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Toxicant (DART) Identification Committee—are part of OEHHA's Science Advisory Board. The committee members are appointed by the Governor and are designated as the "State's Qualified Experts" for evaluating chemicals under Proposition 65. When determining whether a chemical should be placed on the list, the committees base their decisions on the most current scientific information available. OEHHA staff scientists compile all relevant scientific evidence on various chemicals for the committees to review. The committees also consider comments from the public before making their decisions.

A second way for a chemical to be listed is if an organization designated as an "authoritative body" by the CIC or DART Identification Committee has identified it as causing cancer or birth defects or other reproductive harm. The following organizations have been designated as authoritative bodies: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration (U.S. FDA), National Institute for Occupational Safety and Health, National Toxicology Program, and International Agency for Research on Cancer.

A third way for a chemical to be listed is if an agency of the state or federal government requires that it be labeled or identified as causing cancer or birth defects or other reproductive harm. Most chemicals listed in this manner are prescription drugs that are required by the U.S. FDA to contain warnings relating to cancer or birth defects or other reproductive harm.

In addition to these three listing procedures, Proposition 65 also requires the listing of chemicals meeting certain scientific criteria and identified in the California Labor Code as causing cancer or birth defects or other reproductive harm. This method was used to establish the initial chemical list following voter approval of Proposition 65 in 1986.

What requirements does Proposition 65 place on companies doing business in California?

Businesses are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, posting signs at the workplace, distributing notices at a rental housing complex, or publishing notices in a newspaper. Once a chemical is listed, businesses have 12 months to comply with warning requirements.

Proposition 65 also prohibits companies that do business within California from knowingly discharging listed chemicals into sources of drinking water. Once a chemical is listed, businesses have 20 months to comply with the discharge prohibition. Businesses with less than 10 employees and government agencies are exempt from Proposition 65's warning requirements and prohibition on discharges into drinking water sources. Businesses are also exempt from the warning requirement and discharge prohibition if the exposures they cause are so low as to create no significant risk of cancer or birth defects or other reproductive harm. Health risks are explained in more detail below.

What does a warning mean?

If a warning is placed on a product label or posted or distributed at the workplace, a business, or in rental housing, the business issuing the warning is aware or believes that one or more listed chemicals is present. By law, a warning must be given for listed chemicals unless exposure is low enough to pose no significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm.

Residential Lease/Rental Agreement Form

RESIDENTIAL LEASE/RENTAL AGREEMENT
(For use in the State of California)

PARTIES: LANDLORD _____

TENANT(S) _____

PROPERTY ADDRESS: _____

1. RENTAL AMOUNT: Commencing _____, 20____ TENANT agrees to pay LANDLORD the sum of \$ _____ per month in advance on the _____ day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location:

Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. TERM: The premises are leased on the following lease term: (please check one item only) _____ month to month (OR) _____ until _____, 20____.

3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$ _____ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5.

TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

4. INITIAL PAYMENT: TENANT shall pay the first month rent of \$ _____ and the security deposit in the amount of \$ _____ for a total of \$ _____. Said payment shall be made in the form of cash or

NEVADA COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 20____, ("Effective Date") by and between

_____ with mailing address at _____
_____ hereinafter referred to as the "Lessor,"

And

_____ with mailing address at _____
_____ hereinafter referred to as the "Lessee,"
collectively referred to herein as "the Parties."

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. THE PREMISES. In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Address: _____
Floor and/Unit Number: _____
Net Floor Area: _____

Hereinafter known as the "Premises".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the floor numbers and/or unit numbers of the Premises referred to above are designated by The Lessor.

2. PERMITTED USE. Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below ("Permitted Use"):

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PLN 22-14412

(c) A water supply approved under applicable law, which is under the control of the tenant, capable of producing hot and cold running water, or a system which is under the control of the landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

(d) Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

(e) Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

(f) Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

(g) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

(h) Floors, stairways, and railings maintained in good repair.

(i) Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including but not limited to installing dead-bolt locks on all swinging entrance doors, and installing window locking devices.

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

11. OBLIGATIONS AND DUTIES OF TENANT:

In compliance with California Code § 1941.2, Tenant covenants:

- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
- (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

12. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

13. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable California law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his

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ADDENDUM TO RENTAL AGREEMENT FOR ADDITIONAL TENANT/ ROOMMATE

By signing below, I: _____, acknowledge receipt
(Additional Tenant)
of, have read, and fully understand the rental agreement dated the _____ day of _____,
20____, by and between _____ and Owner, _____
(Original Tenant)

_____ for the property known as:

Address: _____, Apt. # _____.

