

LEASE RENEWAL & NEW ROOMMATE POLICIES



I. LEASE RENEWAL POLICIES

It is our policy to have all of our units rented for a fixed-term as opposed to month-to-month. In most cases when we rent a unit, the initial term is for one year. However, in the event there is an off-season vacancy (September through May), we will offer shorter leases that expire on May 31st or July 31st of that year or the following year so as to bring them back to the correct annual lease cycle. The expiration date options offered are different depending on the building location and unit type.

Once the initial term of the lease is over, it **does not** automatically continue on a month-to-month basis or automatically renew for another year. Unless you sign an addendum by the deadline stipulated in your lease that extends the lease for another year, we will assume that you will be vacating at the end of the term. In most cases, you will need to sign the addendum no later than 90 days before the lease expires, though some of our leases require a signed addendum as early as 60 days or as late as 180 days before the lease expires.

You can expect to receive your Renewal Packet at least 21 days before the deadline to renew. The letter will stipulate any changes to the Lease and will give you the option to either extend the Lease or to confirm that you will be vacating at the end of the current term.

We always hope that our residents will choose to extend their lease with us. We value your residency and will do whatever we can to make your stay better. But, unfortunately, we cannot offer any flexibility with respect to our lease renewal policy. **We never offer six-month or month-to-month lease renewals.** We apologize for any inconvenience this may cause, but our management contracts do not offer us this option.

FREQUENTLY ASKED QUESTIONS:

What if I cannot decide by the deadline?

You should immediately contact Premium Properties if you do not think you can decide by the required deadline. Depending on the property and the time of year, we may be able to give you a short extension of a few days or weeks. However, once the Termination Letter is sent, we will begin marketing your unit and it is possible that it may be rented to another person. We often have waiting lists for certain buildings.

What if one or more roommates want to stay, while the others want to leave?

Certainly, for a variety of reasons, the original group may not want to continue staying together in the rental for another year. This is what we call a Split Renewal. Again, it is always our preference to have somebody extend the lease. So, you can certainly sign the lease extension even if the makeup of the group will be changing at the end of the term. The procedure is as follows:

1. The roommate(s) who wants to stay should indicate that they are renewing.
2. The roommate(s) who plan on vacating should indicate that they are vacating.

It is important to remember that those roommates who decide to extend the lease will be responsible for finding new qualified people to replace those that are leaving. Each person who is found must be screened, qualified, and approved by us prior to moving into the rental. The process starts by completing a Roommate Replacement Request. This is where you notify us who you wish to have move into the apartment. Once this is submitted to us, along with a rental application for the person applying, and any required screening fees, we will process it and let you know if your Roommate Replacement Request is approved. Keep in mind a cosigner application will also need to be submitted if the new roommate needs a cosigner to qualify. **Please remember that it is a material violation of your lease agreement to allow somebody to move-in without prior written approval by us.** Finally, again the responsibility for finding a new roommate falls on the people have committed to the new term. The situation is very different if a Roommate wishes to vacate in the middle of a term. Of course, in that circumstance, the outgoing Roommate is responsible for making sure that somebody is found to cover their portion of the rent.

What if some of my roommates are unsure as to what they want to do or originally were planning on moving, but then decide to stay on for another?

This is a very common situation. Since the decision to extend the lease is made so far in advance, it is possible that it may be too early for some of the roommates to decide what they want to do after the current term expires. While ultimately all members will need to decide what they want to do, from our perspective it does not really matter who is staying and who is going. So long as we get one signature from a roommate who plans to extend the lease, we will not put the unit on the market and re-rent it. Instead, we will assume that somebody will be living in the unit and will be responsible for all the obligations to the lease till new term ends.

That being said, we will expect that at some point before the current term expires that those roommates who are moving out will be either replaced, released from the lease or change their mind and decide to stay. We don't update our Resident list until we receive the appropriate request forms. So, it is important to complete the relevant procedures that are described below so that when the entire group moves out the parties to the lease will match who is to receive the security deposit.

Remember, those roommates who have agreed to extend the lease need to get clarity ASAP on the plans of their other roommates. It may seem like a long time between when the lease extension was signed and when the current term expires. But, if new roommates need to be found, the longer you wait to get started the harder it can be to find the right person. Each year, we have a few situations that occur where the roommates who planned to stay thought that they had commitment either the existing roommate or a new roommate, only to later have them change their mind at the last minute. And, without anything signed in writing, there really isn't much recourse for those Residents staying. So, we suggest that you come up with a deadline for those that are unsure to commit to the new term. We also recommend that at some point that all members of the group that plan to stay sign a Roommate Agreement, which is attached below, that will further memorialize the decision of each person extending. While signing it is optional and there is no need to provide it to us, this could be beneficial should there be any disputes in the future regarding each roommate's commitment to the upcoming term.

