copy of your roommate agreement (see Sample Forms), copies of requests for maintenance, and your copy of the ICR.
- No matter what the condition of your apartment when you move into it, you are responsible for leaving it in the condition you received it - except for any damage noted in your ICR.

Sharing the Load

Be sure to share responsibility for the utilities with your roommates. One way of ensuring an equitable division of this responsibility is for each member of the household to sign for at least one utility. For example, you open an account with PG&E in your name, another roommate opens a phone account in her name, and a third roommate opens the water and garbage accounts in his name. Arrangements for turning on your utilities should be made at least one week before anyone actually moves in. Be sure to give particular attention to the bills for water and phone and the potential costs to the household of excessive use. A list of utility companies and discounts are listed on the following page.

UTILITIES, TRASH, AND CABLE TV
Low-Income Discount

Electricity
Under the CARE (California Alternate Rates for Energy) program, Pacific Gas & Electric (PG&E) offers a discount for eligible low-income households. Eligibility is determined by household income.

Call PG&E at 1-800-743-5000 for Utility Discount Income Guidelines.

Utility Discount Guidelines

Check with individual companies for additional limitations.

NOTES

What company did I call?

What is the name of the company representative I talked to?

What day is it?

What time did I talk to them?

What discounts did I apply for?
How much will set charges (e.g., installation) be?

How much are the monthly charges?

**MOVING OUT**

The section below describes steps you can take to protect yourself from legal hassles when you move out of your rental. The procedure will vary depending upon whether you have a lease or a month-to-month agreement, and whether one roommate is moving out, or the entire household is moving.

**If the Entire Household is Moving Out**

1. **Notify the landlord**

   If you signed a month-to-month rental agreement, you must notify your landlord in writing of your intention to leave. Notice must be sent 30 days prior to the day you plan to move. Giving notice in writing is important in order to protect you from unfair rent-related security deposit deductions if you are on a month-to-month contract. You can give notice on any day of the month. If the household paid last month’s rent in advance upon move-in, ask that it now be applied. (Note: a deposit is different from a last month’s rent paid in advance. You cannot typically use a deposit as a last month’s rent and could result in you receiving a derogatory rental reference.) Make a copy of this letter for your files and send the original to the landlord. You may wish to deliver the notice by certified/registered mail so you have proof of the date the landlord received it. You are entitled to a pre-move out walk through of your home with your landlord to discuss cleaning expectations and review any damages that you are going to be responsible for. This walk though should be provided within the last two weeks of your rental period. Your notice can be simple and straightforward, like this:
May 15, 20XX

Larry Landlord
123 Some Street
Somecity, CA 90000

Dear Mr. Landlord;

This is to formally notify you that Roommate and I will be terminating our tenancy at 1234 Some Street on June 1, 20XX in order to move home for the summer. We plan to leave the house/apartment clean and undamaged when we move out.

We will call you next week to discuss the return of our security deposit.

Sincerely,

Tenant

A fixed term lease will include the expiration date of your lease and in that case you are not responsible for notifying your landlord of your intention to leave. Should you desire to remain at the property in which you have a long-term lease agreement, it is recommended that you provide ample notice to your landlord should you desire to renew your lease for an additional term (often your lease will indicate how much advance notice is required to renew your lease).

2. **Clean the rental thoroughly**

As a general rule of thumb, you should clean starting from the top and working your way down (i.e. walls, ceiling fans, counters down to floors). As debris falls to the ground, this strategy reduces the need to re-clean the lower areas such as your floors.

What is clean? Here is a rough idea.

**Bathroom:**
- Clean the bathtub and shower, including the tile and shower curtain.
- Clean the inside and outside of the toilet.
- Clean the sink, medicine cabinet and mirror.
- Scrub the floor.