City: _____, CA, _____.

By signing below, each tenant becomes fully responsible for all terms and conditions of said lease, including, but not limited to the below:

1. Any new roommate must fill out an application and meet the requirements and approval of the landlord before move-in. Failure to obtain prior permission for additional roommates will result in a breach of the rental agreement.
2. The security deposit is for the tenancy as a whole and will be refunded only when all roommates who are a part of this tenancy vacate and turn the premises over to owner. If a roommate is moving out, it is their responsibility to obtain their portion of the security deposit directly from the new, incoming roommate or wait until the premises are completely vacated by the remaining roommates.
3. Roommates are jointly and severally responsible for the entire amount of rent. This means that if one roommate doesn't pay his or her portion of the rent, it is still due and payable in full from the other roommates.
4. Any new roommate becomes responsible for any rent currently owed or which will be owed. He or she is also responsible for any damage to the premises, both existing or in the future and any misuse of the premises, both existing or in the future. It is the sole responsibility of the new roommate to check for damages and receive an accurate accounting of the rent before he or she moves in.
5. Roommates are equally responsible for each other's guests and any damage or misuse caused by the other roommates and/or their guests.

Resident

Date

Resident

Date

Landlord/Agent

Date



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• San Fernando Valley (818)908-9630 • Los Angeles (323)937-9811 • Long Beach (562)974-2422 • Garden Grove (714)639-6000 • San Diego (619)280-7007 • Northern California (916)276-7521

California residential rental agreement template

Can you create your own rental agreement. How to write a rental agreement for family member. How to write a rental agreement sample. Does a rental agreement need to be notarized in california.

The California standard residential lease agreement is structured around a one (1) year term, in which the tenant is legally bound to pay a monthly rent to maintain residency. It is highly recommended that the landlord conduct a background check on any applicant (See the Rental Application), due to information that can be uncovered that could sway the landlord's decision on accepting the new tenant. If the landlord accepts, they may charge the new tenant with a security deposit usually... This California rental application is useful for landlords to help them screen any new applicants before allowing them to rent their property. In this application, the possible tenant will be directed to fill in their Name, Birthday, Social Security Number, Drivers License Number, Rental History, Employment History, Credit History, Vehicles currently owned, and any other personal information. The landlord can discover, through this screening process, that the tenant frequently skips payments, has poor reviews from previous landlords, and/or has a...

