



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 11/08)

Date \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") agree as follows:

1. PROPERTY:
- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: \_\_\_\_\_ ("Premises").
  - B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_
  - C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_

2. TERM: The term begins on (date) \_\_\_\_\_ or  (if checked) the personal property on the attached addendum. ("Commencement Date"), (Check A or B):
- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
  - B. Lease: and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

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

4. SECURITY DEPOSIT:
- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
  - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
  - D. No interest will be paid on security deposit unless required by local law.
  - E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to \_\_\_\_\_ shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____				
*Security Deposit				
Other cleaning fee				
Other _____				
Total				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Prepared using zipForm® software

Broker: \_\_\_\_\_

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

14.  (If checked) **NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, Authorized Guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint 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.

15. **RULES/REGULATIONS:**

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

B. (If applicable, check one)

- 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
- OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

- 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
- OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_ ): \_\_\_\_\_

- 2 key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
- \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_
- \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord'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 Tenant, operation of law or otherwise, shall, at the option of Landlord,

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

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

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

36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

38. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

39. **MEDIATION:**  
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA);  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

44. **AGENCY:**  
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) \_\_\_\_\_  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) \_\_\_\_\_  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
B. **DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







The following terms and conditions are hereby incorporated in and made a part of the:  Residential Purchase Agreement,  Manufactured Home Purchase Agreement,  Business Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Vacant Land Purchase Agreement,  Residential Income Property Purchase Agreement,  Commercial Property Purchase Agreement,  Residential Listing Agreement,  Buyer Representation Agreement,  Other \_\_\_\_\_

dated \_\_\_\_\_, on property known as \_\_\_\_\_

CA \_\_\_\_\_

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant/Broker")  
and \_\_\_\_\_ is referred to as ("Seller/Landlord/Broker").

1) No smoking, No smoking, No wall coloring. Tenant is required to purchase Renter's insurance.

2) Tenant will be liable for paying any and all the own attorney fees and costs if any action arise, including but not limited to any and all the eviction fees and costs if tenant breach the rental agreement.

3) Monthly rent must be deposited in a FULL amount method, partially deposit will not be acceptable.

4) Tenant shall not sublet the property or assign this agreement without prior written consent to the owner and/or agent. No key transferring to unauthorised, subleasee, assignee.

5) Tenant shall not have the right to apply the security deposit in payment of last month rent.

6) All other terms and conditions to remain the same.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

Broker \_\_\_\_\_

Broker \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM (ADM PAGE 1 OF 1)

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Prepared using zipForm® software

Broker: \_\_\_\_\_

# HOUSE RULES ADDENDUM

New policies and rules or amendments to this document may be adopted by Owner upon giving 30 days notice in writing to Tenant.

*The exercise of common sense and consideration for others should be the only rule necessary to guarantee your personal comfort and enjoyment of apartment living. However, in order for management to protect your rights and property against the occasional offender, the following rules and regulations exist*

The Tenant agrees to abide and agrees to be responsible for the actions of their guests, invitees, family members, associates for the following:

## NOISE AND CONDUCT

- 1) Do not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons. All music must be turned down at 9 PM each day to where only you may hear the music.
- 2) Refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at a volume that disturbs other persons and consider using headphones as an alternative.
- 3) Refrain from and ensure that Tenant's guests also refrain from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
- 4) Refrain from creating or allowing to be created, any noise that is disturbing to other tenants DURING ALL HOURS.

## CLEANLINESS AND TRASH

- 1) Keep the apartment clean, sanitary and free from objectionable odors at all times.
- 2) Ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Tenant's unit.
- 3) Ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 4) Ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Tenant shall ensure that large boxes are broken apart before being placed in the trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.
- 5) Be sure that furniture and all other personal property of the Tenant is kept inside the unit and that unsightly items are kept out of view.
- 6) Refrain from leaving articles in the hallways or other common areas.
- 7) Refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- 8) Refrain from disposing of any combustible or hazardous material in trash containers or bins
- 9) Tenant agrees to comply with all local, state and federal laws.

## SAFETY/SECURITY

- 1) Security is the responsibility of each Tenant and each guest. Owner assumes no responsibility or liability, unless otherwise provided by law, for tenants' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
- 2) Do not prop open or prevent from latching any keyed main entry doors.
- 3) Ensure that all the apartment doors and windows are locked during Tenant's absence.
- 4) Ensure that all appliances are turned off before departing from the premises.
- 5) When leaving for an extended period, Tenant should notify Owner how long Tenant will be away.
- 6) Prior to any planned absence from the unit, Tenant shall give Owner authority to allow entry to the unit to any person or provide Owner with the name of any person or entity permitted by Tenant to enter the unit.
- 7) No smoking is allowed within the rented unit and in any interior common areas of the property.
- 8) Refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
- 9) Refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings if such use would constitute a fire hazard. Active fires should never be left unattended or burning without a protective metal fire screen present. Never burn trash or paper or plastic. Allow the ashes sufficient time to cool before disposal.
- 10) Ensure that no personal belongings, bicycles, play equipment or other items shall be left unattended in the stairways or about the building.
- 11) Do not enter on by way of the window Owner's written permission IS NEEDED

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