**Welcome** **Packet**

To:

From: Property Management Department

Re:

We would like to welcome you to The Becker Group, Inc. We are pleased to have the opportunity to be of service to you.

The management office address and contact information is as follows:

**(805)** **653-6794** . office **(805)** **653-6795** . fax **info@beckergrp.com** . email

**www.beckergrp.com** . website

Please find enclosed:

! **Inventory/Condition** **Report**: DUE:\_\_\_\_\_\_\_\_\_\_\_\_ Fill out the move-in column and return it to our office.

! **A** **Confidential** **Emergency** **Information** **Form**: DUE:\_\_\_\_\_\_\_\_\_\_\_\_ Please fill out and return to our office at your earliest convenience.

! **Repair/Work** **Order** **Request**:

You may use this form to fax, mail or hand deliver your work order requests. You may also submit your requests through the tenant portal or with an email. If emailing in a request, pictures are encouraged.

! **Utility** **Company** **Directory**:

Turn all required utilities over into your name and billing address prior to your move-in.

! **Lead** **Based** **Paint** **Booklet**: “Protect your Family from Lead in your Home”.

**Rental** **payments** are due on the first day of each month, made payable to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Your initial move-in funds must be paid with certified funds; a cashier’s check or money order.

The initial move-in funds, include the partial deposit at the lease signing and the remaining deposit balance and one month’s full rent, due on the move in date.

After the initial funds have been paid,

**Rent** **must** **be** **paid** **online** **through** **your** **tenant** **portal.** Set up instructions will be provided.

Please let our office know if you need any assistance with the set up.

On your move-in date please bring in the balance of your move-in balance:

**Rent:**

**Security** **Deposit:**

**Other:**

Should you have any questions regarding the above, please feel free to contact our office.

Sincerely,

***The*** ***Becker*** ***Group,*** ***Inc.***

[rev.06.17]

**RESIDENTIAL** **LEASE** **AGREEMENT** **OR** **MONTH-TO-MONTH** **RENTAL** **AGREEMENT**

THIS AGREEMENT ENTERED INTO ON THIS DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BY AND BETWEEN THE BECKER GROUP INC., AGENT FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called Lessor) AND\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein called Lessee(s)).

WITNESSETH: That for the consideration of rent payments and covenants adherence on the part of the Lessee(s), the Lessor/Agent rents to the Lessee(s) and the Lessee(s) hires from the Lessor/Agent, for residential use only, the Premises known as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”) and continuing, [Check A or B] A. Month-to-Month or B. Lease, which shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Rent is due in advance on the first day of each and every month at $ per month, beginning on the first (1st) day of .

**A** **$75.00** **late** **fee** **will** **be** **assessed** **on** **all** **rents** **received** **after** **the** **third** **of** **each** **month.**

**THE** **LESSEE** **FURTHER** **AGREES**

1. That in the event this *Agreement* does not begin on the first day of a calendar month, rent in the amount of $ is due prior to occupancy, and $ is due on the first day of the next month. Thereafter, rent is due on the first day of the month in advance as provided above. Acceptance of additional rent does not constitute a waiver of prior Lessee(s) default.

2. Rent is delinquent if not paid by the due date. If rent is not received on or before the third day of the current month, a *Notice* *to* *Pay* *Rent* *or* *Quit* shall be served and a charge of $75.00 shall be billed to the Lessee(s) account.

3. Rent paid by the third day of the current month may be paid by Lessee(s) in the form of personal check, cashier’s check or money order. If a check is returned by Lessee(s) bank for any reason, it must be replaced with a cashier’s check/money order and must include the bank check return fee charge of $35.00 and a $75.00 late fee.

4. Payments made by Lessee(s) shall apply first to the oldest item for which a bill or statement has been presented or for the earliest month’s rent then due.

5. Premises shall be occupied by the undersigned adults and child(ren).

6. No animal or bird shall be kept or allowed in or about said Premises, without Lessor/Agent’s written permission.

7. No waterbeds or liquid filled furniture shall be allowed in or about said Premises, without Lessor/Agent’s written permission.

8. Lessee shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other lessee or neighbor.

9. Except as provided by State law, no repairs, decoration, or alteration shall be done without Lessor/ Agent’s written permission. Decoration includes, but is not limited to, painting, wallpapering, and hanging of murals or posters.