If a roommate decides to move out and not renew their lease, is he or she still responsible for the rental even after the lease term expires?

The answer is **YES** to the Owner/Agent but **No** to those roommates renewing the lease. All parties to the lease remain responsible to the agreement until either the unit is completely vacated at the end of the contract or Premium Properties has officially released them, in writing from the contract. **This means that even if one of the members of a group does not decide to renew, he or she is still a party to the lease and all future extensions, until the entire apartment has been vacated and all outstanding balances owed are paid in full.** Those members of the group who move out at the end of the term and their cosigners, if applicable, become Former Resident Guarantors to the lease. So, it is important that those members leaving make sure that either the people who are staying can afford the apartment on their own or have located new roommates to take over the spots of those moving out.

Virtually the entire state of California rental market is subject to laws that require Just Cause for Eviction, which prohibits rental housing providers from asking people to move out unless there is an actual violation to lease. Furthermore, if there is a violation, we must go to court to exercise our rights. Therefore, there is no way for us to require anybody to move out if we think or even know that they no longer can afford the unit. Thus, we have no choice but to keep those leaving responsible for fulfilling the terms of the contract.

The following real-life example helps illustrate the consequences of not paying attention to what happens at the end of the term of the lease. We had a four-bedroom apartment that had seven people living in the unit. One of the roommates, was loud, obnoxious, broke internal house rules, and stopped paying rent to the group for three months before the lease was up. The other roommates covered the rent because everyone is technically legally responsible for paying all the rent. They figured; they would eventually get some of it back from the Security Deposit.

When it was time to renew the lease, they asked the problematic roommate if they planned to stay, and the person said yes. They then told that person that none of the other roommates wanted to stay if that person stayed. But that did not deter them from renewing the lease for another year. At Premium, we received a Lease Extension with one signature from one roommate on a \$5,000 apartment. We had no idea of the internal situation and expected that over the next few months some new roommates would be submitted for approval. But this never happened.

Two months later, the roommates moved out and the remaining roommate never found replacements and did not pay June, July and August rent. As a result, we had to sue for eviction and lost rent. All members of the group and their cosigners were parties. Ultimately, we settled for tens of thousands of dollars with everyone in the former group paying the bill and the person renewing paying nothing. This is an extreme example. However, one that will hopefully clarify why all roommates must be considered Guarantors even when they move out.

Of course, there are times when say four people living in a two bedroom want to keep the apartment with only two people, which is totally fine. If that is the case, the remaining roommates can submit a "Request to be Removed as a Former Resident Guarantor" (See Attached Form).

Will Premium Properties send me back my portion of the security deposit if I decide to move out and my roommates decide to stay?

NO. We are only required to return your security deposit back to you, minus any deductions, once the entire unit is vacated, all keys are returned to us and a final inspection is performed. However, when a Roommate vacates, it is the responsibility of the remaining Roommates to provide a disposition of the security deposit, pay any required interest and issue a check within 21 days of the Roommate vacating. Unfortunately, Premium Properties cannot enforce the requirement to receive an outgoing Roommate's deposit timely. In the event, disputes arise in regard to the deposit, it is recommended that the Outgoing Roommate seek legal advice and/or file a lawsuit in Small Claims Court. **REMINDER: The remaining roommates may be left financially responsible for damages caused by the outgoing roommate.** So, it is important that the unit is inspected, and appropriate deductions are made to compensate the remaining roommates for damages that might be assessed in the future by Premium Properties.

II. NEW ROOMMATE POLICIES

When the lease is first signed, everyone who is approved to move-in and signs the rental agreement is considered an Original Roommate. They all have the same rights and responsibilities. However, occasionally roommates may need to be replaced or added on. This could happen in the middle of an existing term or right before the start of a new lease term. The following policies describe how we handle such requests.

Roommate Replacement Requests

When a Roommate wishes to move out during the term of a current lease or has agreed to extend the lease for another term and has changed their mind and is thus responsible for locating the person to take over their responsibilities, that person should submit to Premium Properties a "Roommate Replacement Request." Premium Properties will grant a request to replace an existing roommate with another roommate under the following conditions:

1. The current group of roommates has paid their rent timely and has followed the other terms of the rental agreement. This includes not allowing a new roommate to move in to the unit without receiving approval from us. In other words, the original group will receive a positive tenancy reference from us.
2. We have received a completed "Roommate Replacement Request" signed by all parties (the incoming roommate, the roommate who plans to move out and the roommates who plan on staying). It is important to note that the outgoing roommate cannot just find anybody to move in; the other housemates have to agree to the switch and all remaining roommates must sign the request form.
3. The prospective new incoming replacement roommate will need to complete a rental application (available online at www.premiumpd.com) and submit the appropriate screening fees and screening material with financial documentation. The new roommate must qualify under our Tenant Screening Policy. If a cosigner is needed for the new incoming roommate to qualify, a cosigner application must also be submitted.
4. The new roommate must agree to all of the terms of the existing rental agreement and any extensions signed by the previous group.

