



RESIDENTIAL LEASE AFTER SALE Seller in Possession After Close of Escrow (Intended for possession of 30 or more days) (C.A.R. Form RLAS, Revised 12/19)

Date: _____, _____ (“Buyer/Landlord”) and _____ (“Seller/Tenant”) have entered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled to occur on (date) _____. Buyer, as Landlord, and Seller, as Tenant, agree as follows (“Agreement”):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ (“Premises”).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
C. The personal property listed in the purchase agreement, maintained pursuant to paragraph 11, is included.

2. TERM: The term begins on the day after escrow closes on the purchase and sale agreement (“Commencement Date”), and shall terminate on (date) _____ at _____ AM/PM. Tenant shall vacate the Premises upon termination of this Agreement, unless (i) Landlord and Tenant have signed a new agreement, (ii) mandated by any local rent increase cap or just cause eviction control under any state or local law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate pursuant to California Civil Code §1946.1. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

- A. Tenant agrees to pay, per month, \$ _____ for the term of the Agreement.
B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under 3B and Tenant has paid one full month’s Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
D. PAYMENT: The Rent shall be paid by _____ personal check, _____ money order, _____ cashier’s check, _____ through escrow (per escrow instructions), or _____ other _____, to (name) _____ (phone) _____ at (address) _____, (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of _____ and _____ on the following days: _____. If any payment is returned for non-sufficient funds (“NSF”) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by _____ money order, or _____ cashier’s check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be paid by _____ personal check, _____ money order, _____ cashier check, _____ through escrow (see paragraph 5 below), _____ other _____. Security deposit will be _____ transferred to and held by Buyer, or _____ held in Buyer’s Broker’s trust account. (Note: The maximum amount that Landlord may receive as security deposit cannot exceed two months’ Rent for unfurnished Premises, or three months’ Rent for furnished Premises.)
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant’s default in payment of Rent, which includes Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on the Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Landlord, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Landlord’s Broker’s trust account, and Broker’s authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. ESCROW PAYMENT: (Check all that apply) _____ Security deposit, _____ First month’s Rent, _____ Rent for the entire lease term (if lease term is at least 6 months), _____ Other, per escrow instructions, shall be paid out of Seller’s proceeds from the escrow for the purchase of the Premises.

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check (NSF) may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or _____) calendar days after date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____% of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
B. Landlord and Tenant agree these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant’s late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord’s acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord’s right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3, or prevent Landlord from

Tenant’s Initials (____)(_____)

Landlord’s Initials (____)(_____)



Premises: _____ Date: _____

exercising any other rights and remedies under this Agreement, and as provided by law.

- 7. **PARKING:** The right to parking is (or is not) included in the Rent charged pursuant to paragraph 3.
- 8. **STORAGE:** The right to storage is (or is not) included in the Rent charged pursuant to paragraph 3. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
- 9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____ except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord.
- 10. **CONDITION OF PREMISES:** Tenant is the Seller of the Premises, has resided in the Premises and acknowledges that the Premises and all items in it are acceptable to Tenant. The condition of the Premises is as promised by the Seller/Tenant to the Buyer/Landlord pursuant to the purchase agreement and acknowledged in Buyer's final verification of condition, except _____.

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including, if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detectors and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item on the property including carbon monoxide detectors and smoke alarms on the Premises. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____.
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.
- D. Landlord Tenant shall maintain _____.
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. Personal property belonging to Seller at the Close of Escrow of the purchase of the Premises, and the following items, are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____.

12. NEIGHBORHOOD CONDITIONS: Tenant is the Seller of the Premises, has resided in the Premises and is aware of neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2 or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except _____.

14. RULES; REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

15. CONDOMINIUM; PLANNED UNIT DEVELOPMENT: The Premises is a unit in a condominium, planned unit development, or other common interest subdivision governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions, restrictions, bylaws, rules and regulations and decisions. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests, invitee or licensees of Tenant. Tenant is the Seller of the Premises, has resided in the Premises and is aware of and in possession of a Copy of the HOA rules and regulations.

16. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 23C, without Landlord's prior written consent: (i) Tenant shall not make any alterations or repairs in or about the Premises, including: 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; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct the costs of any alterations or repairs; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. KEYS; LOCKS:

- A. Tenant acknowledges possession of:

<input type="checkbox"/> _____ key(s) to Premises,	<input type="checkbox"/> _____ remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> _____ key(s) to mailbox,	<input type="checkbox"/> _____
<input type="checkbox"/> _____ key(s) to common area(s),	<input type="checkbox"/> _____
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.

Tenant's Initials (____)(____)

Landlord's Initials (____)(____)



Premises: _____ Date: _____

- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
- 18. ENTRY:**
- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors.
- B. Landlord and Tenant agree 24-hour written notice shall be reasonable and sufficient notice. However, if the purpose of the entry is to: **(i)** show the Premises to actual or prospective purchasers, the notice may be given orally provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises is for sale and oral notice may be given to show the Premises; or **(ii)** conduct an inspection of the Premises prior to the Tenant moving out, 48-hour written notice is required unless the Tenant waives the right to such notice; or **(iii)** enter in case of an emergency, Landlord or representative may enter Premises at any time without prior notice.
- C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
- 19. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
- 20. ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises, or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall at the option of Landlord terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
- 21. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 22. STATUTORY DISCLOSURES:**
- A. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
2. Premises is a house. Tenant is responsible for periodic pest control treatment.
- C. **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.
- D. **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.
- E. **MEGAN'S LAW DATABASE 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.)
- F. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- G. **MILITARY ORDINANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- H. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- 23. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of the Agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Landlord, empty of all persons and personal Property belonging to Tenant; **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; **(v)** remove all debris; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move Out Inspection and Repairs as follows:** **(i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others who have adequate insurance, licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: **(a)** obtain receipts for Repairs performed by others; **(b)** prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and **(c)** provide copies of receipts and statements to Landlord prior

Tenant's Initials (____)(____)

Landlord's Initials (____)(____)



Premises: _____ Date: _____

to termination. Paragraph 23C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure §1161 (2),(3), or (4).

24. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 23, in event of termination by Tenant prior to completion of the original term of this Agreement, if applicable, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

25. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If this Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

27. **INSURANCE: A.** Tenant's, guest's, invitee's or licensee's personal property and vehicles are not insured by Landlord, manager 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. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: **(i)** an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance. **C.** Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

28. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises.

29. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

30. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

31. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

32. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.

33. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 32A agreed by the parties.

34. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form.

35. **TIME OF ESSENCE; ENTIRE AGREEMENT:** Time is of this essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

36. **AGENCY:**

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Agent representing the Seller in the purchase agreement)

(Print firm name) _____ is the agent of

(check one): the Tenant exclusively; or both the Landlord and Tenant.

Tenant's Initials (____)(____)

Landlord's Initials (____)(____)



Premises: _____ Date: _____

Selling Agent: (Agent representing the Buyer in the purchase agreement)
(Print firm name) _____ (if not same as Listing Agent) is the agent of (check one): the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

37. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, tenant shall be provided a translation of this Agreement in the language used for negotiation.

38. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: _____

The following ATTACHED supplements are incorporated in this Agreement: Keysafe/Lockbox Addendum (C.A.R. Form KLA); Interpreter/Translator Agreement (C.A.R. Form ITA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD); Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

39. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement, (C.A.R. Form ITA).

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant/Seller _____ Date _____
Tenant/Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____
 Additional Signature Addendum attached (C.A.R. Form ASA)

Landlord/Buyer _____ Date _____
Landlord/Buyer _____ Date _____
Landlord Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

REAL ESTATE BROKERS:
A. Brokers are not a party to the Agreement between Landlord and Tenant.
B. Agency relationships are confirmed as above.

Real Estate Broker _____ DRE Lic. # _____
(Agent representing the Buyer in the purchase agreement)
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker _____ DRE Lic. # _____
(Agent representing the Seller in the purchase agreement)
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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