10. Lessee(s) shall not sublet all or any part of Premises, or assign or transfer this *Agreement* or any interest in it, without Lessor/Agent’s prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Lessee(s), operation of law or otherwise, shall, at the option of Lessor/Agent’s, terminate this *Agreement*. Any proposed assignee, transferee or sublessee shall submit to Lessor/Agent an application and credit information for Lessor/Agent’s approval and, if approved, sign a separate written agreement with Lessor/Agent’s and Lessee(s). Lessor/Agent’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 Lessee(s) of Lessee(s)’s obligations under this *Agreement*.

11. Lessee(s) has inspected the Premises, furnishings, and equipment, if applicable, and has found same to be satisfactory. All plumbing, heating and electrical are operative and have been inspected and deemed satisfactory by Lessee(s). Lessee(s) acknowledges receipt of the **Inventory** **and** **Condition** **Report**.

12. Lessee(s) shall keep the Premises, furniture, furnishings, and appliances, if any, and fixtures which are rented for Lessee(s) exclusive use, in good order, condition, and maintained. Lessee(s) shall pay for any repairs to the Premises caused by Lessee(s) negligence or misuse, or that of Lessee(s) guests and/or invitees. Lessee(s) personal property is not insured by Lessor/Agent.

13. Lessee(s) shall pay for all utilities, services, charges, fees, or fines, if any, made payable by or predicated upon occupancy of Premises except\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

14. The undersigned Lessee(s), whether or not in actual possession of the Premises, is jointly and severally liable for all rent incurred during the term of this *Agreement* and or all damages to the Premises caused or permitted by Lessee(s), their guests and/or invitees.

15. As necessary, Lessee(s) is to permit key safes and viewing for re-rental or sale of unit one month prior to end of *Agreement*.

Lessee(s) Initials \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ Agent Initials \_\_\_\_\_

Residential Lease Agreement or Month-to-Month Rental Agreement [rev.12.13] – page 1 of 5

16. This *Agreement* shall continue in full force and effect after the above term, from month to month until either Lessor/Agent or Lessee(s) serves upon the other written notice. Said termination shall become effective at least thirty( 30) days after service of said notice, or as provided by Law. Any holding over thereafter shall be deemed a day-to-day tenancy at a fair market rental value of $ \_\_\_\_\_\_\_\_\_\_ per day.

17. $ as Security Deposit has been deposited. Lessor/Agent may use there from such amounts as are reasonably necessary to remedy Lessee(s) defaults in the payment of rent, to repair damages to the Premises caused by Lessee(s), their guests and/or invitees, exclusive of ordinary wear and tear, or to clean such Premises, if necessary, upon termination of the tenancy. The balance of the Security Deposit, if any, together with a written itemized reconciliation, shall be mailed to Lessee(s) last known address as defined in *Section* *1950.5* *of* *the* *California* *Civil* *Code*. Security Deposit shall be held by The Becker Group, Inc., as Agent for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ (Lessor).

18. If any legal action or proceedings be brought by either party to enforce a part of this *Agreement*, the prevailing party shall recover in addition to all other relief, reasonable attorney’s fees and costs.

19. Notice upon Lessee(s) may be served at the subject Premises. Notice upon Lessor/Agent may be served upon Lessor/Agent of the Premises. Said Lessor/Agent is authorized to accept legal services on behalf of the Lessor/Agent.

20. In the event Lessee(s) makes an assignment for the benefit of creditors, becomes insolvent or files bankruptcy, Lessee(s) forfeits *Agreement*, whereupon the Premises shall be surrendered to Lessor/ Agent, who hereby reserves the right to forthwith re-enter and repossess the Premises.

21. In the event any part of this *Agreement* is found to be illegal, the remaining portion of said *Agreement* will be legal.

22. Keys: Lessee(s) will receive keys and remotes from Lessor/Agent on the Commencement Date: \_\_\_\_\_\_\_\_\_\_ Key(s) to Premises, \_\_\_\_\_\_\_\_\_\_ Key(s) to mailbox,

\_\_\_\_\_\_\_\_\_\_ Key(s) to common areas, \_\_\_\_\_\_\_\_\_\_ Remote control devise(s).

23. [if checked] Lessee(s) acknowledges that one of the Owners of the Premises, Jeffrey R. Becker, is a Licensed California Real Estate Broker, License #01213236.