**Kitchen:**
- Clean the cupboards and drawers.
- Scour counter tops and sink.
- Defrost and clean the refrigerator.
- Clean the stove, oven, and broiler.
- Scrub the floor.
In Other Rooms:

- Vacuum the carpets thoroughly and clean all floorings.
- Remove fingerprints and other marks from the doorjambs and walls.
- Take down posters and pictures.
- Neatly spackle and paint over the holes in the walls so they don’t show. **Prior to performing any wall repairs, read over your lease as it may stipulate that those repairs are to be handled by the landlord.**
- Vacuum the furniture and be sure to empty all the drawers in the dressers and desks.
- Wash the windows, inside and out.
- Clean all light fixtures and dust off all ceiling fans.
- Before the moving-out date arrives, ask the landlord to give the rental a preliminary cleaning check. If more work is to be done, you will have time to complete it before the termination of your rental agreement. You and the landlord should give the rental a final inspection together.

Once the rental is clean, have the landlord inspect it with you. If the landlord agrees that no deductions will be necessary from your security deposit, have him or her indicate this on the inventory checklist or get it in writing (the landlord often has their own form that includes the prior move-in condition as well). If he or she is not available to make an inspection at a mutually agreed to time, document that fact and take a few photographs and have a neighbor look over the rental. Keep all the receipts for professional rug cleaning or professional cleaning services that you have used to prepare for your move out. These measures will help prove that you cleaned the place, in case you and your landlord disagree. Most landlords require professional carpet cleaning and many recommend professional house cleaning.

3. **If you’re breaking a lease before it expires, help find replacement tenants**

   Because you have signed a lease, you are legally bound to meet its provisions, including paying the rent for the entire term of the contract, whether or not you are actually living at the rental. If the landlord doesn’t receive the rent that you promised by signing your rental agreement, he or she can sue you for it. Fortunately for you, the law and good sense require the landlord to do every thing possible to keep his or her financial damages to a minimum. The landlord has to try to re-rent the premises as soon as possible. It’s in your best interest to actively help the landlord find new tenants. Place an ad with off-campus housing or by other popular means (listed earlier). Have people contact you if they are interested in the place. Present the landlord with a list of names of interested people, keeping copies for yourself.

4. **Discuss the return of your security deposit with your landlord**

   Be sure the landlord has a forwarding address where your security deposit refund can be sent after you move out. Keep in mind that deductions can legally be made from your deposit only for cleaning, repairing damages, or unpaid rent you owe him or her. See below for more information about security deposits. If there are multiple roommates, you should let your landlord know who and where to send your security deposit refund to.

5. **Terminate utilities**

   Most services require 24-48 hours notice for termination of their services.

6. **Return the keys to the manager, landlord, or agent**

If Only One Roommate is Moving Out
When only one roommate moves out, this often creates challenges for yourself, your roommates and the landlord. Working in coordination with all parties involved in advance of your desired move-out date may lessen these complications. The steps a single departing roommate should take are similar to those cited above. Differences are noted below.

1. **Notify all those affected by your move**

   This means your roommates and your landlord. Notice must be given 30 days in advance (on a month-to-month lease), and you’ll protect yourself if you give the notice in writing.

2. **Clean up**

   You should clean your room and a fair share of the common areas of the house. “Fair share of the common areas” might mean doing a big job, like cleaning the refrigerator or the oven. Your rental agreement may also contain terminology that describes your responsibilities at move-out.

3. **Help find replacement tenants**

   This is particularly important if you are attempting to break a lease before it expires. If your rental agreement is a long-term lease, your landlord may not release you from your obligations until you find a qualified replacement. If you’re under a month-to-month agreement, helping the household find new tenants is polite, but it isn’t your legal responsibility. Call UHFS and other services to publicize the vacancy.

   The replacement roommate reimburses the departing roommate his or her “last month’s rent in advance” and security deposit, less any deductions. The departing roommate should give the replacement roommate a receipt for these payments.

4. **Terminate household accounts in your name**

   If any of the bills (phone, cable TV, etc.) are in your name, have the accounts transferred to one of the remaining tenants. This protects your credit rating in case future roommates aren’t responsible about paying the bills.

