



11/08

THIS AGREEMENT entered into «Date» by and between «Owner» "Owner", or "Landlord" and «Residents», "Resident", or "Tenant"

IN CONSIDERATION OF THEIR MUTUAL PROMISES AGREE AS FOLLOWS:

1. Owner rents to Resident and the Resident rents from Owner for residential use only, the premises known as: «Address1» «City»«State» «PostalCode», with the following furniture and appliances: «Appliances».
2. Rent is due in advance on the FIRST day of each and every month, at \$«RentRate» per month, beginning on «StartDate».
3. This agreement is intended to be a «LengthinMonths» month lease expiring on «ExpireDate». **After the above expiration date this agreement becomes a month to month tenancy which, except as prohibited by law, may be terminated by either party after service upon the other of a written 30 or 60 Day Notice of Termination of Tenancy as required by law. In the event either party wishes to end the tenancy at the end of the lease period a written thirty day notice is required.** Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the fair rental value of \$«RentDamageRate» per day.
4. If entire rent due is not received in office by the 3rd of any month, 6% of rent rate may be added to the amount due as a late charge. The late charge does not establish a grace period and all parties agree that the charge is presumed to be the amount of damage sustained because of the late payment as it is impractical and extremely difficult to fix the actual charge. Failure to pay the late fee is a material breach of this agreement. Resident agrees to pay the maximum the law allows for all checks returned by the bank. After two returned checks, Resident agrees to pay with only certified checks for the next 12-month period. Resident agrees to pay the cost to serve/mail notices to enforce this agreement in addition to late fees. Resident agrees that payments, at the option of the landlord, may be credited in the following order: Late charges, NSF charges, repair charges, notice serving charges, other charges, rent, unless otherwise stipulated and agreed to by all parties. Acceptance of any partial payment does not relieve Resident of the obligation to pay any outstanding balance due. The Owner/Landlord may refuse a personal check as a form of payment to cure a Three-Day Notice to Pay Rent or Quit.
5. Rent for the period from «ProRateStartDate» to «ProRateEndDate» is due on the first of «MonthProRateDue» and shall be in the amount of \$«AmtProRate» representing prorated rent from the date of possession.
6. Premises shall be occupied only by the following named persons:«Residents», «ChildrenNames». No persons other than those listed above may reside in the premises. All persons listed above are subject to all of the terms and provisions of this Agreement. No other persons, regardless of age, shall occupy or reside at the premises. Anyone residing, including but not limited to staying overnight at the premises more than three (3) days in any thirty day period shall be considered an unauthorized subtenant and an incurable violation of the rental agreement.
7. Resident, guests, invitees or visitors shall not violate any Governmental Law in the use of the premises, commit waste or nuisance, annoy, molest, or interfere with any other Resident or neighbor. Resident is responsible for the conduct of guests as though Resident engaged in the violating conduct. Resident will not allow any illegal activity or nuisance causing activity to take place on or about the premises. No smoking is allowed in the rental property or in any common areas that may affect other residents.
8. Except as provided by law, no repairs, decorating or alterations shall be done by Resident, without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations requested or contemplated. Resident shall hold Owner harmless as to any mechanics lien recordation or proceeding caused by Resident. Resident shall pay for any missed appointments. Resident will not change locks at any time without Owner's prior written consent.
9. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. **A Check-in Check-out form is a part of this agreement.**



10. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident or Resident's guests. Resident's personal property is not insured by the Owner and Owner recommends that Resident purchase insurance to protect Resident's interest in case of damage or injury caused by Resident. Owner shall not be liable for any loss, damage, theft, or destruction of any of Resident's personal property.

11. Resident shall pay for all utilities, services and charges, if any, and immediately place in their own name, made payable by or predicated upon occupancy of Resident, except: **«UtilitiesOwnerPays»**.

12. Tenant shall indemnify, defend and hold Owner/Landlord and any Agent and Employee of Owner/Landlord harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Tenant or his Guests or Invitees occurring on the premises, except to the extent caused by the acts of the Owner/Landlord, its Agents or Employees. Tenant assumes full responsibility for any and all property of Tenant or third persons under Tenant's control placed, stored, or located on the premises. Owner/Landlord and Landlord's Employees and Agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Tenant shall promptly notify Owner/Landlord or Owner's Agent of any illegal or criminal activity in, or near the premises of which Tenant has knowledge.

