



## Tenancy Terms (Rev. 11-25)

### Walk-Through Inspections

The purpose of the walk through is to note the dwelling condition and to inventory the contents in writing. Venture Property Management (VPM) will generally do the move-in walk through the day the tenant takes possession of the property. In some cases, VPM may do the inspection before or shortly after the tenant takes possession. The tenant should carefully inspect the dwelling after move-in and immediately report in writing to VPM any additional findings that were not noted on the move-in inspection.

**Deficiencies not reported to VPM within 3 days of move in will be considered as occurring during the tenant occupancy.**

Prior to move-out, the tenant is entitled to an initial inspection to allow the tenant time to repair any findings prior to moving out. The initial inspection is not a requirement and will only be conducted at the written request of the tenant. By signing this form, you are acknowledging that VPM has notified you of your initial inspection rights and you waive the right to the 48-hour written notice requirement for initial inspections. The initial and move-out inspections may not be a comprehensive list of all deficiencies.

The move-out inspection will generally be conducted the day the tenant relinquishes possession and hands over all keys to the premises. In some cases, VPM may do the inspection shortly after the date of relinquishment. The tenant is responsible for remedy of any damages, beyond normal wear-and-tear, that occurred during their tenancy, regardless of whether those damages are noted during the initial or move-out inspections. **The tenant waives the right to receive the statutory move in, move out, and after repair photographs.**

### Security Deposits

The security deposit may be used for any purpose allowed by law, including to compensate Landlord for Resident's default in rental payments, to repair damages to the premises (exclusive of ordinary wear and tear) caused by Resident, guests, and other household members, to clean the premises, and to remedy future defaults by Resident in any obligation under the rental agreement, including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

Tenants may not apply any of the security deposit to the last month's rent. Tenants are not responsible for normal wear and tear caused by normal and reasonable use of the premises. Tenants are responsible for damages caused by careless or negligent use of the property, theft, vandalism, or damages caused by not reporting problems such as, but not limited to, water leaks or non-functioning exhaust fans in a timely manner.

An itemized summary of the charges being deducted from the security deposit will be mailed to the new address provided by the tenant within 21 days of the move-out inspection. If the tenant does not provide their forwarding address within 21 days, the disposition will be sent to the last known address.

### Cleanliness

The tenant is expected to keep the property clean. The tenant may not store any unapproved items on the property. Properly clean up any spilled food or drinks immediately. Do not allow your pets to relieve themselves inside the dwelling except in a dedicated litter box, which is to be regularly cleaned. Under no circumstances smoke inside of the dwelling, including the garage. Do not allow your vehicles or tools to leak fluids on to the ground. Do not keep inoperable vehicles on the property without written permission from the landlord. The use of flushable wipes or cleaning agents that damage surfaces are prohibited. The Tenant is responsible for any damages caused by the use of these items.

Upon move out, the tenant should clean the entirety of the house including, but not limited to, appliances, bath tubs and showers, inside drawers, inside cabinets, shelving, windows and window tracks, closets, and under sinks. It is recommended to have the carpets and tile grout professionally cleaned. All items installed by the tenant should be removed including shelf paper, wall decals, and fixture brackets. Small nail holes are considered normal wear and tear but large holes from fixtures should be patched, textured, and painted to an exact match. Patios, driveways, and walkways should be swept clean. The utility trash cans should only contain permitted items and should not be overfilled so the lids cannot close. All personal belonging must be completely removed from the premises at move-out except as permitted by the landlord in writing.

Tenant Initials (\_\_\_\_), (\_\_\_\_)



### **Rent Payments**

Monthly rent payments can be made online through the tenant portal. The tenant is encouraged to pay by ETF from a checking account. Payments made by credit card will be subject to credit card convenience fees. Payments can also be made at our office location 7471 N Remington Ave #103, Fresno, CA 93711. Acceptable payment methods are personal check, cashier's check, or money order. There is a slot on the door for dropping off checks after hours. Use the slot at your own risk. Envelopes are not provided. The office is monitored by security cameras. **Cash can be accepted by appointment only and should never be deposited through the slot at the office.** Repeated bounced payments may result in tenant only being allowed to pay by cashier's check.