5. **Return the keys**

   Return of Security Deposits

   Landlord - tenant disputes about security deposits are a common problem. Inventory checklists and photos are an excellent protection against such conflicts. Deposits have many names, such as “security deposit,” “last month’s rent,” or “cleaning charge,” etc. Regardless of title, any deposit the landlord takes from you is refundable. Nonrefundable deposits are not lawful in the state of California. Under law, deposits can be retained by the landlord to cover only three types of expenses: due and unpaid rent, the cost of repairing damages incurred by the tenant, and cleaning costs, (exclusive of reasonable wear and tear). The landlord must pay expenses associated with reasonable wear and tear.

   **What is reasonable wear and tear?**

   It’s open to interpretation, and that’s why so many disputes occur. It is clear, however, that any cleaning which the landlord would do automatically regardless of the condition of the rental
should be paid for by the landlord. On the other hand, cleaning made necessary because you unreasonably dirtied the rental property is appropriately your responsibility. Legally, you can be charged for carpet cleaning. The guideline in the Chico area is, “You received it with clean carpets so you should take your dirt with you.”
Three weeks after you move out the landlord must send you an accounting of the security deposit or return the full deposit, or a portion thereof with an itemized list of the deductions he or she made. If the deposit or the written explanation does not arrive within 21 days, contact the landlord immediately and find out what’s happening. It is wise to send a letter. It might look like this:

July 1, 20XX

Linda Landlady
123 Another Street
Somecity, CA 90000

Dear Landlady;

As you know, I moved out of the rental at 1234 Fake Street on June 15, 20XX, after giving 30 days advance notice of my intention to evacuate. My roommates and I cleaned the rental thoroughly. To date, I have not heard anything from you regarding the return of my security deposit. I am aware that under California law, you are required to return my security deposit (and/or send me an accounting of any portion withheld) within 21 days after the date I vacate. This has not been done.

Please return the security deposit to me within the next 7 days at the address below.

Sincerely,

Tenant Name
555 Some Avenue
Somecity, CA 90000

If you still get no response, send a second letter. You may wish to mention the possibility of legal penalties the landlord could suffer if a court finds that he or she withheld your deposit “in bad faith.” Those penalties may include punitive damages and interest charges.
Sample Forms

Below are sample forms provided by North Valley Property Owner Association (NVPOA). These forms are offered ONLY as a matter of service to students and landlords.

Agreement for Roommate Change

Rental Property Address:

I/we request to be deleted from the agreement with the approval of my/our roommates. I will not receive any deposit or refund from the Owner/Agent, but will determine my share with the consensus of my roommates and receive from them any deposit or rent that may be due. I also understand that I will continue to be responsible for any outstanding balances at the time that I vacate the residence (co-signer is responsible as well). I further understand that I/we will be responsible for all returned checks which relate to my residency.

Exiting Resident(s) Names and Signatures

Name
Print Name
Signature

Name
Print Name
Signature

Name
Print Name
Signature

Name
Print Name
Signature

☐ Acknowledgement of roommate change. __________________________

(Cosigner Initials)

Type of Rental Agreement

☐ Term Lease

☐ Month to Month Rental Agreement

We give our approval for (please print) __________________________ and __________________________ to be deleted from our rental agreement. Effective:

We, the residents, will determine the disposition of the Security and Rent Deposits and acknowledge that the Owner/Agent shall not be liable for refunding any security deposit to exiting Resident(s). If we do not add roommate(s), we will still be responsible for the total amount of rent and security deposit, as well as, any returned checks from any resident(s) who may have recently vacated the premises. We understand we are taking on responsibility for any outstanding balance.

Current outstanding balance is __________________________

Current Resident(s) Names and Signatures

Name
Print Name
Signature

Name
Print Name
Signature

Name
Print Name
Signature

Name
Print Name
Signature

Approved and accepted by:

Owner/Agent reserves the right to reject any roommate change request.

Date

12/14/10

Page 1 of 2
Agreement for Roommate Change

Rental Property Address: __________________________

I/We agree to the addition of the below noted person(s) to be added onto the rental agreement.

Effective Date: ___________________ Contact Phone Number: (____) ___________________

Current Resident(s) Names and Signatures

<table>
<thead>
<tr>
<th>Name</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It is understood that:

1. The home that you are moving into will be in "as is" condition. Each new resident accepts and assumes all duties and obligations under terms of the original lease, as if the new resident had been a party to the original lease. The Owner/Agent will not be entering the home to clean, paint nor do any move-in walk thru. NO major repairs will be made and are the sole responsibility of the incoming/aliens parties.