24. Additional Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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25. **Other** **Terms,** **Conditions** **and** **Supplements**

The following ATTACHED supplements are incorporated in this *Agreement*:

**A.** **HOUSE** **RULES** and **RENT** **POLICY**, by initialing as provided, Lessee(s) acknowledges receipt of a copy of the House Rules and the Rent Policy, and has read them (a copy of which is attached hereto, marked as page 3, 4 and 5), and are incorporated herein by reference as though fully set forth at length. Said House Rules and Rent Policy shall be deemed covenants of this Agreement. **Lessee(s)** **Initials** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_**

**B.** **(1)** **Lead-Based** **Paint** **Disclosure** **and** **Addendum,** **(2)** **Smoke** **and** **Carbon** **Monoxide** **Detector** **Agreement,** **and** **(3)** **Mold** **and** **Ventilation** **Addendum**: by initialing as provided, Lessee(s) acknowledges receipt of a copy of said Addendums and Agreements (four total documents) and has read them and that the additional items and provisions have been agreed upon (copies of which is attached hereto), and are incorporated herein. **Lessee(s)** **Initials** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_**

**C.** [if checked] This building Lessee(s) is renting or leasing, is an **un-reinforced** **masonry** building. Un-reinforced masonry buildings have proven to be unsafe in the event of an earthquake. This building has been improved in accordance with the seismic safety standards of a local building ordinance that is applicable to un-reinforced masonry buildings. **Lessee(s)** **Initials** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_**

**D.** [if checked] **HOMEOWNERS** **ASSOCIATION** **RULES** **&** **REGULATIONS**, (HAR&R) by initialing as provided, Lessee(s) acknowledges receipt of a copy of said HAR&R and has read them (a copy of which is attached hereto) and incorporated herein. Lessee agrees to abide by said HAR&R and be held responsible for Lessee(s), their guests’ and invitees’ actions. Lessee(s) shall be responsible for any and all charges assessed to the homeowners’ account as a result of Lessee(s), their guests and/or invitees negligence in reference to said HAR&R.

**Lessee(s)** **Initials** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_** **\_\_\_\_\_\_**

The undersigned Lessee(s) acknowledges having read the foregoing and receipt of a copy. **EXECUTED** **IN** **DUPLICATE** **ON** **THE** **DAY,** **MONTH,** **AND** **YEAR** **FIRST** **WRITTEN** **ABOVE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

**The** **Becker** **Group,** **Inc.**

40 South Ash Street, Ventura, CA 93001 (805) 653-6794 . (805) 653-6795 Fax License #01213236 www.beckergrp.com Mailing Address:

Post Office Box 23277, Ventura, CA 93002

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

Residential Lease Agreement or Month-to-Month Rental Agreement [rev.12.13] – page 2 of 5

**HOUSE** **RULES** (page one of two)

We hope that you will enjoy living here and that you will find the following rules necessary and beneficial for all Lessee(s). Because of the close proximity of your fellow Lessee(s) and/or neighbor(s), your activities will directly affect them. For this reason, it is necessary for the Lessor/Agent to ask that you exercise a greater degree of care in conducting your activities. Your cooperation in abiding by the following rules will help to maintain desirable living conditions for all Lessee(s) and/or neighbor(s) and make your residence a quiet and respectable place in which to live.

**OCCUPANTS**

1. No person is permitted to occupy or use the Premises unless authorized by an *Agreement* or with prior permission of the Lessor/Agent.

2. Pets or animals of any kind are not permitted to occupy the Premises, unless authorized by a separate Pet Agreement by the Lessor/Agent.

3. Any Lessee(s) who is not of normal good living habits, who drinks to excess, or commits a nuisance as defined by State law will be subject to eviction.

4. Boisterous activity or unnecessarily loud noise due to talking, playing of musical instruments, radios, computers/digital devices or televisions will not be permitted.

5. Lessee(s) are requested to be particularly careful about noise after 10:00 p.m. and before the hour of 9:00 a.m. and in consideration of other Lessee(s) and/or neighbor(s).

6. Lessee(s) agrees to comply with all Lessor/Agent’s Rule and Regulations that are at any time posted on the Premises or delivered to the Lessee(s). Lessee(s), Lessee(s) guests and/or invitees shall not disturb, annoy, endanger, or interfere with other Lessee(s) of the Premises or neighbor(s). Lessee(s), Lessee(s) guests and and/or invitees shall not use the Premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband, violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

**PARKING** **AND** **STORAGE**

Parking is permitted as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Parking space(s) are to be used for parking properly licensed and operable motor vehicles, and not for trailers, boats, campers, buses, or trucks (other than pick-up trucks). Lessee(s) shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicle leaking oil, gas or other fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicle is not permitted in parking space(s) or elsewhere on the Premises. No washing of vehicle may be done on Premises. Lessee(s) shall not store flammable materials, explosives, hazardous waste, illegal substances or other inherently dangerous material on the Premises.