13. Resident shall deposit with Owner, as a security deposit in the form of a certified check or cashiers check, the sum of \$**«DepAmt»** payable prior to taking possession. The deposit is not, and may not be applied by the Tenant as a "last month rent". No interest will accrue on the security deposit. Owner may claim (withhold) out of the security deposit such amounts that are reasonably necessary to remedy defaults as follows:

- (a) in the payment of rent,
- (b) to repair damages to the premises caused by resident, exclusive of ordinary wear and tear,
- (c) to clean such premises, if necessary, upon termination of the tenancy, or
- (d) to repair or replace personal property or appurtenances, or
- (e) in the payment of late charges or missed appointment charges that have remained unpaid.

After the Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of any security received and the disposition of such deposit and shall return any remaining portion to Resident, in accordance with California Civil Code Section 1950.5. Resident will not be deemed to have vacated the unit unless and until the keys have actually been personally delivered to the property manager's office AND unless and until all personal belongings have been removed from the interior and exterior of the premises. It is not sufficient for Resident to leave the keys in the residence.

14. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs, but not to exceed \$750.00.

15. Rent shall be sent to: HOMEPOINTE, P.O. BOX 221660, SACRAMENTO, CA 95822 or brought to 5896 South Land Park Drive, Sacramento, CA 95822, or 8856 Greenback Lane, Suite A, Orangevale, CA 95662. or 1220 Melody Lane, Suite 110, Roseville, CA 95678. It is Resident's responsibility to clearly print the rental property address on all checks and correspondence. Failure to do so may result in late fees and other costs of collection being charged to Resident. Resident shall be responsible for any lost or stolen money orders, cashiers checks, unless a written receipt is received by Landlord or Landlord's Agent.

16. Notice upon Owner may be served upon: HomePointe, at: 5896 South Land Park Drive, Sacramento, CA 95822 or 8856 Greenback Lane, Suite A, Orangevale, CA 95662, or 1220 Melody Lane, Suite 110, Roseville, CA 95678. Said firm is authorized to accept legal service on behalf of Owner.

17. Upon not less than 24 hours notice, Resident shall make the premises available during normal business hours to Owner or Owners authorized representative, for the purposes of entering to make necessary or agreed repairs, decorations, alterations or improvements or to supply necessary or agreed services, and to show the premises to prospective or actual purchasers, lenders, tenants, workers or contractors. Tenant acknowledges and agrees that Landlord or Landlord's Authorized Agent shall have the right to perform monthly interior inspections to determine if any deferred or preventative maintenance is required. In an emergency, Owner, Owner's agent or authorized representative may enter the premises at any time without securing prior permission from Resident for the purpose of making corrections or repairs to alleviate such emergency.

18. No portion of said premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by the Resident shall be a breach of this agreement.

19. Resident agrees to keep yards watered, weeded, and raked and keep garbage areas clean for property with no common areas. The «WhoRespYard» is responsible for regular mowing. If Resident does not fulfill responsibilities of yard care as agreed, Owner/agent will, with 10 days written notice to Resident, hire said work to be done and the rent will be increased by \$«IncAmtWatering» per month for watering and \$«IncAmtYard» per month for yard maintenance until termination of this rental agreement or a mutual agreement between Resident and Owner. Resident shall inform the Owner/agent of any condition which appears to be evidence of disease to lawns, gardens, trees and shrubs. Resident is responsible for control of minor pest infestations such as ants, flies, moths, spiders, etc., and such other pests as can reasonably be assumed to be the Resident's importation or responsibility.

20. Resident shall:

- a. Replace or clean the filter in the furnace and/or air conditioner every three (3) months at Resident's expense and at termination of occupancy.

21. **Mold Notification:** It is the Owner/Landlord's and Owner's Agent objective to maintain the highest quality living environment for any and all Residents. You are hereby notified that mold can grow if the premises that you rent is not properly maintained and ventilated. If moisture is allowed to accumulate in the dwelling, it can cause mildew and mold to grow. It is important that all Tenants regularly allow air to circulate in the premises. It is also important that tenants keep the interior of the premises clean and that you **promptly notify** the Owner/Owner's Agent of any leaks, moisture problems, and/or mold growth. The following are possible causes of indoor moisture problems: Humidifiers, steam from cooking, wet clothes on indoor drying lines, leaky roofs or windows, house plants, shower/bath steam and leaks, constant running water/plumbing leaks, and backed up sewers, overflows, or flooding.

