

**Rules and Regulations**

**Addendum to Lease Agreement Month to Month Rental Agreement**

**Dated:** \_\_\_\_\_

**For the property known as,** \_\_\_\_\_

**Between, Housing Provider** Harcourts Property Management **and**

**Lessee** \_\_\_\_\_

These rules and regulations are incorporated into and made a part of the above-referenced lease/rental agreement.

**1. GENERAL POLICIES:**

- a. The policies and rules contained herein may be modified and new policies and rules may be implemented by Housing Provider, and shall become effective 30 days after delivery of a copy of the amendment, or amended rules, to Lessee.
- b. A guest remaining overnight on the premises more than 14 consecutive days shall be conclusively deemed an unapproved subtenant under the lease agreement.
- c. Management is not responsible for fire, damage to, or theft of Lessee’s personal property. It is Lessee’s responsibility to properly secure their own personal premises.
- d. Within 3 days from Commencement Day of the Lease Agreement, Lessee shall return to Housing Provider the Move-In/Move-Out Inspection form supplied to Lessee. Any notation shall be filled out and signed by Lessee. If nothing is given to Housing Provider, then it shall be deemed that everything is in good working order and in good condition as stated in the form.
- e. Prior to the Lease termination date Lessee shall deliver to Housing Provider written notice at least 30 days prior to the intended termination date.
- f. In the event of an emergency or good reason to believe one may exist, Housing Provider is authorized to enter the premises during Lessee’s absence immediately and without 24 hour notice.
- g. Owner/HPM requires tenant to obtain renter’s insurance policy with Personal Liability coverage of no less than \$100,000 and naming owners/HPM as “additional insured” on policy.
- h. Any form of harassment or intimidation towards HPM employees or vendors will not be tolerated and constitutes grounds for disciplinary action, including eviction.

**2. SANITATION AND GARBAGE:**

- a. Lessee shall maintain the premises in a clean way and free of accumulations of garbage and rubbish at all times.
- b. Garbage and rubbish shall be disposed of in containers designated for the purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers.
- c. Lessee shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.
- d. No hazardous substances may be disposed of in the garbage containers but must be disposed of as required by applicable health and safety regulations and codes.

**3. CONDUCT IN PREMISES AND COMMON AREAS (if applicable):**

- a. No clothing, curtains or other items shall be hung from balconies or out of windows.

- b. No items of furniture shall be placed in common areas except when actually in use, and in no event shall such items be placed in such a way that they block or in any way impede passage of others.
- c. All furniture must be kept in the premises except when actually in use elsewhere. If Lessee's premises is leased with a private patio or balcony, patio furniture may be permanently placed thereon with the prior written consent of management, provided the same is properly maintained and does not, in the sole judgment of management, become an eyesore.
- d. Lessee shall refrain from creating or permitting his guests or invitees to create any noise or sounds in premises or common areas which is disturbing to other residents or neighbors.
- e. Lessee shall refrain from playing any musical instrument, radio, music system, entertainment system, or television set at a volume which causes disturbance to other residents or neighbors.
- f. Lessee shall refrain, and ensure his guests and invitees refrain, from any conduct which a reasonable person would deem likely to annoy or disturb other residents or neighbors, while in the premises itself, or the common areas and parking facilities.

**4. USE OF THE PREMISES AND COMMON AREAS:**

- a. Lessee is responsible for keeping the premises secure. Except to the extent provided by law, Housing Provider is not responsible for the illegal acts of others, including burglary or theft.
- b. Housing Provider does not provide insurance coverage. Lessee is solely responsible for securing such insurance, including insuring the contents of the premises.
- c. Lessee shall immediately notify Housing Provider if any exterior door or window lock or bar in the premises becomes unserviceable.
- d. Lessee shall not use or store gasoline, cleaning solvents, or other combustible substances in the premises, or any parking or storage spaces provided in connection with his occupancy of the premises.
- e. Lessee shall not use barbecues, grills, or other outdoor cooking equipment indoors, or use them outdoors in such a way as to create a fire hazard or substantial risk of damage to the premises or common areas (if applicable).
- f. No bicycles, play equipment, children's toys, skateboards, or other personal belongings shall be left in the common areas (if applicable) unattended.

**5. ALTERATIONS:**

- a. Lessee shall make no modifications or alterations to the premises without the prior written consent of Housing Provider.
- b. Decorations shall be installed in such a way as not to damage substantially the walls, ceilings, floors and carpets.
- c. Window coverings shall be restricted to curtains, blinds, and window shades. Under no circumstances shall aluminum or other metal foil, newspapers, or any other such substances be used as a window covering.
- d. Costs of clearing plumbing stoppages, or repairing damage to the premises or appliances supplied therewith, which are the result of negligence or misuse by Lessee, shall be charged to Lessee, and be payable upon demand of Housing Provider.