**PREMISES:** **USE** **OF,** **CONDITION** **AND** **MAINTENANCE**

1. Lessee(s) acknowledges receipt of the **Inventory** **and** **Condition** **Report**. Lessee(s) will fill out the

Move-In Column of the Report and return it to The Becker Group, Inc. within fourteen (14) days after the Commencement Date. The *Inventory* *and* *Condition* *Report* is not a contingency to this *Agreement*, but rather as an acknowledgment of the condition of the Premises.

2. No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Lessee(s) is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; (ii) Lessee(s) is in breach of the *Agreement*; (iii) Lessee(s), guests, and all others may be required to leave the Premises; and (iv) Lessee(s) acknowledges that in order to remove odor caused by smoking, Lessor/Agent may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any Security Deposit.

3. Unnecessary loitering in the halls, entrances, stairways, or alleyways is prohibited. 4. Signs or advertising of any kind are not to be affixed to any part of the Premises.

5. Storage facilities, if any, that may be provided are gratuitous and the Lessor/Agent assumes no responsibility for loss or damage to items therein.

6. If a laundry room is provided, it is available for use of all Lessee(s) only.

7. All refuse shall be placed in the proper receptacles as labeled at the exterior of the building. Do not dispose of furniture in receptacles such as couches, mattress, etc. Health Department regulations require that this area be kept clean and neat.

8. All personal items of Lessee(s), such as: plants, decorations, brooms, mops, towels, bicycles and tools must be kept inside and out of view, or in the provided storage areas, if provided. Nothing is to be displayed or hung on the exterior of the building, window sills, balconies/patios or inthe halls/stairways.

9. **CHARGE** **FOR** **PLUMBING** **SERVICES** **CAUSED** **BY** ***LESSEE(S)*** ***IMPROPER*** ***USE*** **–** LESSEE(S) WILL BE CHARGED THE COST OF THE PLUMBER:

· Sinks and tubs: failure to use hair strainers in bath, putting bulk peelings, grease and/or lodging foreign objects, etc.

· Toilet: items other than human waste and toilet paper, such as: *excessive* toilet paper, feminine hygiene products, personal wipes, diaper wipes, paper towels, etc.

10. Meat bones (chicken/beef/pork etc.), celery, seafood shells, fruitpits, metal vegetable ties, tooth picks, etc., should not be placed in garbage disposal, if any. Such items tend to jam the mechanism and may cause a need for repair. These repairs are considered improper use, and charges incurred will be passed on to the Lessee(s). 11. A periodic inspection will be made of each apartment for cleanliness and repair. Failure to keep the apartment or its contents in reasonably clean condition and repair shall authorize the Lessor/Agent to have it cleaned or repaired and to add the expense to the current rental amount.

12. Lessee(s) shall properly maintain, use, operate, and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, appliances, and all mechanical, electrical, gas, and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated.

Lessee(s) Initials \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ Agent Initials \_\_\_\_\_

Residential Lease Agreement or Month-to-Month Rental Agreement [rev.09.16] – page 3 of 5

**HOUSE** **RULES** (page two of two)

**PREMISES:** **USE** **OF,** **CONDITION** **AND** **MAINTENANCE** **continued**

13. Lessee(s) shall immediately notify The Becker Group, Inc. in writing, of any problem, malfunction or damage. Lessee(s) shall be charged for all repairs or replacements caused by Lessee(s), pets, guests, or invitees, excluding ordinary wear and tear. Lessee(s) shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner.

14. Lessee(s) failure to maintain any item for which Lessee(s) is responsible shall give Lessor/Agent the right to hire someone to perform such maintenance and charge Lessee(s) to cover the cost of such maintenance.

15. Upon move-out you must have the unit in move-in condition. The carpets must be steam cleaned by a professional truck-mounted carpet cleaning company, unit must be cleaned and all nail holes and wall marks must be patched and painted.

16. Damage to the Premises, its equipment, appliances and/or furnishings, over and above ordinary wear and tear must be paid for within one week after the Security Deposit reconciliation and/or bills have been forwarded.

**TEMPORARY** **RELOCATION**

1. Subject to local law, Lessee(s) agree, upon demand of Lessor/Agent, to temporarily vacate Premises for a reasonable period, to allow for plumbing repairs, fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises.