The California month-to-month lease agreement is popular with individuals that do not plan on residing on property for a predetermined amount of time. With a month-to-month tenancy or tenancy at will, the contract ends and begins every thirty (30) days. While this type of lease agreement is less constricting than the average, it is still recommended that the landlord perform a background check on the new tenant with a rental application, as crucial information can be uncovered through this process. Along... The California commercial lease agreement is a document used to lease a property to a tenant requiring retail, office, or industrial space. Often a landlord will not see rent payments until the business in question has begun generating sufficient income. For this reason, it is wise of the landlord to research the business prior to drafting a lease agreement. In general, there are three types of commercial lease agreements used when entering into a landlord-tenant relationship: each has been described below. 3... The California sublease agreement will allow a tenant (sublessor) of a property to introduce a subtenant, called a "sublessee." This type of agreement splits up the rent between the sublessee and the sublessor(s) to provide the latter party with financial relief. This document is strictly between the abovementioned parties and does not involve the landlord directly (although the landlord should be notified of the sublessee prior to the signing of the sublease). It should be stated that the master lease... The California three-day notice to quit form is designated for a tenant late on their rent to decide whether to pay all that is owed to the landlord within the provided timeframe or move out. The form is to be filled in by the landlord and is to be properly served upon the tenant (See Flow chart). Often a landlord, if they have a longstanding relationship with the tenant, will provide a verbal warning to show good faith. When is... The California rental agreements are contracts between a landlord overseeing a real property and the tenant who wishes to use it. These documents describe the rules associated with using the property, as well as the amount of rent. Rental agreements must comply with California's landlord-tenant laws. California Rental Agreement Types Common Rental Agreements in California California Required Lease Disclosures Methamphetamine Contamination Disclosure (required for some) - If the landlord has knowledge of potential methamphetamine contamination in the rental unit, they must disclose this in their California lease agreement unless it reaches safe levels of 1.5 µg/100 cm² after remediation to avoid exposure. Mold Disclosure (required for some) - California leases must provide a mold disclosure when there is knowledge of potential toxic mold in the rental unit to avoid health hazards forming. Sex Offender Registry Notice (required for all) - For the safety of incoming tenants, California law requires every lease to include a notice that states that the sex offender registry is available for access on the Department of Justice's website. Demolition Permit Disclosure (required for some) - If there is a planned demolition in a rental unit or building involved in a California lease, landlords must provide notice about the date of demolition in the lease so tenants can be informed about when their lease will end. Military Ordinance Disclosure (required for some) - California rental properties that fall within 1 mile of retired ordnance storage or military training grounds must have a notice in the lease alerting potential renters to this fact for safety reasons. Death in a Rental Unit Disclosure (required for some) - Unless occurring due to HIV or AIDS, death that occurs in a rental unit in California is to be disclosed if it occurred within 3 years of the beginning of the lease agreement due to statutes on emotional defects in a property. Pest Control Disclosure (required for some) - Regular pest control treatments must be disclosed in the lease agreement, and a notice of the right to displace a tenant for 24 hours to perform pest control must be provided for California rental properties so tenants can plan to vacate the premises during scheduled treatments. Shared Utility Arrangement Disclosure (required for some) - For California buildings that share a master meter between common areas or multiple tenants, the landlord is required to provide disclosure on how utility charges are allocated between each party to help avoid disputes over billing. Bed Bug Disclosure (required for all) - California landlords must include a bed bug addendum and/or disclosure in every lease agreement that informs the prospective tenant about the procedure for handling a bed bug infestation to avoid it spreading. Flood Zone Disclosure (required for some) - When a property falls within a California flood zone, there must be a disclosure of the hazard in the form of a notice with a minimum of 8-point font that provides notice of the flood zone, resources for learning more, and a recommendation for renter's and flood insurance. Lead-Based Paint Disclosure (required for some) - Federal law requires California landlords to disclose the dangers of lead-based paint in every lease agreement for a property built before 1978, alongside a lead paint disclosure form and records of any known hazards in the rental unit. To learn more about required disclosures in California, click here. California Landlord Tenant Laws Warranty of Habitability - California landlords are required to provide hot and cold running water, HVAC equipment, sanitation facilities and more. Also, California landlords must provide a structurally sound dwelling to all tenants and make requested repairs in a "reasonable" amount of time (often interpreted as 30 days). If these duties are not properly fulfilled, a California tenant may choose to withhold rent entirely or perform a "repair and deduct" action. Evictions - A California tenant may be evicted by their landlord for failure to pay rent, violating the terms of their lease not upholding their responsibilities under California Civil Code, staying after their lease ends (after proper notice was given), or illegal activity. Typically, the eviction process can be completed in a week to a few months. Security Deposits - California landlords are legally allowed to charge up to 2 months' rent (unfurnished) or 3 months' rent (furnished) as a security deposit. Upon the completion of a lease, a California landlord must return any remaining security deposit funds within 21 days after the tenant moves out. Lease Termination - In California, month-to-month leases can be