Tenant is responsible for maintenance of the premises in a manner that prevents the occurrence of the existence of mold or mildew in the tenancy premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities.

- A. Tenant shall keep the premises including but not limited to all counter and floor surfaces, windows and window sills, free of dirt and debris that can harbor or foster mold.
- B. Tenant shall immediately report to Landlord any water intrusions, such as running faucets, roof leaks, plumbing leaks, drips, sweating pipes, or discoloration of walls and/or ceilings.
- C. Tenant shall immediately notify Landlord of overflows from bathrooms, kitchen, or laundry whether overflow was a result of the condition of the premises or from Tenant accident or misuse.
- D. Tenant shall immediately report to the Landlord any mold growth whatsoever on any surface inside the premises.
- E. Tenant shall allow the Landlord to enter the premises to inspect and make necessary and/or agreed upon or desired repairs.
- F. Tenant shall use bathroom fans, if available, in their units while showering or bathing, and to report to the Landlord any non-working fan. If a fan is not provided in your bathroom(s) you shall use the window for ventilation of steam during and after showers, bathing, and use of water.
- G. Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam, whether in bathroom or other areas of the home, is gone.
- H. Tenant shall use all reasonable care to close all windows and other openings in the premises to prevent outdoor water (ie. Rain, sprinklers, etc.) from penetrating into the interior unit.
- I. Tenant shall clean and immediately dry any visible moisture on the surface of windows and/or window frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of windows and surfaces may "sweat" or become moist due to excessive use of water in the home, laundry being permitted to dry inside, cooking, etc. This water should be removed from the surface of windows immediately such that if the Landlord inspects the premises, no accumulation of the dirt and debris at the bottom of windows and on window sills should ever be seen.
- J. Tenant shall immediately notify the Landlord of any problems with the air conditioning, if any, or heating system problems that are discovered by Tenant. Further Tenant shall immediately report both verbally and in writing any potential mold causing conditions to the Landlord or the Landlord's authorized Agent.
- K. Tenant may not have more than three (3) houseplants inside the residence. Any and all houseplants must be placed on top of a waterproof container that will prevent water seepage onto the surfaces below.
- L. Not less than every other week, Tenant shall inspect beneath cabinets, vanities, sinks, closets, and areas near indoor plants to ascertain whether there are any leaks or excessive moisture.

- M. Tenant shall be responsible to vacuum all carpets and clean all other floor and counter surfaces not less than once per week.
- N. Not less than once per month Tenant shall clean and disinfect the interior and exterior surfaces of all your "inside the home" trash receptacles and trash container, if any.
- O. To allow for air circulation, Tenant shall maintain at least 1" clearance between interior walls and furniture such as couches, dressers, beds, boxes, etc.
- P. Tenant shall regularly inspect any indoor or garage dryer vents to insure that all airflow and exhaust is exiting to the outside.
- Q. Tenant shall indemnify and hold harmless the Landlord and Landlord's Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees that the Landlord may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in. or using the premises.
- R. All notifications must be made both verbally and in writing to the Landlord or authorized Agent for the Landlord.
- S. Violation of any of the aforementioned covenants and conditions shall be considered a material and substantial violation of your Rental Agreement, upon which the Landlord may terminate your tenancy.

22. No loud or unusual noises or boisterous conduct is permitted on or about the premises. This type of conduct is expressly prohibited. No sounds shall emanate from or around the premises in a manner as to annoy neighbors at any time.

23. If renting a residence under authority of a Homeowners Association, Resident agrees to abide by Homeowners Association Rules and agrees to promptly pay any assessments levied by Homeowner's Association for violation of Association rules.

24. _____ If applicable, a "Waterbed Agreement" is a part of this agreement. Otherwise, no waterbeds or liquid furniture allowed.
(Initial here)

25..._____ If initialed, Resident agrees to **PET POLICY, OTHERWISE NO PETS ARE ALLOWED.**
Description of Pet(s) (Type, Size, Weight, Color, Name): **<PetDesc>**.