Payments should be received in full (either electronically or dropped off at the address above) no later than 11:59PM on the day specified in the lease. If not, the tenant will be subject to the late fee amount specified in the lease. Payments sent through the mail should arrive by this date to avoid a late fee. VPM is not obligated to remove late fee because of delays caused by the postal service.

Positive Rent Payment Reporting is available through a third party if you would like your rent payment history reported to the credit bureau(s). There is a monthly fee for this service. Please let VPM personnel know if you would more information regarding this option.

**Tenant payments will be allocated in the following manner (as applicable): First to any miscellaneous fees, charges, or reimbursements due to either the owner or VPM, then to any due non-sufficient funds (NSF) fees, then to late fees, then to any past-due rent, then to current-due rent, then to rent prepayments.** As future charges are incurred by the tenant, rent prepayments will be allocated in the same manner.

### **Pets**

Only pets stipulated on the lease are allowed in the dwelling for any amount of time without written permission from VPM. **Pet sitting for others or allowing visitors to bring their pets to the property is strictly prohibited.** Service animals are not considered pets but VPM should be notified in writing of their presence on the property. Damages caused by service animals are still the responsibility of the tenant.

### **Insurance**

The tenant is strongly encouraged to carry renter's insurance. The owner's insurance policy will not cover the loss of the tenant's personal items in the event of fire, theft, or vandalism nor alternative housing for the tenant in the event the property becomes uninhabitable.

### **Keys and Remotes**

The move-out process is not considered complete, and the tenant is still responsible for the monthly rent charges, until all personal items are removed from the property and all known keys and remotes are returned to VPM.

VPM will change door locks between tenants. Other locks such as mailbox locks, gates, or padlocks may not be rekeyed between tenants. Occasionally, property owners will turn the property over to VPM without rekeying the locks when they have converted their personal residence into a rental. The tenant is not permitted to rekey locks without written permission from VPM and a copy of all keys must be provided to VPM within 24 hours of rekeying.

In the event the tenant is locked out of the dwelling, they can request a door opening from VPM. If VPM staff is available, and opens the door for the tenant, the tenant will be subject to a \$35 lockout fee. There are no guarantees that a VPM staff member will be available to open doors for lockouts. In this case, the tenant will need to call a locksmith and pay the locksmith to open the door. The tenant is responsible for damages caused by a locksmith.

### **Utilities**

Unless specified otherwise in the lease, all utilities should be switched into the tenant's name before taking occupancy. The tenant is responsible for any utility charges incurred during their tenancy, even if the utility bill is received after the security deposit balance has been refunded.

Tenant Initials (\_\_\_\_), (\_\_\_\_)

### Inspections

For most properties, VPM will conduct a full inspection of the dwelling approximately every six months. At these inspections, VPM's staff or independent contractors will do a full inspection of the property, including, but not limited to, inside bedrooms and closets, under sinks, and the building exterior. **Tenant will allow access to the entire property for these inspections.** During this inspection, photos may be taken of the inside and outside of the property. Any findings will be reviewed by VPM and shared with the owner of the property. These inspections may result in repairs needing to be completed or corrective action if any lease violations are discovered.

VPM staff or independent contractors will also change HVAC filters and inspect the smoke and carbon monoxide alarms (filter change) approximately every three months. Entry into the property is required for filter changes. The tenant is not permitted to do this themselves. The tenant will allow access to the HVAC filters and all of the smoke and carbon monoxide detectors for filter changes. Reports are generally not generated for filter changes but any observable findings may be reported to VPM and could also be subject to corrective action. **Photographs and video (with audio) may be taken during these inspections for the safety of the inspectors and the tenants as well as for documentation of any findings.** By signing this agreement, the tenant acknowledges and agrees to VPM staff and independent contractors collecting video, audio, and photos of the interior and exterior of the unit during inspections.