5. Upon the new roommate's approval of their application, Premium Properties will sign the "Roommate Replacement Request" and send a copy to all roommates, which confirms the date that the vacating Roommate will be released from all obligations and when the new Roommate can move in.

At no time should the new roommate move into the apartment until this process has been completed. Doing so would be a material violation of your rental agreement and could subject you to Eviction.

Roommate Add-On Request

Occasionally, residents in our properties will want to add a new roommate to replace one that is vacating at the end of the term of the lease (as opposed to the middle – see "Roommate Replacement Request") or add an additional roommate which will thus increase the occupancy beyond the total number of residents who originally occupied the premises. Premium Properties has sole discretion as to whether to allow the increase in occupancy and may deny the request without cause. In addition, Premium Properties may condition the approval by requiring the total rent to be increased by as much as 10% for each additional occupant to the apartment, in order to compensate for increased wear and tear and utility usage or to help bring the unit to the current market rent. We will inform you upon receiving your request and before processing it if additional rent and/or security deposit will be required.

In order to add a roommate, the existing group and potential new additional roommate will need to complete a "Roommate Add-On Request" (see below). In addition, the prospective roommates will need to complete a rental application (available online at www.premiumpd.com) and submit the appropriate screening fees and supporting documentation and qualify based on our Tenant Screening Policy. If a cosigner is needed for the new incoming roommate to qualify, a cosigner application must also be submitted. Once the screening process is completed, Premium Properties will approve or deny the request and return a copy of the completed and approved "Roommate Add-On Request" to the new group, including the additional roommate.

In the event the "Roommate Add-On Request" results in a monthly rent and subsequent security deposit increase, the additional funds must be paid in the form of cashier's check and/or money order prior to Premium Properties approving, signing off and returning the "Roommate Add-On Request" to the new group and new resident.

At no time should the new additional roommate move in to the apartment until the request has been approved and Premium Properties has returned the request with the "Approval of New Roommate" section signed and dated to the entire group and any additional funds have been paid (if applicable). This is a clear violation of your rental application and you may be subject to Eviction proceedings.

FREQUENTLY ASKED QUESTIONS:

Is there a difference between replacing a roommate, who will move-in at the start of a new lease term versus in the middle of an existing term?

YES. Each person in the lease is jointly and separately responsible to the contract for at least till the end of the existing term. There are situations where that responsibility could continue even after an individual person moves out. When a group of roommates agree to live together for a year and one needs to move-out for any reason, it is the responsibility of the person moving out to find somebody to take over responsibility to their personal commitment to the other roommates. The other roommates also need to agree to allow the proposed roommate to move in. Because of certain state laws, that agreement cannot be unreasonably withheld. But, in general the outgoing roommate finds a person that the other roommates want to live with.

However, if a roommate has not signed the renewal and is moving out on the day the current term ends, then the outgoing roommate is not required to complete a “Roommate Replacement Request.” The responsibility to find the person is not on the outgoing roommate. Instead, the remaining roommates should submit a “Roommate Add-On Request” and simply indicate which roommate is moving out. Upon approval, the former roommate will receive confirmation that they are no longer have any responsibility to the lease agreement. In the event, no roommates are added to replace and outgoing roommate at the end of the term, then the Outgoing Roommate will remain a Former Resident Guarantor.

How can I be officially released from the contract in the middle of the term of the lease?

In order to be released from the contract, you have to either have another qualified roommate take over your position on the lease by completing a “**Roommate Replacement Request**” (see attached form), which once approved by Premium Properties, by default releases you from your obligations to the lease (see below for Roommate Replacement Policies) **OR** you must make an official “**Request to be Removed from Rental Agreement**” (see attached form). Both forms require your other Roommates to agree to the change. However, agreeing to a Roommate Replacement Request cannot be unreasonably withheld. The Remaining Roommates can provide some reasonable requirements for the type of person that should be allowed to replace the outgoing roommate so long as it does not violate fair housing laws, as well as a reasonable amount of time to find somebody. However, if no person is found or the people found qualify financially but are not people that the Remaining Roommates like, then the Remaining Roommates will need to decide whether they want to keep the apartment without a Replacement Roommate or collectively consider working with Premium Properties to find somebody to take over the entire lease. This is due to the legal requirement to Mitigate Damages when somebody including individual roommates need to break a lease.

“Requests to be Removed from Rental Agreement” will be granted so long as the group has not defaulted on the lease **and** so long as the remaining roommates still qualify for the unit and meet our tenant screening criteria based on their original application and screening materials.

Under certain circumstances, your group's approval for the rental may have been dependent on the outgoing resident's financial strength. For example, it is possible that the income of the remaining roommates may not equal three times the monthly rent, unless the outgoing roommate's income is

included. If the remaining roommates do not qualify based on information found in the original file, they have the option to reapply for the apartment and present us with more current information to meet the required income/savings guidelines. Unfortunately, this will require new application forms and payment of all relevant screening fees.