2. Lessee(s) agree to comply with all instructions and requirements necessary to prepare Premises to accommodate for repairs.

3. Lessee(s) shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Lessee(s) are required to vacate the Premises.

**ALTERATIONS**

1. Do not alter your Premises in any way without prior consent of the Lessor/Agent. The following are considered to be alterations:

· The installation of a television antenna or satellite dish.

· The boring, marring or puncturing of any part of the equipment, appliances, furniture, furnishings, fixtures, walls or ceilings.

· The change of locks.

· Redecoration or painting.

· Replacement of any part of the equipment, appliances or furnishings.

2. The Lessee(s) shall be responsible for the cost of restoring the Premises to its original condition where alteration is made.

**MISCELLANEOUS**

1. The Lessor/Agent reserves the right to enter the Premises at any time of emergency.

2. The Lessor/Agent reserves the right to enter the Premises at normal business hours upon twenty-four hour advance notice.

3. Rental payments shall be paid at the Lessor/Agent office only.

4. Lessee's or guest's personal property and vehicles are not insured by Owner, Agent, Lessor, 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. Lessee is advised to carry Lessee's own insurance (renter's insurance) to protect Lessee from any such loss or damage. Lessee shall comply with any requirement imposed on Lessee by Lessor's insurer to avoid: (i) an increase in Lessor's insurance premium; or (ii) loss of insurance.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

**The** **Becker** **Group,** **Inc.**

40 South Ash Street, Ventura, CA 93001 (805) 653-6794 . (805) 653-6795 Fax License #01213236 www.beckergrp.com Mailing Address:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee Date

Residential Lease Agreement or Month-to-Month Rental Agreement [rev.09.16] – page 4 of 5

**RENT** **POLICY**

**RENT**

Rent is ALWAYS DUE and payable in our offices no later than the third day of each and every month. ***NO*** ***EXCEPTIONS***. A late fee of $75.00 will automatically be assessed to your account if your rent is late or not payable [*we* *cannot* *‘hold’* *your* *payment(s)*]. Rent paid after the third of the month may be subject to payment in the form of a cashier’s check or money order. If you are experiencing financial difficulties regarding the payment of your rent, DO NOT IGNORE US, please contact the office BEFORE THE THIRD OF THE MONTH to discuss your situation and we will make arrangements with you if we find that to be the necessary solution to your situation.

**Payments** **must** **be** **made** **online** **via** **the** **tenant** **portal** **on** **our** **website**: **www.beckergrp.com**

Special Circumstances, Late Payments, Certified Fund Only Accounts: **Pay** **to** **–** **Physical** **Address**: 40 South Ash Street, Ventura, CA 93001 **Pay** **to** **–** **Mailing** **Address**: P.O. Box 23277, Ventura, CA 93002 **Office** **Phone** **number**: (805) 653-6794

*Payment* *must* *be* *received* *and* *bankable* *Monday* *through* *Friday,* *9:00* *a.m.* *to* *5:00* *p.m.,* *by* *the* *3rd* *day* *of* *each* *month* *to* *be* *considered* *on* *time.*

**LATE** **FEE**

There is a late charge of $75.00 on all rents collected after the third day of each month. ***NO*** ***EXCEPTIONS.*** Therefore, if your rent payment is made after the third of the month, you will need to add $75.00 to your rental payment. If you omit this fee from your rental payment, we will automatically assess the $75.00 late fee to your account and will expect this amount to be paid by you within TEN DAYS.

**NON-SUFFICIENT** **FUNDS**

If you choose to pay your rental payment by personal check and this check should be returned by your bank due to non-sufficient funds (NSF), you need to contact us immediately. (You will be notified by your banking institution and will have prior knowledge that your banking institution will be returning your check.) You will need to make arrangements with us in replacing your NSF check with certified funds or cash in the amount of the NSF check, plus a NSF fee of $35.00 and a late fee of $75.00. *WE* *WILL* *NOT* *RE-DEPOSIT* *YOUR* *CHECK.* *NO* *EXCEPTIONS.* If in the life of your tenancy with The Becker Group, Inc. you have had a total of two NSF checks for your rental payment (this includes all payments made for your Premises regardless of the maker(s)), you will automatically be placed on certified funds or cash basis only for all future rental payments. We will no longer accept any personal checks after two NSF checks. *NO* *EXCEPTIONS*. If your bank is at error that your check was returned, please have the bank write us a letter stating the error was the bank’s and not yours, and it will not count against you.