2. Any damages, cleaning costs, or unpaid rent that exceeds the Security Deposit becomes the responsibility of the incoming Resident(s) signing onto the Lease. If damaged items are not repaired before the new resident takes possession of the premises, these items must be paid for in addition to the signing of the new Resident(s).

3. All Security Deposit concerns discussed must be worked out before the new Resident(s) take possession and Owner/Agent is not responsible for any Security Deposit refunds until the home is completely vacated. I understand that the residence as a whole is responsible for any outstanding balances, damage to the property and for any returned checks from the home. This includes charges for any Resident(s) who have recently vacated the home.

4. All assignment forms must be completed before the new Resident(s) take possession of the home.

5. A walk thru for an estimate of damages may be requested and completed before any new Resident(s) takes possession. However, the estimate is not guaranteed, because there will already be personal belongings in the premises.

Current Resident(s) Names and Signatures

<table>
<thead>
<tr>
<th>Name</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved and accepted by: __________________________

12/14 (___)
COSIGNER OF RENTAL AGREEMENT

Owner/Agent to complete

The undersigned (herein referred to as GUARANTOR) in consideration of the execution of the lease rental agreement hereinafter referred to, hereby unconditionally guarantees and promises jointly and severally to pay or perform on demand any and all debts, obligations, and liabilities of ________________ (Hereinafter known as RESIDENT), under or arising out of the lease agreement entered into by and between (Owner/Agent) and RESIDENT for the property known as (rental address).

Upon the failure of RESIDENT to perform any and all conditions of the lease rental agreement which include, but are not limited to, payment of rent and payment of damage and/or cleaning fees in excess of the security deposit, GUARANTOR will perform the same. This is a continuing guarantee, which applies to any renewal, extension, modification, or amendment of aforesaid lease rental agreement, without notice to GUARANTOR. GUARANTOR specifically acknowledges that Resident's occupancy of the premises is conditioned on GUARANTOR'S continuing obligation to [(cosigner initial)] (cosigner initial). GUARANTOR acknowledges monthly rent of unit is $___________.

GUARANTOR hereby waives each and all of the following:

(a) Notice of acceptance of this guarantee
(b) Notice of any renewal, extension, modification, or amendments of the aforesaid lease rental agreement
(c) Notice of RESIDENT(s) default under the aforesaid lease rental agreement
(d) The right, if any, to benefit of or to direct the application of any security held by (Owner/Agent)

(e) The right to require (Owner/Agent) to proceed against the aforesaid RESIDENT or any other party liable, or to pursue any other remedy in its power, and agrees that (Owner/Agent) may proceed against GUARANTOR directly, and independently of any other party liable, and that the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of GUARANTOR.

(f) Any defense of the aforesaid RESIDENT or of any other party liable.

This guarantee and the rights and obligations of the parties hereby shall be governed and construed in accordance with California law. GUARANTOR hereby consents to jurisdiction by, and waives any objection to the exercise of jurisdiction by, the appropriate court in the County of __________, State of California. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney fees and court costs.

THIS SECTION TO BE COMPLETED BY GUARANTOR

I have read the above terms and conditions and hereby agree to be bound by them.

Date ________________

Signature of Guarantor

Name ____________________________

Telephone () ____________________________

Social Security # ________________

Address Street ____________________________

City ____________________________ State ____________________________ Zip ________________

Driver's License # ____________________________

Employment ____________________________ Income $ ____________________________ mo/yr

Business Address Street ____________________________

City ____________________________ State ____________________________ Zip ________________

Employment Cos ____________________________ Phone () ____________________________

Guarantor hereby authorizes verification of the above information including the obtaining of a credit report and agrees to furnish additional credit references on request. Owner/Agent is authorized to obtain a credit report.

INSTRUCTIONS: We must have verification of your signature. This can be accomplished by either having this form Notarized or by sending a copy of your government issued ID or Driver's License with a valid picture and valid signature. ANY ALTERATIONS TO THIS FORM WILL DEEM IT INVALID.

