SECURITY DEPOSIT ADDENDUM TO RENTAL AGREEMENT

Resident(s): _____

Street Address: _____, Unit # _____

City: _____, CA Zip Code: _____

Security Deposit: $_____   Paid By: ☐ Cash   ☐ Check   ☐ Money Order   ☐ Deposit Transfer

NOTE: This form is NOT a receipt for payment of rent.

1. Refund of the full Security Deposit by Owner to Resident depends upon Resident's full performance of the following terms of this Addendum. Resident agrees in order to avoid deductions from the Security Deposit:
   A. To deliver to Owner a written notice of Resident's intent to vacate at least 30-days prior to any such vacating and to vacate in strict compliance of such notice;
   B. To pay in full all rent, late charges and other charges, if any, according to the terms of the Rental Agreement;
   C. The Premises shall not be damaged nor evidence any use by Resident beyond ordinary wear and tear;
   D. The entire Premises including (if any) range, filter(s), screen(s), refrigerator, bathroom(s), closet(s), walls and carpets shall be cleaned professionally by a licensed, insured company, to Owner/Agent's satisfaction, and such satisfaction, if expressed shall be evidenced by a written cleaning-release of Resident;
   E. To remove all rubbish and discards from the Premises and to dispose of the same in proper disposal containers;
   F. To return all keys to the Premises to the Owner/Agent on vacating the Premises.

2. All costs of labor and materials for needed cleaning, repairs and replacement beyond ordinary wear and tear based on Premises condition following inspection will be deducted from the Security Deposit;

3. If the Premises must be repaired or repainted, Resident will be charged for the unused portion of the item damaged or the current paint job, as follows: A new carpet is deemed to last 5 years and a new paint job is deemed to last three years. If, for instance:
   A. The Premises had a new carpet and a new paint job at the commencement of the tenancy;
   B. Resident vacates after one year; and,
   C. The Premises, because of its condition, is required to be re-carpeted and/or repainted;
   D. An amount equal to 4/5's of charge for the carpet when new and 2/3's of the charge for the paint job when new will be deducted from Resident's Security Deposit.

4. No portion of the Security Deposit refund shall be used or claimed to offset any rent or other amounts that may be due to Owner until Premises have been vacated by all persons and the keys returned to the Owner/Agent.

5. Any Security Deposit refund due to Resident shall be mailed to Resident to the forwarding address left with the Owner/Agent or, if none, to Resident in care of the Premises, within 21 days of Resident's vacating. The refund check will be payable jointly to all persons who appear as "Resident" on the Rental Agreement.

6. The front of the refund check may state: "Any alteration of the endorsement shall make the check null and void." The endorsement may read: "Endorsement by Resident constitutes a full release of all claims against Owner/Agent, including any claim for further refund of the Security Deposit."

7. Resident represents and warrants that Resident has been advised about the house rules, occupancy obligations, standards of conduct, vacating procedures and Resident's right to request an Initial Inspection at termination. Resident understands and/or agrees to such rights and obligations.

8. Resident understands that the Premises are not in full security complex and that Owner does not employ security personnel to patrol the Premises to provide for Resident's safety. Owner does not take responsibility to mediate disputes between or among Residents and the obligation to resolve disputes with others on the Premises is accepted by Resident as one of the obligations of the tenancy. Each Resident assumes the risk of residing on the Premises for himself/herself, his/her or their children and /or their personal property, without recourse against the Owner/Agent of the Premises.

9. This Addendum is incorporated into the Rental Agreement between Owner and Resident.

Resident: _____   Date: _____