terminated legally with 30 days with prior notice or 7 days for week-to-week tenants. A fixed term lease in California can be broken early without penalty via an early termination clause, active military duty relocation, habitability violation, domestic violence, landlord harassment, etc. Rent Increases & Fees - California maintains a statewide rent control system via legislation known as the Tenant Protection Act (AB 1482). Also, many local jurisdictions maintain their own rent control and stabilization system. As such, California landlords cannot charge as much as they want for rent. Unless required by local statute, California landlords do not need to provide justification for a rent increase. These landlords are required to provide differing amounts of notice based upon the value of the rent increase, though. As for fees, California landlords may charge any type or amount they desire, so long as it is "reasonable" (except for bounced check fees, which are capped at \$25 for a first occurrence). Landlord Entry - California landlords may enter a rental unit (between the hours of 8am and 5pm on weekdays) after providing 24 hours of advance notice (there are some exceptions to this rule) or they may enter immediately in the case of emergency. Settling Legal Disputes - California landlords and tenants may settle their disputes (excepting evictions) valued at up to \$10,000 in the state's small claims courts. California does limit landlords to filing only 2 cases valued at \$2,500 or more per year. To learn more about landlord tenant laws in California, click here. The California residential lease agreement ("rental agreement") is a binding agreement between a landlord ("property owner") and tenant ("occupant") to rent residential property in exchange for rent payment. Governed by California's landlord-tenant law, the contract has terms and conditions describing the duties of each party. California Lease Agreement Disclosures The following disclosures are either required for some or all residential lease agreements in California. Methamphetamine & Fentanyl Contamination Disclosure Applicable to any property where the landlord has knowledge of a possible drug contamination AND remediation has not completed in California. In California, any knowledge relating to methamphetamine and fentanyl manufacturing, use, or storage is legally required to be disclosed in a rental agreement. If the property is deemed to be contaminated, the landlord must include a copy of any notices received relating to methamphetamine or fentanyl contamination. They must also inform prospective tenants in the rental agreement about ongoing remediation efforts before the agreement is signed, and the tenant must agree to the notice before moving in. A notice from a local health officer shall deem the property as uncontaminated and no further action is required. If contamination does occur, the landlord is required to pursue decontamination prior to the commencement of the lease term to ensure the safety of the tenant. Concentration levels of less than 1.5 µg/100 cm² must be reached before the property is considered safe to live. Methamphetamine contamination can be dangerous to Tenant(s) in high concentrations, presenting health concerns through absorption of the materials in the air. This property: is contaminated above safe levels and is in the process of decontamination. is contaminated, but falls within safe levels after tests were conducted. Has no suspicion of contamination. Download: California Methamphetamine Disclosure Form (PDF) Mold Disclosure Applicable to any units with known mold that may pose a health threat in California. In California, landlords must provide a mold disclosure when there is a known presence or a reasonable cause to believe that there is toxic mold (either visible, invisible, or hidden) or has a high chance of it forming. This disclosure must be provided alongside or on the lease agreement itself unless the mold was remediated to safety guidelines implemented by California. It may also be included in the absence of known mold as a safety precaution for tenants and to minimize landlord liability. The landlord should distribute a consumer-oriented booklet from California's Department of Health Services before a tenant enters a rental agreement. Download: California Mold Disclosure Form (PDF) Sex Offender Registry Notice Applicable to all rental units in California. In the state of California, prospective tenants and citizens alike have access to information relating to the sex offender registry. This is known as Megan's Law Disclosure. As an effort to protect tenants, this must be disclosed in every rental agreement. An example of a section to be included in the rental agreement would be: 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 the offender resides. Demolition Permit Disclosure Applicable to any property with plans for demolition that will affect tenancy in California. If a landlord has intentions to demolish a rental unit or building or a demolition permit has been applied for, California law requires this intention to be disclosed in the rental agreement. The disclosure should state the approximate date in which demolition will occur. An example of a section to be included in the rental agreement would be: DISCLOSURE OF DEMOLITION. On ___/___/___, the following unit(s) are scheduled for demolition. On or after this date, active lease agreements will terminate for the affected unit(s). Download: California Demolition Permit Disclosure Form (PDF) Military Ordinance Disclosure Applicable to any property within one mile of known ordnance location with explosive risk in California. California requires landlords to provide a military ordnance disclosure as part of a rental agreement for any property that falls within one mile of military training grounds or ordnance storage. This disclosure, which is normally in the rental agreement, notifies the tenant that there is a possibility of live munitions near the rental unit. An example of a section to be included in the lease agreement would be: ORDINANCE DISCLOSURE. This property is located within one mile of a former federal or military facility which may contain explosive munitions. Download: California Military Ordinance Disclosure Form (PDF) Death in a Rental Unit Disclosure Applicable to properties with a non-HIV or AIDS-related death in the past three years in California. While not a tangible defect, psychological defects such as a death in a rental unit must be disclosed in California leases. This includes all forms of death with the exception of deaths related to HIV or AIDS, which are protected under the state