Whereas Resident desires to keep a pet/pets in the premises and this agreement herein, and this rental agreement prohibits the keeping of said pets without the permission of Owner, NOW THEREFORE, in consideration of the rental reserved herein and on the mutual terms and conditions and covenants of the rental agreement herein, the Owner does hereby grant to the Resident permission to keep the aforementioned pet/pets at the premises subject to the following terms and conditions:

- a. That the pet/pets will not be permitted to cause any discomfort, annoyance, nuisance or in any way to inconvenience or cause complaint from any other resident or neighbor and Resident does hereby covenant that upon receipt of notice from Owner of a complaint by another resident or neighbor, that action will be taken immediately to remedy the cause of the complaint to the satisfaction of Owner.
- b. The aforementioned pet/pets will not be permitted to freely traverse the carpeted areas of the building in any way, or to commit any damage or nuisance in any part of the demised premises or elsewhere in the building; Resident agrees and covenants to be financially responsible for any and all damage, loss or expense arising out of keeping the pet/pets at the premises.
- c. Resident further agrees that aforementioned pet/pets will not be permitted outside Resident's premises unless restrained by leash.
- d. For failure or breach of any of the terms and conditions set forth above, Owner reserves the right to revoke permission to keep the pet/pets at the premises and to terminate the rental agreement herein.
- e. Resident shall not keep any pet with any vicious or dangerous propensities.

26. **Smoke Detector:** The premises is equipped with a smoke detection device(s). Resident acknowledges the smoke detector(s) was tested and its operation explained by Owner and the detector(s) was working properly at that time. Each Resident shall perform the manufacturer's recommended test to determine if the smoke detector(s) is (are) operating properly at least once a week. If the smoke detector is a battery-operated unit it shall be each Resident's responsibility to ensure that the battery is in operating condition at all times; replace the battery as needed (unless otherwise provided by law); and **if, after replacing the battery, the smoke detector(s) does not work; inform Owner or authorized agent immediately in writing.**

27. **City of Sacramento Fluoridation Disclosure:** It is anticipated that fluoridation of both the City's water treatment plants and primary groundwater wells will be completed by April 2000. This accounts for approximately 90% of our drinking water supply. The remaining wells will come on-line soon thereafter and no later than June 2000. The City of Sacramento fluoridation program has been approved by the State Department of Health Services and by the Sacramento City Council last March 1999. The City will adjust the natural levels of fluoride in water supplies to the recommended optimum level of 0.8 parts per million. At this level, fluoridation has proven to be safe and effective in preventing tooth decay. You will not notice a change in the taste, smell or appearance of your water. For more information on fluoride in the City's drinking water, call 916-264-5011. For additional fluoride information contact the State Department of Health Services at 916-327-8903 or visit the American Dental Association website at www.ada.org/consumer/fluoride/fl-menu.html.34

28. If this property was built prior to 1981 the Owner hereby informs Resident's that the building **may** contain asbestos, a chemical known to the state of California to cause cancer. Resident or their guests shall not take or permit any action which in any way damages or disturbs the ceiling in the premises or any part thereof, including without limitation: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come in contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling. Resident shall notify Owner and agents immediately in writing (i) if there is any damage to or deterioration of the ceiling in the premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon occurrence of any of the events described.

29. Lead Paint Disclosure: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

«Address1», «City», «State» «PostalCode»

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (**initial one**):

___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

___ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (**initial one**):

___ Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

___ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment (initial)

(c) Resident has received copies of all information listed above.

___ Resident has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agents Acknowledgment (initial)

(d) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

By Authorized Agent _____

Resident _____

Resident _____

Resident _____



30. As required by law, you are hereby notified that a negative credit rating on your credit report may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations. There shall be no waiver of any Owner rights unless said waiver is set forth in writing and signed by the Owner or the property manager. A waiver by the Owner or property manager of any one or more provisions of this agreement does not constitute a waiver of any other provisions. The acceptance of rent does not waive the Owners right to enforce any term hereof.

31. Drug Free Housing Environment: Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). Resident or members of the household **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITTE, CRIMINAL ACTIVITY,** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise. Resident, any member of the Resident's household, or a guest or other person under the resident's control **SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE,** including, but not limited to, the unlawful discharge of firearms, on or near property premises. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the rental agreement. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence and at the discretion and judgment of Owner.