**NOTICE** **OF** **CHANGE** **OF** **TERMS** **OF** **TENANCY**

When a *Notice* *of* *Change* *of* *Terms* *of* *Tenancy* is issued to you, it is exactly what the title states. It is changing either your monthly rental amount, the length of your *Agreement* or both. It is in fact a document that is an amendment to your original *Agreement*, and you will be bound to it. If you should receive this notice and do not understand the impact it will have on you and your tenancy with us, please call the office (before the effective date), and we will be happy to explain all the aspects to you.

**LESSEE(S)** **NOTICE** **OF** **INTENT** **TO** **VACATE** **UNIT**

When you make the decision to move out of your unit, certain terms of your *Agreement* need to be met to insure a smooth termination of your tenancy and they are as follows:

1. You are not breaking the terms of the *Agreement* or *Change* *of* *Terms* *of* *Tenancy*. You should be on a month-to-month basis or at the end of the your *Agreement* term.

2. You must give The Becker Group, Inc. at least a **30-DAY** **WRITTEN** **NOTICE** **TO** **VACATE** **PRIOR** **TO** **THE** **MOVE** **OUT** **DATE.** **NO** **EXCEPTIONS.**

3. All monies due to The Becker Group, Inc. have been paid and your Lessee(s) account is current with us. You must pay your last months rent. SECURITY DEPOSIT CANNOT BE USED AS LAST MONTHS RENT BY LESSEE(S)*.* ***NO*** ***EXCEPTIONS*.**

4. You will be deemed to be in possession of the Premises until the keys are surrendered to an Agent of The Becker Group, Inc.

The above rules are designed to protect the Premises and to set standards for the convenience of all Lessee(s). We hope you will understand their necessity and that we can count on your cooperation. Please call the office whenever we may be of help.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

**The** **Becker** **Group,** **Inc.**

40 South Ash Street, Ventura, CA 93001 (805) 653-6794 . (805) 653-6795 Fax License #01213236 www.beckergrp.com Mailing Address:

Post Office Box 23277, Ventura, CA 93002

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Residential Lease Agreement or Month-to-Month Rental Agreement [rev.06.17] – page 5 of 5

**SMOKE** **AND** **CARBON** **MONOXIDE** **DETECTOR** **AGREEMENT**

THIS AGREEMENT ENTERED INTO ON THIS DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BY AND BETWEEN THE BECKER GROUP INC., AGENT FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein called Lessor) AND \_ (herein called Lessee(s)). IN CONSIDERATION OF THEIR MUTUAL PROMISES, LESSOR/AGENT AND LESSEE(S) AGREE AS FOLLOWS:

1. Lessee(s) is renting from Lessor/Agent the Premises located at: .

2. This *Smoke* *and* *Carbon* *Monoxide* *Detector* *Agreement* is an Addendum and part of the Residential Lease Agreement or Month-to-Month Rental Agreement between Lessee(s) and Lessor/Agent.

3. The Premise is equipped with smoke and carbon monoxide detection device(s).

4. The Lessee(s) acknowledges the smoke detector(s) were tested and its operation explained by Lessor/Agent in the presence of the Lessee(s) at the time of initial occupancy, and the detector(s) in the Premise were working properly at that time.

5. Each Lessee(s) shall perform the manufacture's recommended test to determine the smoke and carbon monoxide detector device(s) are operating properly at least once a week.

6. Lessee(s) must inform Lessor/Agent immediately in writing of any defect, malfunction or failure of any detector device(s).

7. If local law requires the Lessor/Agent to test the smoke and carbon monoxide detector devise(s), the Lessee(s) shall allow the Lessor/Agent access to Premises for that purpose.

Initial ONLY IF BATTERY OPERATED: .

By initialing as provided, each Lessee(s) understands that said smoke and carbon monoxide detector device(s)

are a battery operated unit(s) and it shall be each Lessee(s) responsibility to:

a. Ensure that the battery is in operating condition at all times,

b. Replace the battery as needed (unless otherwise provided by law), and

c. After replacing the battery, should the smoke and carbon monoxide detector device not work, inform the Lessor/Agent immediately in writing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

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Smoke and Carbon Monoxide Detector Agreement [rev.12.13] – page 1 of 1

**Lead-Based** **Paint** **and** **Lead-Base** **Paint** **Hazards** **Disclosure** **and** **Addendum**

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease Agreement or Month-to-Month Rental Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the Premises known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is referred to as Lessee(s) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is referred to as Lessor.