In the event the remaining roommates still cannot qualify after re-applying, then unfortunately the outgoing resident will still remain a party to the contract and still be responsible for the rental. This, of course, is extremely problematic as the outgoing roommate will be responsible for a place that he or she is not living in. Therefore, it is recommended that in this circumstance that the entire group vacates at the end of the term. Unfortunately, due to local ordinances Premium Properties cannot require the other residents to move out due to lack of future qualification, especially if rent has been paid on time and other rules of the lease have been followed. However, the outgoing resident may have some legal recourse to require the roommates to vacate, though.

Should the new roommate pay a security deposit? If so, who should they pay it to?

Premium Properties will not typically (unless the base occupancy has increased) require an additional security deposit if the request is approved. However, once the new roommate signs the "Substitute Resident Agreement", the new roommate will have equal claim to the security deposit on file for the apartment and Premium Properties will issue any proceeds from security deposit upon vacating to all the residents including the new roommates in one check. Therefore, it is important that the existing roommates collect from the new roommate the appropriate share of the deposit prior to move-in. Premium Properties will have no way to require payment after move-in.

My housemates, who are the Original Residents on the lease, are out of town and they did not leave me a check for the rent. Can I bring a check from my account?

In Rent Control jurisdictions, such as Berkeley and Oakland, replacement housemates are considered "Substitute Residents." Once Premium Properties signs the Approval of the request, the "Roommate Replacement Request" is also considered to be the "Substitute Resident Agreement." This determines the incoming roommate's occupancy rather than having them sign a new lease. Not only does this request/agreement commit the new housemate to the terms of the lease, it also clarifies his or her status with respect to Rent Control. **Unfortunately, due to certain case law, we cannot accept rent payments from Substitute Residents.** All rents must be paid by the remaining original parties to lease. To avoid late fees, we recommend that the original parties to the lease contact our office to arrangement to pay the rent on time. One way is to have them use our online portal.

What happens when all the original parties to the lease decide to move out?

Once all original parties to the lease have either provided notices to vacate or have moved out of the rental, Premium Properties will present the Substitute Residents with a new rental agreement. Since prior rent ceilings and other limitations are no longer in effect, Premium Properties will have the option to change the terms of the lease. This includes, but is not limited to, the monthly rent amount and security deposit. Depending on how long it has been since the original parties to the lease moved in, the rent increase may be significant. Unfortunately, rent control ordinances restrict property owners from phasing in rent increases over months or even years. However, once the new

rental agreement is signed, all Substitute Residents will become original parties to the new lease and will have all the rights associated with any applicable Rent Control ordinances.

What happens when an Original Resident moves out and is replaced, but then wants to move back in as a replacement roommate at a later date?

Once the original party to the lease is removed or replaced by another roommate, they lose their position as an Original Resident and once brought back in, the person falls under the Substitute Resident category and are no longer an Original party to the lease since they were once removed. Again, under no circumstance can we accept rent payments from a Substitute Resident.

III. ROOMMATE AGREEMENT & REQUEST FORMS

The following forms are available to make various changes to the Lease Agreement:

- **Roommate Agreement** – Used to memorialize the decisions of all roommates as to their plans to extend the lease for another term.
- **Roommate Replacement Request** – Used when a Roommate plans to move out during the term the lease and is requesting that a new roommate replace them on the lease.
- **Request to be Removed from the Lease Agreement** – Used when a roommate is moving out during the term of the lease and will not be replaced by a new roommate.
- **Roommate Add-On Request** – Used to either increase the original occupancy of the unit or Acknowledge Outgoing Roommates vacating at the end of the term and requesting that a new Roommate be allowed occupy their spaces.
- **Request to be Removed a Former Resident Guarantor** – Used when a roommate plans to move out on the last day of the current term, will not be replaced by a new roommate and has not agreed to extend lease.

Please email all completed roommate forms to: screening@premiumpd.com.



ROOMMATE AGREEMENT TO EXTEND THE TERM OF LEASE

The following agreement is entered by all Roommates who wish to extend the lease at the property located at: _____

