

9. **HOLDING OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1 and 1/2 times the daily prorated rent (or if checked _____) ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs will be charged 50% of the Holdover Rate (or if checked _____).
10. **CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear. If Occupant does not return the Premises in the same condition, a(n) (additional) charge will be deducted from the security deposit.
11. **NO PETS:** Pets are not allowed. If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damage caused by the pet, (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.
12. **NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.
13. **NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
14. **CONDITION OF PREMISES:** Occupant has has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
15. **UTILITIES:** Owner is to pay for all utilities except as follows:
 Occupant agrees to pay for all telephone charges.
 Occupant agrees to pay for _____.
16. **RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
17. **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is Legacy Villas. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.
18. **MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
19. **ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
20. **ENTRY:**
 A. Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
 B. Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.
21. **NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
22. **UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
23. **OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
24. **PERSONAL PROPERTY AND INJURY:**
 A. **Owner Insurance:** Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
 B. **Occupant Insurance:** Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
 C. **Indemnity and Hold Harmless:** Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.

Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (_____) (_____)



- 25. **MEDIATION:** Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.
- 26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **DATA BASE DISCLOSURE:** 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.
- 29. **TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger for the number of days specified in paragraph 3 from Owner who retains full legal, possessory and access rights.
- 30. **KEYS; LOCKS:** Upon arrival, (or _____) Occupant will receive:
 - 3 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
 - _____ key(s) to mailbox, _____ ,
 - _____ key(s) to common area(s), _____ .
 Occupant acknowledges that locks to the Premises have have not been rekeyed. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.

31. **OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:**

- Check-in procedure
- Contract addendum
- _____
- _____
- _____
- _____

32. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

Occupant _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Occupant _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

For information regarding the Premises or this Agreement, contact Owner or Owner's Representative.

(Name) Lori Hayes

By _____

Address 79-520 Cetrino City La Quinta State CA Zip 92253

Telephone (949)697-4987 Fax (760)777-9919 E-mail legacyvillas@earthlink.net

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