32. House Policies:

- a. Every vehicle must be operational (no flats, broken windows, etc), have current registration, be parked in a designated parking space, and belong to a current resident of the property or it is subject to being towed. Camping trailers, boats (anything other than cars & pickups without campers) are prohibited. Do not repair vehicles on the premises.
- b. Use of barbecues on balconies, enclosed patios, common areas, and within the premises is prohibited.
- c. Please notify manager in writing to have maintenance work performed. Resident is responsible for any damage you or your guests cause to the property.
- d. Resident is responsible to pay for any missed repair appointments. An appointment is considered missed if not cancelled at least one working day prior to the scheduled appointment.
- e. Trash containers have been provided for refuse and garbage. Any items left in common areas will be deemed trash and disposed of.
- f. Please follow the Laundry Room rules if provided. If none are posted use common sense in use of the facility. The laundry closes at 10 P.M.
- g. All pool users must sign a pool agreement prior to using the pool.
- h. City and County ordinances prohibit use of gasoline or cleaning fluids other than for normal household use at the premises. They are extremely dangerous. Your patio may only be used as a patio and not for storage. No appliances, indoor furniture, boxes, or anything other than patio furniture may be kept in the patio areas. Do not store paint or any flammables at the premises.
- i. Resident or their guests shall not use or keep in the premises or cause to enter or remain in the Premises, any **dangerous substances**, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials.

33. 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.

34. Resident agrees that if they must vacate the property prior to the expiration of this agreement, Resident will be responsible for all costs associated with locating a replacement Resident. These costs include but are not limited to all advertising, leasing fees at property managers regular current rate, and costs of signage. Resident is also responsible for all rent and other charges until replacement Resident has signed a new lease or the lease expires.



35. The following dog breeds are not allowed on the premises at any time: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chow Chows, American Staffordshire Terriers, Doberman Pinschers, Boxers, German Shepherds, Great Danes, Siberian Huskies, Wolf-hybrids, Perro de Presa Canarios and any dog that has any of the above breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.

36. Addenda Attached:

___ Check-in Check-out, move in condition checklist **and California's Proposition 65 Warning Brochure.**
___ Personal Guarantee of Rent&Performance of Lease Conditions. ___ Waterbed Agreement. ___ Pool and/or Spa Agreement
___ Satellite Addendum ___ Other:_____

37. Tenant acknowledges receipt of ___ keys to premises, ___ mailbox keys, ___ common area pool keys,
___ common area gate keys, ___ remote control devices for garage door,
___ other _____.

38. Other:«OtherProvisions»

39. This is the entire Agreement. There are no other promises made by the Owner or Owner's Agent.

40. In the event either party wishes to end the tenancy at the end of the lease period a written thirty day notice is required.

Owner «Owner»

Resident_____

By Authorized Agent_____

Resident_____



Resident_____

5896 South Land Park Drive
Sacramento, CA 95822
916-429-1205

8856 Greenback Lane, Suite A
Orangevale, CA 95662
916-988-5300

1220 Melody Lane, Suite 110
Roseville, CA 95678
916-781-7075

Office Hours 9am-12noon & 1pm-5pm Monday through Friday
P.O. Box 221660, Sacramento, CA 95822
Info@HomePointe.com

Page 7 of 7 Resident Initial _____ Agent Initial _____





___ New
___ Notes: ACH
___ Change Only

Authorization Agreement For Pre-authorized Payments
(For Residents 6/08)

Resident Name: _____ Phone: _____

Date to begin transfer _____ Address of Property Rented: _____

I (we) hereby authorize **HomePointe**, hereinafter called COMPANY to initiate debit entries to my (our) ()Checking ()Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY to debit the same to such account.

The debit amount will be transferred on the 1st of the month or the next business day if the 1st falls on a weekend or holiday. Unless otherwise instructed, the debit amount shall be equal to a full months rent at my current rate. Prorated rents must be paid via check. If funds are not available on the 1st of any month, resident must pay rent by cashiers check or money order as the account will not be accessed again. This agreement may be cancelled if funds are not available on the 1st more than once in a twelve month period or if a balance due exists on the residents account. NSF fees and late charges will apply to all returned items and I agree to pay them promptly.

Depository (Bank)

Name: _____ **Branch** _____

City _____ **State** _____ **Zip** _____

Transit/ABA No. _____ **Account No.** _____

*****Attach a blank check to this authorization (VOID may be written on the check).*****

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination at least 30 days prior to the next transaction date. I understand my account must be current to begin and remain in this program.

PLEASE PRINT

Name(s) on Account _____

Date _____ Signed X _____

Date _____ Signed X _____

Approved by: _____
Property Manager Accounting 16.3.2