VPM staff or subcontractors will attempt to make an appointment with the tenant for both property inspections and filter changes but may issue a 24-hour notice to enter if the tenant does not respond in a reasonable amount of time. At least three contact attempts will be made prior to issuing the 24-hour notice to enter. **Tenants that do not respond to multiple attempts to schedule appointments will be charged a \$25 Non-Engagement fee. Tenants cancelling appointments with less than 24-hour notice will be subject to a \$25 cancellation fee.** Refusing entry after an appointment has been scheduled or after a notice to enter has been issued is a violation of this agreement and subject to fees and/or termination of the agreement by VPM.

### Regular Use Items

The Tenant is responsible for the replacement of light bulbs, batteries, and filters (except HVAC filters). If unfamiliar with how to change these items, or if you feel it is unsafe to do so, please contact a third-party handyman service to change them for you. Never climb on ladders or open up appliances if you are not absolutely sure it is safe to do so.

If a smoke or carbon monoxide detector is removed from its installation bracket by the tenant, the tenant will notify VPM within 1 business day so the detector can be fixed or replaced. Failure to notify VPM of a removed smoke or carbon monoxide detector is a safety hazard and violation of this agreement and the tenant will be assessed a \$25 smoke detector re-installation fee or pay the cost of replacement.

### Repairs

**For emergencies like fire, gas leaks, criminal threats, or medical emergencies, call 911.** The tenant will notify VPM of any damages or defects the property as soon as possible by submitting a task through their tenant portal. If this is not possible call 559-668-0008 to report the damages or needed service. For urgent needs like water leaks or non-functioning HVAC in extreme heat, immediately call 559-668-0008. The contractor may contact the tenant to schedule a repair appointment. **Cancellation of appointments with less than 24-hour notice may result in a cancellation fee to the tenant.**

In some cases, failure to report a needed repair can result in additional charges to tenants. Examples are, but are not limited to, a water leak that results in additional damage to the dwelling or non-functioning sprinklers resulting in landscaping death.

The owner of the property is the final decision maker on which repairs or upgrades will be completed and which contractor to use. Non-emergency repairs will usually be completed within 30 days of being reported, but this is not guaranteed. VPM will make reasonable attempts to get urgent repairs, defined above, completed as soon as possible. If the tenant is non-responsive to VPM staff or contractors, or cancels repair appointments, or if the repair is deemed by VPM to be a very minor issue, this process can take longer.

Tenant Initials (\_\_\_\_), (\_\_\_\_)



**Cameras**

Installation of video camera doorbells are permitted so long as they do not point directly into another person’s home. The Tenant cannot install cameras on any other part of the home without obtaining written permission from VPM. Cameras should never be used to invade the privacy of the neighbors. The Tenant agrees to remove installed cameras if requested for any reason by VPM.

**Neighbors**

Unless the occupants of a neighboring property are causing damage to the property, problems with neighbors are not generally something that VPM can assist with unless that neighbor is also a tenant under our management. In general, nuisances caused by neighbors is best handled by calling the police or through civil action.

**Guests**

Unless stipulated otherwise in the Residential Lease or Month-to-Month Rental Agreement, guests are permitted to stay no longer than 14 days consecutively or 21 calendar days per year. You will be responsible for any disturbances or damages done by your guests.

**As-Is**

The tenant is taking possession of the property in its PRESENT physical condition and with its current features. Any requests for changes, including requests for additional security features or removal of owner-owned stored items, are considered a request for an upgrade and may or may not be accepted by the owner, who is the final decision maker.

**Property Use**

Unless otherwise stated, the tenant will only use the property as a personal residence. The tenant may work from home or conduct lawful remote business activities that create no additional foot traffic, no noise, and no use beyond normal residential use. The tenant will not leave the property vacated for extended periods of time. Subletting of any kind is strictly prohibited. The property will not be used for any business activities.

**By signing below, you acknowledge that you have carefully read this agreement, understand all of its terms, and you are entering into it voluntarily.**

Tenant Signature(s): \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_