**6. MAINTENANCE/REPAIR:**

- a. Lessee shall notify Housing Provider of any necessary repairs to the premises as soon after the discovery thereof as possible.
- b. Lessee shall not make maintenance requests of Housing Provider maintenance personnel or workmen.
- c. If a maintenance or repair item can be repaired without the need for special training, licenses, or permits and by using common hand tools and off-the-shelf materials, then the repair is to be fixed by the Lessee or someone the Lessee arranges for, at their own convenience and expense.
- d. If the maintenance or repair item requires special training, special tools, licenses, permits, or more than \$100 dollars in parts/materials, then a request for service should be made to Housing Provider.
- e. Maintenance or repair requests must be in writing and can be submitted through our online Resident/Tenant portal, by emailing the Housing Provider at [propertymanagement@harcourtsna.com](mailto:propertymanagement@harcourtsna.com).
- f. Lessee acknowledges general maintenance or repair requests (those which are not considered an emergency and those which do not inhibit the habitability of the premises) will be actioned within a reasonable time period – within 30 days by the Housing Provider.
- g. The Housing Provider reserves the right to refuse maintenance/repair requests if there is reasonable cause to believe that the damage or breakdown requiring repair has resulted from the Lessee's negligence, misuse, or other improper conduct. In such cases, the Lessee may be held responsible for the cost of repair or replacement necessary to restore the condition of the affected item or area. The housing provider will assess the situation, and if it is determined that the Lessee's actions or inactions have directly contributed to the need for repair, the Lessee shall bear the full cost of remedying the issue.

**7. PARKING AND VEHICLES:**

- a. Lessee shall use only his assigned parking space and use it for parking only. No vehicle, as that term as defined. under state law, may be parked anywhere but in a designated parking space. Lessee's guests may park only in the guest parking areas or off the premises. No disabled or unregistered vehicles or vehicles with expired registration shall be parked on the premises, nor may any vehicle be parked in red zones or designated fire lanes. Such vehicles will be towed to a storage yard at the owner's expense.
- b. No changing of oil or other vehicle fluids, installation of oil or other vehicle fluids, or vehicle repairs of any kind or description shall be conducted on the premises, the common areas, parking areas, or driveways.

**8. ANIMALS:**

- a. Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent.
- b. No animal, fowl, fish, reptile, and/or animal of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the Housing Provider.
- c. Whether an animal is approved or rejected remains the discretion of the Housing Provider and/or any applicable legal regulations.
- d. Care and feeding of stray or unauthorized animals or pets is prohibited.

- e. If an animal has been in the Premises at any time during the Lessee's Term, Lessee shall be charged for all costs pertaining to damage to the Premises, de-fleeing, deodorizing, and/or carpet shampooing to protect future residents from possible health hazards.
- f. If Lessee or any Occupant or guest on the premises is found to be in possession of any unauthorized animal(s), Lessee may be charged a fee of no less than \$200 per incident, in addition to the foregoing charges for damages and cleaning.
- g. Housing Provider may treat any of the mentioned violations as a breach of this Lease and pursue legal action and/or commence proceedings for eviction. Lessee and Occupants will also be required to remove the animal(s) from the Premises immediately.

**9. OWNER COMMUNICATION:**

- a. The Lessee acknowledges and agrees that the Owner of the property has appointed Housing Provider – Harcourts Property Management - as the sole and exclusive housing provider to manage all aspects of the leased premises.
- b. The Lessee shall direct all communications, including but not limited to, inquiries, requests for repairs or maintenance, complaints, notices, and any other concerns related to the leased premises exclusively to the appointed housing provider.
- c. Under no circumstances shall the Lessee initiate contact with the Owner directly. This prohibition includes all forms of communication such as telephone calls, emails, text messages, postal mail, or in-person visits or social media messaging.
- d. Should the Owner initiate contact the Lessee, Lessee must immediately inform the Housing Provider.
- e. Failure to adhere to this communication protocol may be considered a breach of this lease agreement and could result in financial penalties (up to \$100 per incident) and include termination of the lease.
- f. In the event of an emergency where the Housing Provider cannot be reached, and immediate action is required to prevent harm to persons or property, the Lessee may take appropriate emergency measures as required by the situation. Following any such emergency action, the Lessee must notify the Housing Provider of the incident as soon as reasonably possible.

**10. AFTER HOURS COMMUNICATION:**

- a. The Lessee acknowledges that the housing provider's standard office hours are 9:00am – 4:00pm on Monday to Friday. All non-emergency communication should be directed to the housing provider within these hours.
- b. The Lessee agrees that any non-emergency communication initiated outside of the housing provider's specified office hours should not imply or expect an immediate response. The Lessee is encouraged to use the designated communication methods provided for non-urgent matters, which will be addressed during the subsequent business hours.
- c. Repeated after-hours communication by the Lessee for non-emergency issues that implies an expectation of an immediate response may be considered harassment and could constitute a breach of the terms of this lease agreement. The Lessee must respect the housing provider's right to manage communications in a structured manner that aligns with the outlined office hours.
- d. Should the Lessee's after-hours communication for non-emergencies become excessive, as determined in the sole discretion of the housing provider, and thus interfere with the

quiet enjoyment or personal time of the housing provider, such behavior may be deemed a potential breach of contract. This may result in the housing provider taking appropriate action, which could include formal warnings or, in severe cases, the initiation of lease termination procedures.

- e. This clause does not restrict the Lessee's right to contact the housing provider in the event of a genuine emergency that poses an immediate risk to health, safety, or property. However, in these circumstances the Lessee is encouraged to also seek the assistance of the appropriate emergency services if the housing provider is for any reason unresponsive.

Receipt of copy acknowledged. I agree to the terms stated above.

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Lessee Name                                      Lessee Signature                                      Date

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Housing Provider Representative Name                                      Housing Provider Representative Signature                                      Date