12/14(14)
NOTICE REGARDING INSPECTIONS
California Civil Code Section 1950.5

To: __________________________ 
(Name of Resident)

Rental Address: __________________________ 

This is to notify you that you have the right to request an inspection of your premises by the Owner/Agent's, and you have the right to be present at such inspection.

If you request such inspection, the Owner/Agent will conduct an initial inspection of your unit during the two weeks prior to the termination of your tenancy. The purpose of the initial inspection is to allow you an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from your security deposit.

At your option, you may choose whether to have such inspection or not.

If you choose to have such inspection, the Owner/Agent's will attempt to set up a mutually acceptable date and time with you. In any case, the Owner/Agent will give you at least 48 hours prior written notice of such date and time (unless both parties agree to forgo the 48 hour notice by signing a written waiver). You will be given an itemized statement after the inspection specifying repairs or cleaning that would result in deductions from your security deposit, and you may remedy those items prior to termination. The initial inspection may not reveal all deficiencies in your unit due to the presence of your possessions. You will be liable for any deficiencies that occur after the inspection.

Within 21 days after you turn over possession of your premises, you will receive an itemized statement regarding your security deposit. That statement will show the deductions, the disposition of your deposit and any remaining balance of the deposit will be returned to you.

Please return this form with your choice, as follows (PLEASE CHECK ONE):

☐ YES, I wish to have an initial inspection of my premises before termination. If you desire this option, do you wish to be present? Yes ☐ or No ☐

☐ NO, I do not wish to have an inspection of my premises before termination.

OR

Your phone number to schedule the inspection:

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Date ___________ Resident ___________

Date ___________ Resident ___________

Date ___________ Owner/Agent

12/14 (rev)
House Rules

1. **Mutual Respect** for each roommate’s belongings, value system, and the right to live and study safely.
2. **Communication** between roommates on any and all issues that affect the roommate relationship.
3. **Flexibility** within the roommate relationship and the community, as conditions may change from time to time.

What will you share?

“Stuff” – your possessions and purchases.
1. Food (snacks, beverages, anything that you might eat in the room)
2. Clothing (also include personal items like brushes, shoes, etc.)
3. Electronics (TV, video games, computer, movies, CD’s)
4. Cleaning Supplies
5. Kitchen/Cooking Supplies (pots, pans, and utensils)

What sorts of guests are okay with you and your roommate?

Relationships – dealing with friends, significant others, family, visitors.
1. How often and when can you host guests?
2. How are we defining guests? Is there a difference between, say, hosting a study group and having your buddy from home over to watch Monday Night Football?
3. Are overnight guests okay?
4. Are significant others okay to stay the night? What about when you want “privacy” with your significant other?
5. How late guests can stay? How much advance notice is needed?
6. Can my guest sleep in your bed if you’re not home? Can my guest use your “stuff” when you’re not there?
7. Are we going to be best friends? Just good roommates? What if we become best friends and things change?

What are our sleeping/studying schedules?

Rules of the House – lifestyle, study hours, cleaning, and room comfort.
1. When and where will studying take place?
2. What is the study environment like? Do you study with music or do you need absolute quiet?
3. What time will we go to bed and get up? Does the week day schedule change on the weekends? What if the other person is on the exact opposite schedule?
4. How do we handle room temperature during cold seasons and warm seasons? Who has responsibility for maintaining thermostat and/or opening/closing windows?
5. How often do we clean? Our refrigerator? Taking out our trash? If we share a bathroom, how often do we clean it? What does CLEAN mean to you? How and when do we communicate when the other struggles with our mess and/or smell?

How will we resolve conflict?

Talking Out – when we don’t get along or don’t agree on things
1. How do we approach each other when we get angry, don’t understanding something, or want to be heard?
2. What are our areas of compromise? What are the “non-negotiable” with our roommate agreement?
3. How will I respond when you confront me? OR, are you the type of person who waits until the straw that broke the camel’s back arises?
4. What are our rules about venting publicly (Facebook, Twitter, etc.)

Printed Names/Signatures: ________________________________