**Lead** **Warning** **Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor/Agent must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessee(s) must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor** **Disclosure**

Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):

(a) Known lead-based paint and/or lead-based paint hazards are present in the housing.

(explain) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(b) Lessor/Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Lessor/Agent. Check (a) or (b) below:

(a) Lessor/Agent has provided the Lessee(s) with all available records and reports pertaining to lead-base paint and/or lead-based paint hazards in the housing (list documents below):

(b) Lessor/Agent has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Lessee(s)** **Acknowledgment** **–** **initial** \_\_\_\_\_\_\_\_\_\_\_

(a) Lessee(s) has received copies of all information listed above.

(b) Lessee(s) has received the pamphlet entitled, *Protect* *Your* *Family* *from* *Lead* *in* *Your* *Home*.

**Agent’s** **Acknowledgment** **–** **initial** \_\_\_\_\_\_\_\_\_\_\_

(a) The Agent has informed the Lessor of the Lessor’s obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

**Certification** **of** **Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

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Lead-Based Paint Disclosure and Addendum [rev.12.13] – page 1 of 1

**MOLD** **NOTIFICATION** **AND** **VENTILATION** **ADDENDUM**

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease Agreement or Month-to-Month Rental Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the Premises known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is referred to as Lessee(s) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is referred to as Lessor.

It is our goal to maintain the highest quality living environment for our Lessee(s). Therefore, know that the Lessor/Agent has inspected the Premises prior to the Commencement Date and knows of no damp or wet building materials and knows of no mold or mildew contamination.

Lessee is hereby notified that mold can grow if the Premises are not properly maintained or ventilated. It is important that Lessee regularly allows air to circulate in the Premises. Moisture can accumulate inside the Premises if it is not regularly aired out, especially in coastal communities. It is common for mold and mildew to grow if even a small amount of moisture builds up. Allowing moisture to accumulate can cause mildew and mold to grow within the Premises. It is important that the Lessee(s), regularly allow air to circulate in the Premises by using bathroom fan(s) and/or using ceiling fans where available, and regularly opening the windows and/or sliding doors. It is also important that Lessees keep the interior of the Premises clean, free of dirt and debris, and that they promptly notify, in writing, the Lessor/Agent of any leaks, moisture problems, and/or mold growth.

Lessee(s) agrees to maintain the Premises in a manner that prevents the growth of mold or mildew in the Premises. Lessee(s) further agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Lessee(s) agrees to keep the Premises free of dirt and debris that can harbor mold.

2. Lessee(s) agrees to immediately report, in writing, to the Lessor/Agent any water intrusion, such as plumbing leaks, drips, or “sweating” pipes.

3. Lessee(s) agrees to immediately notify Lessor/Agent of overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinetry.

4. Lessee(s) agrees to report, in writing, to the Lessor/Agent any significant mold growth on surfaces inside the Premises.

5. Lessee(s) agrees to allow the Lessor/Agent to enter the unit to inspect and make necessary repairs.

6. Lessee(s) agrees to open windows and use bathroom fan(s), if any, while showering or bathing and to report, in writing, to the Lessor/Agent any non-working fans, if any.

7. Lessee(s) agrees to use exhaust fan(s), if any, whenever cooking, dishwashing, or cleaning.

8. Lessee(s) agrees to use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit.

9. Lessee(s) agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible. [Note: Mold can grow on damp surfaces within 24- 48 hours.]

10. Lessee(s) agrees to notify, in writing, the Lessor/Agent of any problems with the air conditioning, if any, or heating systems that are discovered by the Lessee(s).

11. Lessee(s) agrees to indemnify and hold harmless the Lessor/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney’s fees that the Lessor/Agent may sustain or incur as a result of the negligence of the Lessee(s) or any guest or other person living in, occupying, or using the Premises.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

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Mold and Ventilation Addendum [rev.12.13] – page 1 of 1

**CHECKLIST** **FOR** **VACATING** **YOUR** **UNIT**

Your security deposit is refundable depending on the condition of the unit upon vacating. The terms of your *Residential* *Lease* *Agreement* need to be fulfilled. Deductions from security deposit will be made for time and materials only, which maybe necessary to clean and/or repair the unit for occupancy. We encourage you to spend time cleaning your unit before leaving and to consult with The Becker Group if you have any questions and/or problems. Please provide The Becker Group with your new forwarding address, so that we may return your security deposit without delays.

Your cleaning should cover the following:

· All windows to be cleaned inside and outside, screens brushed clean (except windows that cannot be reached from the outside).