statute. "Death" disclosures are often included within the rental agreement, even if there has been no death reported. The following section may be included in your California lease agreement At the time of this lease agreement, Landlord certifies the following information pertaining to the history of death in the rental property: No death reported Death by natural causes The death was caused by violent crime: Death by communicable disease: _____ Tenant has a right to have questions answered pertaining to death in the rental unit to the best of the Landlord's knowledge upon request. Download: California Death in a Rental Unit Disclosure Form (PDF) Pest Control Disclosure Applicable to units where pesticides are applied in California. If pesticides are administered to a unit in a rental building, all adjacent tenants and anyone who is at risk of secondhand exposure must be given at least 24 hours of notice before the pesticide application is allowed. The application may require temporary displacement of other tenants, which must be disclosed in the lease to be enforceable and avoid potential damages charged to the landlord. Additionally, if pesticide treatments are administered regularly there must be notice given to all new and existing tenants by the landlord and a copy of the notice from the pest control company on the expected terms of the contract. Pest control schedules or notices should be attached to rental agreements. Download: California Pest Control Disclosure Form (PDF) Applicable to any units without individual meters in California. In California, when each unit does not have its own utility meter, the landlord must disclose this information in the rental agreement. They must also provide and execute a mutual written agreement with the tenant for payment of services. This agreement can include the landlord assuming the shared utility, installing a submetering system, allocating charges between multiple parties (when shared between units), or other methods of establishing a breakdown of utility payments. The following is an example of a shared utility agreement section: UTILITIES: This rental unit shares the following utilities with another unit or common area: Electricity Water Gas Sewage Other: _____ This lease uses the following method for calculating utility charges between Tenant(s): Home Square Footage Number of Tenants Even Split Between Tenants Other: _____ Tenant agrees to pay the monthly utility charge to Landlord, plus a \$_____ service charge as part of each month's rental payment. Download: California Shared Utility Arrangement Disclosure Form (PDF) Bed Bug Addendum Applicable to all units in California. To protect against the contraction and spread of an infestation, it is required that landlords in California include a bed bug section in their rental agreements. This addendum provides information about preventing infestations and the proper protocol if one arises. It also helps to limit liability for the landlord by establishing an understanding of the current status of the property, and protects in the case of an infestation occurring later in the lease term. The following excerpt is the recommended notice to include in no less than 10-point font. Information about Bed Bugs 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. Bed bugs can 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. 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. Bed bugs can survive for months without feeding. 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. Common signs and symptoms of a possible bed bug infestation: -Small red to reddish brown fecal spots on mattresses, box springs, bed frames, bed frames, mattresses, linens, upholstery, or walls. -Molted bed bug skins, white, sticky eggs, or empty eggshells. -Very heavily infested areas may have a characteristically sweet odor. -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. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association. This Bed Bug Addendum may also be included as part of the lease to ensure the tenant agrees. Flood Zone Disclosure Applicable to any property in a known flood zone in California. If the landlord has actual knowledge of the rental property residing in a flood zone, they must disclose this fact to the tenant in the rental agreement with a minimum 8-point font. The disclosure must include: That the property is in a flood zone. Information about hazards can be found at the Office of Emergency Services website (and a link provided). The landlord's insurance does not cover personal loss and a recommendation to pursue renter's and flood insurance. Acknowledgement that the landlord is not required to provide further information than the above. An example of a flood zone disclosure would be the following section: FLOOD ZONE DISCLOSURE. This property is located in a known flood zone, putting it at a higher risk of flooding. Landlord and Landlord's insurer are NOT responsible for personal loss occurring at this rental unit due to flooding or other hazards. It is recommended that Tenant pursue renter's insurance and flood insurance. Information about hazards can be found on the California Office of Emergency Services' website at: _____ The above notice is pursuant to section 1632 of the Civil Code and absolves Landlord of liability to flood-related damages. Download: California Flood Zone Disclosure Form (PDF) Smoking Policy Disclosure Applicable to any property imposing a smoking policy in California. In California, if a landlord wishes to prohibit smoking tobacco in any part of the rental dwelling, property, balconies, common areas, or anywhere else, they must disclose specifically where smoking is prohibited. Download: California Smoking Policy Disclosure Form (PDF) Lead-Based Paint Disclosure Applicable to any rental units built prior to 1978. It is a federal law in the United States that any home built prior to 1978 must disclose the risks posed by lead-based paints. This law requires landlords in California to: Fill out and attach this lead-based paint disclosure form to the lease agreement. Provide the tenant with an Environmental Protection Agency (EPA)-approved pamphlet about the dangers of lead-based paint. Provide additional records or reports about the presence or hazards of any known lead-based paint in the unit. For multi-unit buildings with common areas, this includes information from building-wide evaluations. Download: California Lead-Based Paint Disclosure Form (PDF) Optional Disclosures & Addendums (Recommended) The following lease agreement disclosures and addendums are not required by California law in residential lease agreements, but either help reduce future