- Roommate has reviewed and initialed the Addendum to Lease Agreement that extends the lease for another year and agrees to all the terms stipulated, including but not limited to paying rent through the end of the new term.
- Roommate acknowledges that they are equally responsible for locating and submitting for processing new roommates for approval by Premium Properties prior to the end of the current term of the lease.
- Roommate acknowledges that Premium Properties requires at least two weeks to process approve any Roommate Replacement Requests.
- Roommate agrees to not have any new Roommates move-in without approval of the Roommates and Premium Properties.
- Roommate agrees to be responsible for returning any and all portions of the security deposit, minus any outstanding balances and damage charges, that are due to the Roommate(s) that are not extending per state law, which requires among other things that it be sent within 21 days of moving out.
- Roommate acknowledges that Premium Properties does not return the security deposit until the unit is delivered vacant and that on return, it is Roommate's responsibility to ensure that each Roommate receives their appropriate share of the deposit.
- Roommate understands and acknowledges that if any of them pay the share of security deposit to a non-extending Roommate prior to the actual return of the security deposit upon vacancy, it is the obligation of both the paying and the receiving Roommate(s) to inform Premium Properties of the payment and receipt in writing; otherwise when Premium Properties issues the security deposit return, it will do so in the name of all original Roommates who for whom the deposit was made, without any further obligation.
- Roommate acknowledges that the following people will not be extending the lease after the current term ends:
 - _____
 - _____

_____ Date	_____ Print Name	_____ Signature
_____ Date	_____ Print Name	_____ Signature
_____ Date	_____ Print Name	_____ Signature
_____ Date	_____ Print Name	_____ Signature
_____ Date	_____ Print Name	_____ Signature



ROOMMATE
REPLACEMENT REQUEST
(DURING THE TERM OF THE LEASE)

I, _____ (“Outgoing Roommate”) currently live at _____ (“Address”) and I will be moving out on _____ (“Date”). My current lease expires on _____ (“Date”) and I acknowledge that unless I receive written confirmation from Premium Properties, that I am still responsible for all the terms of the current lease agreement.

My Roommates and I request that _____ (“Replacement Roommate”) be approved to move-in and replace me on the lease agreement on the date I move out. This person can be reached at _____ (“Cell Number”) or at _____ (“E-Mail”) The current rent on our apartment is \$_____ per month. New Roommate will be paying \$_____ per month, which is not more than the proportional share of the total rent. We have provided a copy of the Lease Agreement, as well as any extensions in force.

If our request is approved, I agree to waive all claims to my rights and interests to lease agreement, including the return of the security deposit from Premium Properties. Instead, I will be responsible for collecting any security deposit owed to me upon vacating directly from either Replacement Roommate or my former roommates. I recognize that Premium Properties does not issue security deposits until the entire unit has been vacated and shall not be responsible for retuning my portion of the Security Deposit after this agreement is executed by all parties.

My forwarding address will be _____.

_____ Date	_____ Outgoing Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature

REPLACEMENT ROOMMATE AGREEMENT

I, _____ (“Replacement Roommate”) request to move in the unit indicated above. I recognize that in order for this request to be approved I must submit a rental application and any supporting documents, pay applicable screening fees and must qualify based on Premium Properties Resident Screening Policy.

I agree that I will not move into the unit until my request has been approved.

If approved, I agree to take over the Outgoing Roommates responsibilities to the Lease Agreement effect on the date indicated that the Outgoing Roommate indicated they will move out or when Premium Properties approves this request, whichever is later.

I acknowledge that I have received a copy of the original Lease Agreement and any extensions from one of the original parties to the Lease and agree to abide by all the terms and conditions.

I understand will be considered a “Substitute Resident” as opposed to an “Original Resident” under the Lease Agreement. Original Residents are those residents that signed the original lease agreement when the unit was vacant. Substitute Residents are those that move in afterwards. In properties covered by Rent Control, it is only Original Residents that have claim to the current rent ceiling. The Costa-Hawkins Vacancy Decontrol Act, a state law, allows rental housing providers to raise the rent and change any terms to the lease agreement upon all Original Residents vacating. This Vacancy Decontrol Event could occur during the middle of the term of the lease agreement. If that happens, I may receive notice that the rent will increase and/or terms will change. At that point, my roommates and must decide to either execute a new lease agreement based on those new terms or move-out.

In order to differentiate between Original and Substitute Residents, as well as to adhere to certain case law, Premium Properties will only accept rent from Original Resident(s). Therefore, I agree to arrange to pay my portion of the rent to the designated Original Resident at least 5 days in advance of the 1st of each month so that they have enough time to pay the rent on time to Premium Properties.

Finally, I agree to pay my portion of the security deposit in order to replace any security deposit paid out to the Outgoing Roommate before moving in. Furthermore, I acknowledge that there may be damages that could be assessed against the security deposit from before I moved in. Therefore, prior to paying my portion of the deposit, I will carefully inspect the property and make sure that these items are either corrected before I move-in or that sufficient funds have been set aside to pay this damage by the remaining and outgoing roommates.

Date

Replacement Roommate

Signature

PAYMENT AUTHORIZATION

Funds

\$50 Resident Application Fee + \$45 Cosigner Application Fee

Due:

If a Cosigner is not required for qualification \$45 will be credited to your account

Account Holder Name: _____

ACH/Check Bank Name: _____ ☐ Checking ☐ Savings

Routing #: _____

Account #: _____

Full Billing Address: _____

Phone Number: _____

Account Holder Signature: _____

-OR-



I authorize Premium Properties to charge my Resident Portal for the processing fees.

PLEASE NOTE: THIS OPTION IS ONLY AVAILABLE IF YOU PAY YOUR MONTHLY RENT TO PREMIUM PROPERTIES.

Payment on the portal must be made within 24 hours of submitting this request. Failure to do so will result in an immediate denial of the Request.

Please note: Premium Properties will not begin processing Roommate Replacement Requests until this Form and the Processing Fees are received. It takes a week from receipt to process each request. **Outgoing Roommate will only be removed from the Rental Agreement after Premium Properties Signs this Request.**

**Screening fees are charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, and other reports (Cost: \$8.95) and for processing and verifying information obtained (Cost: \$50). The applicant is entitled to a copy of the credit report upon written request. Premium Properties' official screening and selection process is available on our website.*

California Civil Code Section 1950.6. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. The landlord may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Any fees, deposit or charge shall be held by the landlord for the tenant who is party to the lease agreement. For more information about California Civil Code 1950.6 you can go to <http://law.onecle.com/california/civil/1950.5.html>.

APPROVAL OF ROOMMATE REPLACEMENT

Premium Properties agrees to allow _____, Replacement Roommate to occupy the Premises once the Outgoing Roommate vacates. On that date, the Outgoing Roommate will be released from all obligations to the Rental Agreement.

For reference purposes only, the following roommates are still considered Original Residents and shall have a claim to current rent ceiling:

- _____
- _____
- _____
- _____

Date

Premium Properties



REQUEST TO BE REMOVED FROM RENTAL AGREEMENT (DURING THE TERM OF THE LEASE)

Dear Premium Properties:

I, _____ (“Outgoing Roommate”) currently live at _____ (“Address”) and plan on moving out on _____ (“Date”). My other roommates plan on remaining at the apartment. Their names are as follows:

- _____
- _____

At this time, my roommates have decided not to have a replacement roommate fulfill my responsibilities to the lease. Furthermore, my roommates and their respective cosigners, if applicable, are willing to release me from my individual responsibility to the apartment and its current and future rental agreements and extensions. Therefore, I am **requesting** Premium Properties to officially remove me from the Rental Agreement and release me from any current and future obligations to the apartment.

I recognize that in order for my request to be granted, Premium Properties will need to review all the past screening information and evaluate whether the remaining roommates still qualify for the rental without me. In the event, the remaining roommates do not qualify based on this information, they will have the option to submit a new application, supporting documentation and an additional \$50 per person so that they can be screened based on the current information.

I understand that if my request is approved, I will waive any and all claims to my rights and interests to the apartment, including the security deposit. It will be my responsibility to receive a refund of my portion of the original security deposit from the remaining roommates; as security deposits are only refunded to the then parties to the lease by the Owner/Agent only when the entire apartment has been completely vacated.

I understand that until this request is approved, I remain responsible to all of the obligations to the apartment.

My forwarding address will be _____.

_____ Date	_____ Outgoing Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature

PAYMENT AUTHORIZATION

Funds

No Charge*

Due:

Account Holder Name: _____

ACH/Check Bank Name: _____ ☐ Checking ☐ Savings

Routing #: _____

Account #: _____

Full Billing Address: _____

Phone Number: _____

Account Holder Signature: _____

-OR-



I authorize Premium Properties to charge my Resident Portal for the processing fees.

PLEASE NOTE: THIS OPTION IS ONLY AVAILABLE IF YOU PAY YOUR MONTHLY RENT TO PREMIUM PROPERTIES.

Payment on the portal must be made within 24 hours of submitting this request. Failure to do so will result in an immediate denial of the Request.

Please note: Premium Properties will not begin processing Requests to be Removed from Rental Agreement until this Form and the Processing Fees are received. It takes a week from receipt to process each request. **Outgoing Roommate will only be removed from the Rental Agreement after Premium Properties Signs this Request.**

*** In the event, the Remaining Roommates do not qualify for the unit based on the information submitted when the unit was originally applied for, the Remaining Roommates can submit updated applications and supporting documents and pay the required additional Resident Screening Fees of \$50 and Cosigner Screening Fee of \$45, for each application to be processed.**

**Screening fees are charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, and other reports (Cost: \$8.95) and for processing and verifying information obtained (Cost: \$50). The applicant is entitled to a copy of the credit report upon written request. Premium Properties' official screening and selection process is available on our website.*

California Civil Code Section 1950.6. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. The landlord may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Any fees, deposit or charge shall be held by the landlord for the tenant who is party to the lease agreement. For more information about California Civil Code 1950.6 you can go to <http://law.onecle.com/california/civil/1950.5.html>.

APPROVAL OF REQUEST TO BE
REMOVED FROM THE LEASE

Premium Properties approves _____, Outgoing
Resident's request to be released from the agreement as of _____ (date).

Date

Premium Properties

ROOMMATE ADD-ON REQUEST



I/We live at _____ (“Address”) and request that _____ (“Additional Roommate”) be approved to move-in on _____ (“Date”). The Additional Roommate can be reached at _____ (“Cell Number”) or at _____ (“E-Mail”). The current rent on our apartment is \$_____ per month. This Additional Roommate will be paying \$_____ per month, which is not more than the proportional share of the total rent. We have provided a copy of the Lease Agreement, as well as any addendums.

We acknowledge that the following “Remaining Roommates” will be occupying the Premises, when the Additional Roommate moves in:

- _____
- _____
- _____
- _____

Furthermore, the following “Outgoing Roommates,” if any, are vacating at the end of the current term of the lease, have not executed the addendum extending the lease agreement past the current term and will not be occupying the premises when the Additional Roommate moves in:

- _____
- _____

We further request that they be released from any further obligation to the lease agreement and agree that we will arrange to return their portions of security deposit per state law. **Premium Properties does not issue security deposits until the entire unit has been vacated.**

Finally, we agree that the monthly rent will increase to \$_____ if total number of roommates exceed what was allowed in the original lease agreement. Prior to making this request, we will contact Premium Properties to determine amount of the rent increase.

_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature
_____ Date	_____ Remaining Roommate	_____ Signature

Outgoing Roommates do not need to sign this request.

ADDITIONAL ROOMMATE AGREEMENT

I, _____ (“Additional Roommate”) request to move in the unit on the date indicated above. I recognize that in order for this request to be approved I must submit a rental application and any supporting documents, pay applicable screening fees and must qualify based on Premium Properties Resident Screening Policy.

I agree that I will not move into the unit until my request has been approved.

I acknowledge that I have received a copy of the original Lease Agreement and any extensions from one of the original parties to the Lease and if approved, agree to abide by all the terms and conditions.

I understand will be considered a “Substitute Resident” as opposed to an “Original Resident” under the Lease Agreement. Original Residents are those residents that signed the original lease agreement when the unit was vacant. Substitute Residents are those that move in afterwards. In properties covered by Rent Control, it is only Original Residents that have claim to the current rent ceiling. The Costa Hawkins Vacancy Decontrol Act, a state law, allows rental housing providers to raise the rent and change any terms to the lease agreement upon all Original Residents vacating. This Vacancy Decontrol Event could occur during the middle of the term of the lease agreement. If that happens, I may receive notice that the rent will increase and/or terms will change. At that point, my roommates and must decide to either execute a new lease agreement based on those new terms or move-out.

In order to differentiate between Original and Substitute Residents, as well as to adhere to certain case law, Premium Properties will only accept rent from Original Resident(s). Therefore, I agree to arrange to pay my portion of the rent to the designated Original Resident at least 5 days in advance of the 1st of each month so that they have enough time to pay the rent on time to Premium Properties.

Finally, I agree to pay the Remaining Roommates for my agreed upon portion of the security deposit so that they can return the security deposit to the Outgoing Roommates. I acknowledge that there may be damages that could be assessed against the security deposit from before I moved in. Therefore, prior to paying my portion of the deposit, I will carefully inspect the property and make sure that these items are either corrected before I move-in or that sufficient funds have been set aside to pay this damage by the remaining and outgoing roommates.

Date

Additional Roommate

Signature

PAYMENT AUTHORIZATION

Funds

\$50 Application Fee + \$45 Cosigner Application Fee

Due:

If a Cosigner is not required for qualification \$45 will be credited to your account

Account Holder Name: _____

ACH/Check Bank Name: _____ ☐ Checking ☐ Savings

Routing #: _____

Account #: _____

Full Billing Address: _____

Phone Number: _____

Account Holder Signature: _____

-OR-



I authorize Premium Properties to charge my Resident Portal for the processing fees.

PLEASE NOTE: THIS OPTION IS ONLY AVAILABLE IF YOU PAY YOUR MONTHLY RENT TO PREMIUM PROPERTIES.

Payment on the portal must be made within 24 hours of submitting this request. Failure to do so will result in an immediate denial of the Request.

Please note: Premium Properties will not begin processing Roommate Replacement Requests until this Form and the Processing Fees are received. It takes a week from receipt to process each request. **Outgoing Roommate will only be removed from the Rental Agreement after Premium Properties Signs this Request.**

**Screening fees are charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, and other reports (Cost: \$8.95) and for processing and verifying information obtained (Cost: \$50). The applicant is entitled to a copy of the credit report upon written request. Premium Properties' official screening and selection process is available on our website.*

California Civil Code Section 1950.6. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. The landlord may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Any fees, deposit or charge shall be held by the landlord for the tenant who is party to the lease agreement. For more information about California Civil Code 1950.6 you can go to <http://law.onecle.com/california/civil/1950.5.html>.

APPROVAL OF ROOMMATE ADD-ON

Premium Properties agrees to allow _____, Additional Roommate, to occupy the Premises as of _____ contingent on all Remaining and Additional Roommates agreeing to the following:

The **Monthly Rent** will ☐ Remain the Same ☐ Increase from \$_____ to \$_____ effective as of the date the Additional Roommate is allowed to move-in.

The **Security Deposit** will ☐ Remain the Same ☐ Increase from \$_____ to \$_____ and will be paid to Premium Properties prior to the date the Additional Roommate is authorized to move in.

For reference purposes only, the following roommates are still considered Original Residents and shall have a claim to current rent ceiling:

- _____
- _____
- _____
- _____

Date

Premium Properties

REQUEST TO BE REMOVED
AS A FORMER RESIDENT GUARANTOR
(EFFECTIVE ON LEASE EXPIRATION)



Dear Premium Properties:

I, _____ (“Outgoing Resident”) currently live at _____ (“Address”) and plan on moving out on _____ (“Date”). My other roommates decided to extend the rental agreement past the current term and are planning on remaining at the apartment. Their names are as follows:

- _____
- _____
- _____
- _____

At this time, my roommates have yet to locate a replacement roommate to fulfill my position on the lease. I never signed an extension to the lease or verbally committed to remain a roommate past the current term of the lease. Furthermore, I am making this request prior to the start of the new term. If that were not the case, I understand that I would need to complete a “Request to be Removed from Rental Agreement” and my other roommates would then have a say as to whether or not I can be released. Therefore, I am requesting that Premium Properties officially release me from my secondary obligation to guarantee the lease after I vacate the apartment.

I understand that Premium Properties will grant this request effective on the last day of the previous lease term, so long as I vacate the premises and have complied with all the terms of the lease thus far, which includes paying any outstanding rent or other charges. In addition, Premium Properties will need to review all the past screening information and evaluate whether the remaining roommates still qualify for the rental without me. In the event, the remaining roommates do not qualify based on this information, they will have the option to submit a new application, supporting documentation and an additional \$50 per person so that they can be screened based on the current information.

I understand that if the request is approved, I will waive any and all claims to my rights and interests to the apartment, including the security deposit until the premises is delivered fully vacant. It will be the responsibility of my former roommates to refund my portion of the original security deposit to me. Per state law, this must occur within 21 days of the unit being fully vacated. Premium Properties is only required to refund a security deposit when the entire apartment has been completely vacated.

I understand that until this request is approved, I remain responsible to all of the obligations to the apartment.

My forwarding address will be _____.

Date

Outgoing Roommate

Signature

PAYMENT AUTHORIZATION

Funds

No Charge*

Due:

Account Holder Name: _____

ACH/Check Bank Name: _____ ☐ Checking ☐ Savings

Routing #: _____

Account #: _____

Full Billing Address: _____

Phone Number: _____

Account Holder Signature: _____

-OR-



I authorize Premium Properties to charge my Resident Portal for the processing fees.

PLEASE NOTE: THIS OPTION IS ONLY AVAILABLE IF YOU PAY YOUR MONTHLY RENT TO PREMIUM PROPERTIES.

Payment on the portal must be made within 24 hours of submitting this request. Failure to do so will result in an immediate denial of the Request.

Please note: Premium Properties will not begin processing Requests to be Removed from Rental Agreement until this Form and the Processing Fees are received. It takes a week from receipt to process each request. **Outgoing Roommate will only be removed from the Rental Agreement after Premium Properties Signs this Request.**

*** In the event, the Remaining Roommates do not qualify for the unit based on the information submitted when the unit was originally applied for, the Remaining Roommates can submit updated applications and supporting documents and pay the required additional Resident Screening Fees of \$50 and Cosigner Screening Fee of \$45, for each application to be processed.**

**Screening fees are charged to reimburse Owner/Agent for the actual costs related to screening an applicant, which includes obtaining a credit report, unlawful detainer search, and other reports (Cost: \$8.95) and for processing and verifying information obtained (Cost: \$50). The applicant is entitled to a copy of the credit report upon written request. Premium Properties' official screening and selection process is available on our website.*

California Civil Code Section 1950.6. This applies protection for the applicant for any payment, including but not limited to fees, deposit or charge. The landlord may claim fees, deposit or charge only for those amounts as are reasonably necessary for the purposes specified by the subdivision. Any fees, deposit or charge shall be held by the landlord for the tenant who is party to the lease agreement. For more information about California Civil Code 1950.6 you can go to <http://law.onecle.com/california/civil/1950.5.html>.

APPROVAL OF REQUEST TO BE
REMOVED AS A FORMER RESIDENT GUARANTOR

Premium Properties approves _____, Outgoing
Resident's request to be released from the agreement as of _____ (date).

Date

Premium Properties