· Any torn and/or broken screens must be replaced.

· Drapery rod hardware dusted, drapes cleaned, and/or mini blinds cleaned. · Clean tracks of sliding doors.

· Porch/patio and/or balcony cleaned.

· Front door, inside and outside cleaned. · Back door, inside and outside cleaned.

· Clean any/all hard surfaced floors throughout the unit.

· Vacuum and clean/shampoo all carpets. Cleaning of carpets must be done by a truck-mounted carpet cleaning service, and provide copy of cleaning bill.

· If a refrigerator is supplied, defrost and empty water, clean inside and outside, bottom grill, drip pan. · Stove/Oven – clean completely inside and out [under burners, drip pans, etc.] Stove hood top and

underneath. Light and grease shield, wall behind stove. · If a dishwasher is supplied, clean front and interior.

· All bath fixtures, ceramic tile, faucets, medicine cabinets, etc. · All light fixtures throughout the unit, porch/patio/balcony too.

· Baseboards around rooms and trim over doors throughout the unit. · Remove handprints on floors and woodwork throughout the unit.

· Clean inside surfaces of all cupboards/closets/cabinets.

· Empty unit and cupboards/closets/cabinets of all debris, hangers, etc.

· The unit should be completely empty and clean upon your final departure.

**IMPORTANT** **NOT** **TO** **FORGET**

· Notify the U.S. Post Office, utility companies, telephone companies and any other services you have used, of your departure and arrange to pay and/or forward all your final bills.

· Resident is deemed to be in possession of the premises until the keys are surrendered to an agent of The Becker Group, Inc.

· AVOID DELAYS - make sure that we have your correct ***forwarding*** ***address***. A check for your deposit refund will be mailed to you within three (3) weeks after you have vacated the premise, unless you’ve made other arrangements with us.

We thank you for your cooperation, and wish you well in your new residence!

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: The Becker Group, Inc., Agent

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Checklist for Vacating [rev.12.13] – page 1 of 1

Tenant Move-InPacket Included in this Packet

Tenant’s Copy of Lease Key Check Out List

Move-in Check List . *return* *within* *14* *days*

Address + Unit

Move-in Date

On-Site Manager

e-mail

cell

Maintenance Requests

Maintenance requests must be submitted in writing. Please e-mail requests to info@beckergrp.com, mail, or hand deliver. Pictures of the issue would also be much appreciated, if possible.

Tenants are responsible for routine maintenance items such as: replacement of light bulbs, smoke/carbon detector batteries, and hvac filters. Maintenance issues arising from tenant’s misuse or negligence, will be charged back to the tenant. Please refer to your lease agreement.

Ants/Spiders come and go, due to seasonal weather, rain, heat, draught... We do not pay vendors to treat these pests. Please keep your premises clean and free of food and trash. Please treat with bug sprays as needed. We also highly recommend and use

Terro Liquid Ant Bait. They can be purchased at Home Depot or Target.

Emergencies threatening the property, during and after ofice hours, please call your on-site manager and our ofice. Medical or fire emergencies, please call 911.

Rent

Rent is due on the First of each month and late after the third. For rent to be on-time it must be received by our ofice on or before the third of each month. Rent must be paid online, via your tenant portal.

Website + Tenant Portal | www.beckergrp.com

The Residential Tenant page on our website has forms that can be downloaded and a Utility Company directory.

The Tenant Portal must be set up to access your payment history, make payments, and submit maintenance requests. Please make sure our ofice has your email and please request your location id and account number.

Internet/Cable/Telephone

Some property’s internet/cable/telephone systems may be in a locked area. If this is the case, a minimum 48-hour notice is required to our ofice or the on-site manager for the set up of your services. These appointments must occur on a weekday.

Utility Companies

Electricity

Southern California Edison (SCE) 800.990.7788 www.sce.com

Gas

The Gas Company 800.427.2200 www.socalgas.com

Water/Sewer

Carpinteria Valley Water Casitas Municipal Water (Ojai) City of Camarillo

City of Oxnard City of Port Hueneme

City of Ventura

805.684.2816 805.649.2251 805.388.5325 805.385.7816 805.986.6524 805.667.6500

Trash

E.J. Harrison & Sons City of Camarillo City of Oxnard

City of Port Hueneme

805.647.1414 805.388.5325 805.385.7816 805.986.6524

Cable/Internet/Phone

AT&T Charter Communications

Time Warner Verizon

800.750.2355 888.438.2427 888.892.2253 800.483.4000

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