conflicts with tenants or reduce legal liability for landlords. Optional Disclosure How the Disclosure is Helpful Landlord's Name & Address Creates a line of communication for important notices and demands between tenant and landlord. Landlords or any authorized individual to act on behalf of the property should provide contact information (including their address) within or alongside the lease. Late/Returned Check Fees Landlords should disclose if they will charge a late fee or a returned check fee in the lease agreement. In California there are no restrictions on late fees. For returned checks there is a \$25 first time fee and then a \$35 limit for each subsequent returned check. Medical Marijuana Use Inform tenants if medical marijuana use on the property is permissible. Some state laws allow landlords to restrict marijuana usage to non-smoking methods only or inform tenants of designated smoking areas to not interfere with other tenants' enjoyment of the premises. Move-In Checklist A move-in checklist holds the tenant accountable for future damages that they may cause. Non-Refundable Fees A non-refundable charge must be written in the lease agreement. If a non-refundable charge is not written in the lease, the tenant may be subject to a refund upon termination of the lease. Consequences of Not Including Mandatory Disclosures Disclosures outline the important health, safety and property information and vary by state. If a landlord does not provide the tenant with the federally or state mandated disclosures, they could face legal repercussions or monetary penalties. In California, a landlord must comply with the warranty of habitability. If the landlord has actual knowledge of asbestos, mold, pets, or bedbugs on the property and fails to inform the tenant, the tenant can file a lawsuit. If a landlord fails to disclose the lead-based paint hazard disclosure, they can face fines up to \$18,364 per violation. (24 CFR § 30.65) It's best to check with your local laws on which disclosures are required to provide to your tenant. 1 CA Health & Safety Code § 25915 (2019) ... (a) ...owner of any building constructed prior to 1979, who knows that the building contains asbestos-containing construction materials, shall provide notice... (1) The existence of... and location of asbestos-containing construction materials within the building... (2) Specific locations within the building known to the owner, or identified in a survey known to the owner, where asbestos-containing construction materials are present in any quantity. (3) General procedures and handling restrictions necessary to prevent, and, if appropriate, to minimize disturbance, release, and exposure to the asbestos... (4) A summary of the results of any bulk sample analysis, or air monitoring, or monitoring conducted... (5) Potential health risks or impacts that may result from exposure to the asbestos in the building... 2 CA Health & Safety Code § 25400.28 (2019) ... (b) The property owner shall provide written notice to all prospective tenants that have completed an application to rent an affected dwelling unit or other property of the remediation order, and shall provide the prospective tenant with a copy of the order. The prospective tenant shall acknowledge, in writing, the receipt of the notice and pending order before signing a rental agreement. The notice shall be attached to the rental agreement. If the property owner does not comply with this subdivision, the prospective tenant may void the rental agreement... 3 CA Health & Safety Code § 25400.16 (2019) ... (a) Property contaminated by methamphetamine laboratory activity is safe for human occupancy for purposes of this chapter only if the level of methamphetamine on an indoor surface is less than, or equal to, 1.5 micrograms per 100 square centimeters... 4 CA Health & Safety Code § 26141 (2019) ... (a) ...landlords shall provide written disclosure to prospective and current tenants of the affected units as specified in subdivision (b), when the landlord knows that mold, both visible and invisible or hidden, is present that affects the unit or the building and the mold either exceeds the permissible exposure limits ... or poses a health threat according to the department's guidelines as developed pursuant to Section 26105. (b) The written notice required by subdivision (a) shall be provided: (1) To prospective tenants as soon as practicable and prior to entering into the rental agreement. (2) To current tenants in affected units as soon as is reasonably practical... 5 CA Civ Code § 2079.10a (2019) ... (3) A contract entered into by the parties on or after April 1, 2006, shall contain the following notice: 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 the offender resides... 6 CA Civ Code § 1940.6 (2019) ... (a) The owner of a residential dwelling unit or the owner's agent who applies to any public agency for a permit to demolish that residential dwelling unit shall provide each new tenant that occupies the unit with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed... 11 CA Civ Code § 1940.9 (2019) ... (1) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. (2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the landlord becoming the customer of record for the tenant's meter, or the landlord separately metering and becoming the customer of record for the area outside the tenant's dwelling unit... 12 CA Civ Code § 1954.603 (2019) ... On and after July 1, 2017, prior to creating a new tenancy for a dwelling unit, a landlord shall provide a written notice to the prospective tenant as provided in this section. This notice shall be provided to all other tenants by January 1, 2018. The notice shall be in at least 10-point type and shall include, but is not limited to, the following: (a) General information about bed bug identification, behavior and biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestations to the landlord. The information shall be in substantially the following form:... 13 CA Civ Code § 8589.45 (2019) ... (a) In every lease or rental agreement for residential property entered into on or after July 1, 2018, the owner or person offering the property for rent shall disclose to a tenant, in no smaller than eight-point type, the following: (1) That the property is located in a special flood hazard area or an area of potential flooding, if the owner has actual knowledge of that fact (2) That the tenant may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services. The disclosure shall include the Internet Web site address for the MyHazards tool maintained by the office. (3) That the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss...