

RENTAL AGREEMENT AND/OR LEASE

Lessor/OWNER/Agent: _____	
Tenant/Lessee/RESIDENT: _____	Tenant/Lessee/RESIDENT: _____
Tenant/Lessee/RESIDENT: _____	Tenant/Lessee/RESIDENT: _____
Tenant/Lessee/RESIDENT: _____	Tenant/Lessee/RESIDENT: _____
Unit Address: _____ Unit No. (if applicable): _____	
City: _____, State _____, Zip _____	
Monthly Rental Rate: \$ _____	This agreement shall commence on _____, and continue: (check one below)
Rental Due Date: _____	A. ☐ Month-to-Month Agreement
Security Deposit: \$ _____	B. ☐ Until _____ If RESIDENT should move from premises prior to
Late Charge (6% Max) _____	the expiration date, RESIDENT shall be liable for all the rent due until expiration of said time
Parking Space(s): _____	period OR until the premises is re-rented, whichever comes first.
Storage Space: _____	

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **Landlord/OWNER/Agent** shall be referred to as "OWNER," and **Tenant(s)/Lessee(s)/RESIDENT(s)** shall be referred to as "RESIDENT." As consideration for this Agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this Agreement. RESIDENT hereby agrees to complete an updated application, including contact information, employment/source of income, emergency contact, and a census as to the occupants in the unit, upon seven days request of OWNER.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office or residence of the manager or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check, money order, or electronic transfer, and no cash shall be acceptable. Electronic payments are not permitted unless authorized in writing by the OWNER and must be made exclusively through the payment platform(s) specified by the OWNER. The initial rent payment of \$ _____ for the period of _____ and a Security Deposit of \$ _____, for a total payment of \$ _____ shall be due prior to the commencement of this Agreement.

All payments are to be made payable to: _____ and delivered to: _____
Address _____, City _____, CA, Zip Code _____
Telephone Number _____ who is usually available on the following days: _____
during the following hours: _____.

3. **LATE CHARGE/RETURNED CHECKS:** RESIDENT acknowledges that OWNER will incur various administrative costs in connection with a late rent payment that would be extremely difficult and/or impractical to determine. Therefore, Parties agree that if RESIDENT fails to pay the rent in full by the end of the _____ day after the rent due date, the RESIDENT shall pay a late charge of \$ _____ or _____ percent of the monthly rental obligation as a reasonable negotiated amount for such administrative costs. If OWNER elects to accept rent after the fifth (5th) day after it was due, payment in a form other than by personal check may be required. OWNER specifically reserves the right to insist on payment of rent in full on the day it is due. In the event RESIDENT's check is dishonored by the bank for Non-Sufficient Funds, (as that term is defined in the applicable section(s) of the California Civil Code), RESIDENT shall pay a returned check charge of \$25.00 for the first occurrence and \$35.00 for additional occurrences. The same late charge stated above will be imposed if the returned check causes the rent to be late. In the event of a returned check, for any reason, OWNER may require future payments to be in a form other than personal check.

4. **SECURITY DEPOSIT (Amount of Security Deposit may be regulated by the State or City):** Upon signing this Agreement, RESIDENT shall pay to OWNER the sum of \$ _____ as a deposit to secure RESIDENT's performance of the covenants contained herein. No part of this deposit may be considered an advance payment of rent (including last month's rent) nor is it to be used by RESIDENT or refunded prior to the Premises being permanently and totally vacated by all RESIDENTS and/or RESIDENTS' occupants, guests, invitees, and/or licensees. After RESIDENT has vacated the Premises, OWNER shall furnish RESIDENT with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by OWNER.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



OWNER may withhold, at any time, that portion of RESIDENT's security deposit necessary (a) to remedy any default by RESIDENT in the payment of rent or breach of any other provision of this Agreement; (b) to repair damages to the Premises including, but not limited to, repainting, (exclusive of ordinary wear and tear), re-carpeting, and/or damages caused by or in connection with animals; (c) to remove trash and clean the Premises to return the Premises to the same level of cleanliness it was in at the inception of the tenancy; and, (d) to replace OWNER'S missing personal property (e.g., keys, remote controls, etc.) as provided by law and by this Agreement. The unused portion of this deposit shall be returned to RESIDENT, pursuant to California law. RESIDENT will not be charged for 'normal wear and tear'. In the event OWNER chooses to utilize any portion or all of the security deposit prior to the termination of the tenancy to repair damages caused by RESIDENT and/or his or her guests, invitees, and/or licensees, RESIDENT shall replenish the deposit immediately upon demand by OWNER. Any item that is defective when RESIDENT moves in must be documented in RESIDENT's move-in/move-out form so RESIDENT does not get charged for that item. If RESIDENT finds any defects after RESIDENT has moved in, RESIDENT must notify OWNER in writing, (which may include electronic communications such as email) within fourteen (14) calendar days. OWNER will then contact RESIDENT to arrange to inspect the defective item(s). After either OWNER or RESIDENT provides notice to terminate the tenancy, (unless terminated by OWNER pursuant to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil Procedure) the OWNER and RESIDENT may mutually agree to have the OWNER deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the resident. After either the OWNER or the RESIDENT provides notice to terminate the tenancy, the OWNER and the RESIDENT may also agree to have OWNER provide a copy of the itemized statement along with the copies required by paragraph (2) to an email account provided by the RESIDENT. If the OWNER received the security deposit or monthly rental payments from the resident electronically, the OWNER is to return the remainder of the security electronically to a bank account or other financial institution designated by the resident in writing, or by any electronic or virtual method available to the OWNER if agreed to in writing by the resident. RESIDENT hereby designates the following bank account or other financial institution as the destination of the return of any unused portion of the Security Deposit: _____.

Upon the signature of this Agreement by the Parties hereto, the failure by RESIDENT to complete the above designation, or provide this information prior to move out, shall be deemed as an approval for OWNER to use another method of return including, but not limited to, by personal delivery or by a check made payable to RESIDENT and mailed by first-class mail, postage prepaid, to RESIDENT's last known address, or an address provided by RESIDENT.

If the security deposit does not fully cover the costs and damages, RESIDENT shall immediately pay any additional amounts owed to OWNER. During the tenancy, RESIDENT agrees to increase the security deposit upon 30 days' written notice, in a percentage equal to the same percentage by which any future increase in rent is given. The security deposit **may not** be used as the last month's rent.

5. UTILITIES: RESIDENT shall pay for all utilities and/or services based upon occupancy of the Premises, except:

The Premises do ☐ / do not ☐ have separate gas and/or electric meters for each RESIDENT'S dwelling unit. If the Premises do not have separate gas and/or electric meters for each RESIDENT'S dwelling unit, such that each meter measures only the gas or electric service to that unit, the OWNER shall, prior to the inception of the tenancy or upon discovery, disclose this condition to the RESIDENT in writing and shall do either of the following: (a) Execute a mutual written agreement with the RESIDENT for payment by the RESIDENT of the cost of the gas or electric service provided through the RESIDENT'S meter to serve areas outside the RESIDENT'S dwelling unit. OWNER shall not charge more than the actual cost of the utilities for that unit. (b) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the RESIDENT'S meter to serve areas outside the RESIDENT'S dwelling unit. These arrangements may include, but are not limited to, the OWNER becoming the customer of record for the RESIDENT'S meter, or the OWNER separately metering and becoming the customer of record for the area outside the RESIDENT'S dwelling unit. (c) RESIDENT agrees to convert utilities to RESIDENT'S name immediately upon move-in. OWNER is neither in breach of this Agreement nor liable for damages where utilities or services are interrupted or reduced for reasons that are outside of OWNER'S control.

6. SUBLETTING OR ASSIGNING: RESIDENT agrees not to assign or sublet the premises or advertise to do so without first obtaining written permission from the OWNER. RESIDENT agrees not to assign, sublet, or transfer the unit or to advertise the unit by word of mouth, short-term rental website posting, or by any other means; any such violation will be considered a non-curable breach of this Agreement, if without the OWNER'S prior written consent. The unit listed above is for use SOLELY AS A PRIVATE RESIDENCE.

7. OCCUPANTS: Guest(s) staying over ten (10) days cumulative or longer during any 6-month period without the OWNER'S written consent shall be considered a breach of this Agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject unit for more than 10 days unless the expressed written consent of OWNER is obtained in advance, (the 10-day period may be extended by local Rent Control Laws): **List names of all occupants and animals and dates of birth of all minor children:**

_____, _____, _____
_____, _____, _____
_____, _____, _____

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



Unless prohibited by state or local ordinance, upon OWNER's written consent to additional occupants, RESIDENT shall pay additional rent of \$100.00 per month or up to 25% (or the permissible amount under any local rent control ordinance) of the current monthly rent, whichever amount is greater, for the duration of time that each additional guest shall occupy the premises. upon OWNER's written consent to additional animal(s), RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above-named animal(s), occupying the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this Agreement or convert the status of any "guest" into a RESIDENT.

8. ANIMALS AND FURNISHINGS: Animals - Other than service animals permitted or required by law, no animal (e.g., fowl, fish, reptile, and/or pet of any kind) shall be kept on or about the Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event, laws are passed, or permission is granted to have any item prohibited by this agreement, or if for any reason such item exists on the premises, there shall be a minimum additional rent of \$_____ a month for each such animal if another amount is not stated in this Agreement. This provision shall not apply in the case of an individual with a disability who has the right to be accompanied by a guide dog, signal dog, or service dog, especially trained for the purpose. For approved service animals or pets of any kind, RESIDENT must sign the "ANIMAL AGREEMENT ADDENDUM," which OWNER will supply. RESIDENT shall be liable for any damage done to the premises or facilities by his or her animal.

Furnishings - Generally, no liquid-filled furniture of any kind may be kept on the premises. However, if the certificate of occupancy was issued after January 1, 1973, RESIDENT may possess a waterbed if they maintain waterbed insurance to insure against property damage of \$100,000.00 or more. RESIDENT must provide OWNER with proof of the insurance before RESIDENT furnishes with a waterbed. RESIDENT must comply with all provisions of California Civil Code, section 1940.5, governing the possession of waterbeds. RESIDENT must comply with all provisions of California Civil Code, section 1940.5, governing the possession of waterbeds. RESIDENT is strictly prohibited from keeping or storing any of the following on or about the Premises: highly combustible materials; any container holding more than ten (10) gallons of liquid; or any other items that may create a safety hazard or adversely affect insurance coverage or rates. Items of unusual weight or size (including, but not limited to, pianos) are prohibited at any time unless OWNER's prior written consent is obtained and all OWNER requirements are satisfied.

9. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT must not allow oil leaks or other vehicle discharges on the property. RESIDENT shall be charged for cleaning polluted areas if deemed necessary by OWNER. Only vehicles that are insured, hold current DMV registration, and are operational may park in their assigned space. If parking is in tandem, RESIDENT shall cooperate with others as reasonably necessary to ensure a mutually acceptable shared parking situation. Owner reserves the exclusive right to control parking, parking spaces, storage, and/or storage locations and may, upon fifteen (15) days' notice, require Resident to change spaces and/or storage locations.

10. MICRO MOBILITY DEVICES: Up to one personal micromobility device is allowed for each person occupying the unit if the personal micromobility device meets one of the following criteria:

1. Is not powered by an electric motor.
2. Complies with the following safety standards: **UL 2849**, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or **EN 15194**, the European Standard for electrically powered assisted cycles (EPAC Bicycles). **UL 2272**, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or **EN 17128**, the European Standard for personal light electric vehicles (PLEV).

3. Is insured by the tenant under an insurance policy covering storage of the device within the tenant's dwelling unit.

The charging of the personal micromobility device inside the unit is prohibited if the device does not meet the standards regarding Clause 1 and Clause 2 listed above.

11. NOISE / ACTIVITY: RESIDENT shall not create, cause, allow, and/or maintain any noise or disruptive activity on the premises and agrees to preserve the peace and quiet enjoyment of all RESIDENTS. RESIDENT shall not create, cause, allow, and/or maintain a nuisance and/or waste, nor violate any law or use the premises for the use, storage, possession, manufacturing, or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.

12. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas is prohibited, except in areas specifically designated for such activities.

13. APPLIANCES (CHECK ONE)

☐ **This property is subject to state requirements** to provide a stove and a refrigerator. As part of the leasehold, OWNER provides the following appliance(s):

- 1) A stove; RESIDENT is responsible for keeping the interior and exterior of any appliance(s) supplied by OWNER in a clean and sanitary condition. RESIDENT shall notify OWNER in writing immediately if the stove becomes incapable of safely generating heat for cooking purposes.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



2) A refrigerator (see below):

☐ **A Refrigerator IS provided by OWNER.**

RESIDENT is responsible for keeping the interior and exterior of any Appliance(s) supplied by OWNER in a clean and sanitary condition. RESIDENT shall notify OWNER in writing immediately if the refrigerator becomes incapable of safely storing food. To the fullest extent permitted by law, in the event the appliance is damaged due to RESIDENT's and/or RESIDENT's guests, invitees, and/or licensees lack of ordinary care and/or negligence, RESIDENT shall be responsible for the costs of repair and/or replacement.

☐ **A Refrigerator is NOT provided by OWNER.**

If this box is checked, OWNER and RESIDENT have mutually agreed that RESIDENT shall provide and maintain their own refrigerator at RESIDENT's sole expense, including removal when vacating the unit. Under state law, the landlord is required to provide a refrigerator in good working order. By initialing below, you acknowledge that you have voluntarily requested to provide your own refrigerator and have agreed in writing to do so, as permitted by law. The RESIDENT may, upon no less than 30 days' notice, inform OWNER in writing that

RESIDENT no longer wishes to keep their own refrigerator in the unit, and that by the end of the 30-day notice period, OWNER will install a refrigerator in good working order in the unit. RESIDENT is responsible for keeping the interior and exterior of any Appliance(s) supplied by OWNER in a clean and sanitary condition.

☐ **This property is exempt from state requirements** to provide a stove and/or refrigerator. Specifically, this property is:

- ☐ Permanent supportive housing, as that term is defined in paragraph (2) of subdivision (c) of Section 8698.4 of the Government Code.
- ☐ A single-room occupancy unit that provides living and sleeping space for the exclusive use of the occupant, including those in which occupants share food preparation facilities with occupants.
- ☐ A unit in a residential hotel, as that term is defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code.
- ☐ A dwelling unit within a housing facility that offers shared or communal kitchen spaces to its residents, including a dwelling unit within an assisted living facility.

14. DESTRUCTION OF PREMISES: Unless applicable law provides otherwise (see, e.g., San Francisco Administrative Code Chapter 37A, Section 37.9A), If the Premises become totally or partially destroyed during the term of this Agreement, such that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon 3-day written notice to the other. Such displacement of the RESIDENT shall not be construed as an eviction. Rent shall be abated as of the date the Unit becomes totally or partially uninhabitable. The abated amount shall be the current monthly rent prorated on a 30-day period. If the Agreement is not terminated, OWNER shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with RESIDENT'S reasonable use of Unit. If damage occurs as a result of an act by the RESIDENT or RESIDENT'S guests, only OWNER shall have the right of termination, and no abatement of rent shall be given.

15. CONDITION OF PREMISES: RESIDENT acknowledges they have examined the premises and that said premises, all furnishings, fixtures, appliances, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and all other items provided by OWNER are clean, and in good condition except as may be indicated elsewhere in this Agreement. RESIDENT is responsible for all damage to the premises beyond ordinary wear and tear and agrees to keep the premises and all items in good condition. RESIDENT agrees to immediately pay for and/or reimburse OWNER for all costs to repair and/or replace any portion of the above damage caused by RESIDENT, his guests, and/or invitees, except as provided by law. At the termination of this Agreement, all of the above enumerated items in this provision shall be returned to OWNER in clean and good condition, reasonable wear and tear excepted; the premises shall be free of all personal property and trash. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises are not reasonable wear and tear.

16. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install external antennas, satellite dishes or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of OWNER, except as may be permitted by law. RESIDENT may not install fixtures or devices without prior, written consent from OWNER, and subject to OWNER'S reasonable installation and maintenance guidelines to be provided upon request for consent. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area clean. RESIDENT shall be responsible for making separate arrangements to dispose of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal unit clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks if caused by negligence or misuse by RESIDENT or their guests.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



RESIDENT must promptly provide OWNER with a written notice stating what item(s) need service or repair and give OWNER a reasonable opportunity to service or repair that item(s). Should any charges be imposed by the City or incurred by OWNER as a result of RESIDENT not timely notifying the OWNER in writing of such needed service or repairs, RESIDENT shall be responsible for any additional fines or inspection fees imposed by a government agency as a result of RESIDENT failing to notify OWNER in writing of any known deficiencies with the residence. RESIDENT shall also be personally liable for any damages to the Premises caused by the RESIDENT'S failure to use reasonable care in or about the Premises, which includes failing to notify OWNER of defects in the Premises, such as a roof or other leak, which, if promptly and properly addressed, could prevent additional damage to the Premises or injury to any person.

17. SMOKING: NO SMOKING of any substance (including, but not limited to, cigarettes, e-cigarettes, cigars, marijuana, pipes, water pipes, vapes, etc.) is allowed inside the unit nor anywhere on the property including all balconies, landings, hallways, stairwells, yards and all other common areas on the property.

18. SMOKE/CARBON MONOXIDE DETECTORS: Resident acknowledges that the unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident shall replace batteries, as needed. RESIDENT agrees to allow OWNER to test the smoke and carbon monoxide detectors in the rental unit periodically for proper function. RESIDENT agrees not to disable or interfere with the normal function of any detectors in any manner and agrees to notify OWNER of any malfunction immediately.

19. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, animal, and laundry rules attached to this Agreement, which may be changed from time to time. These rules apply to, but are not limited to, noise, odors, disposal of trash, animals, parking, and use of common areas. Bicycles, tools, and other personal items (including signs and laundry) must be stored inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons.

20. CHANGE OF TERMS: The terms and conditions of this Agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

21. TEMPORARY RELOCATION: RESIDENT agrees, upon proper notice by OWNER, to temporarily vacate premises for a reasonable amount of time to allow for fumigation to control pests or other repairs and/or maintenance, and/or to remove hazardous materials or substances from the property. RESIDENT agrees to comply with all instructions and requirements to prepare unit to accommodate work to be done. RESIDENT shall only be entitled to a rent credit equal to the daily rent for the period of time RESIDENT is required to be absent from the premises, subject to any requirements imposed by local ordinance. Resident understands, acknowledges, and agrees that should moving and/or removal of Resident's furniture be required to provide the services described above, any labor and/or costs incurred shall be Resident's sole responsibility.

22. TERMINATION: After expiration of the leasing period, this Agreement is automatically renewed from month to month upon written approval of the OWNER, or acceptance of rent after leasing period has expired, but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the OWNER shall give a written 60-day notice to terminate. OWNER may terminate this tenancy if the owner or their spouse, domestic partner, children, grandchildren, parent, or grandparent unilaterally decide to occupy this residential real property. The premises shall be considered vacated only after all areas, including storage areas, are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate, (as defined above) on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new renters. Should the RESIDENT move out any time prior to the expiration of the Lease, RESIDENT shall be liable for advertising expenses, rental commissions, and painting/repair costs necessary to prepare the unit for re-rental. RESIDENT is also liable for rent until the unit is re-rented or the lease expires, whichever comes first. The security deposit can be held to cover these expenses.

23. POSSESSION: If OWNER is unable to deliver possession of the unit to RESIDENT on the agreed date because of the loss or destruction of the unit or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this Agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

24. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law; however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above-stated losses. RESIDENT shall include OWNER on policy as 'Additional Insured' and provide proof of insurance upon OWNER'S demand.

25. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent, by themselves or with others, may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for any legitimate purpose which includes, but is not limited to, showing the premises during normal business hours to prospective renters, buyers, lenders, to conduct smoke / carbon monoxide alarm inspections and/or for normal inspection, repairs, and/or maintenance. OWNER is permitted to make all alterations, repairs, and maintenance that in OWNER'S sole discretion are necessary.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. Unless otherwise prohibited by law, RESIDENT agrees that in such event, RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: Removing food items from cabinets so that the unit may be treated for pests, and/or moving or removing personal property and/or furniture.) Upon 24 hours' notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use or provide OWNER with a copy of the keys. Otherwise, lock(s) will be changed at RESIDENT'S expense.

26. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict but shall not invalidate this Agreement, nor shall it affect the validity or enforceability of any other provision of this Agreement.

27. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

28. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$600 in addition to other damages awarded.

29. ABANDONMENT: Per California Civil Code Section 1951.2 if any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises; OWNER shall give 18 days' written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice, as required by law, shall allow OWNER to reclaim the premises.

30. NOTICE TO RESIDENT: Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your agreed rental obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain RESIDENT'S consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from RESIDENT, both during the term of the Agreement and thereafter.

31. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

32. OWNER DISCLOSURE: Unless otherwise indicated in writing by Owner, OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises, and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises.

RESIDENT'S initial at the bottom of this page indicate that RESIDENT has received a copy of "Protect Your Family from Lead in Your Home," and that RESIDENT shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

33. MILITARY BASE OR EXPLOSIVE: OWNER ☐ does / ☐ does not have actual knowledge of any former military base, or federal or state ordnance location where ammunition or military explosives were used, located within a one-mile radius of the Property (Civil Code Section 1940.7).

34. MOLD: OWNER has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. RESIDENT agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. RESIDENT also agrees to immediately report to the OWNER in writing any evidence of water leaks, excessive moisture or lack of proper ventilation, and evidence of mold that cannot be removed by cleaning. Resident shall be liable for all costs associated with damages caused as a result of Resident's failure to notify Owner of any water intrusion and/or leaks that Resident knew or should have known about.

35. ADDITIONS AND EXCEPTIONS: _____

36. CONDOMINIUM/TENANCY-IN-COMMON UNIT:
If the Premises are part of a Condominium or Tenancy-in-Common building or complex, RESIDENT is advised that the Premises are subject to a corresponding set of governing documents, including a Declaration of Covenants and Conditions (CC& Rs) in the case of a condominium and a TIC Agreement in the case of a Tenancy-in-Common.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____

RESIDENT has been provided a copy of the applicable governing documents or a summary of the provisions applicable to tenancies, which are incorporated into this Agreement and become part of the duties imposed on RESIDENT, who understands and agrees that RESIDENT and his or her guests and invitees are bound by the terms incorporated as if said terms were fully set out herein. RESIDENT further understands and agrees that if OWNER assesses any fines or penalties as a result of RESIDENT'S violation of the governing documents, RESIDENT shall reimburse OWNER said amounts within three days of being requested to do so by written demand identifying the amounts and the reasons for the fines or penalties.

37. NOTICES / REQUESTS FOR REPAIR: All notices to RESIDENT shall be served at RESIDENT'S unit/house whether or not RESIDENT is present at the time of delivery, or delivered through property management software systems. All repair requests or other notices to OWNER/AUTHORIZED PERSON MUST BE IN WRITING and shall be served by mail or by the digital medium indicated in writing by the OWNER to:

Person Authorized to Manage Property:

Name: _____
Address: _____
Phone Number: _____ Email: _____

OWNER of property or a person who is authorized to act for and on behalf of the OWNER for the purpose of service of process and for the purpose of receiving and receipting all notices and demands.

Name: _____
Address: _____
Phone Number: _____ Email: _____

Person or Entity Authorized to Receive Payment of Rent:

Name: _____
Address: _____
Phone Number: _____

38. INVENTORY: The unit contains the following items for use by RESIDENT: _____

☐ RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this Agreement.

39. The RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: Please check all applicable items (Bolded required by law).

☐	Unit Keys	☐	Common Area Keys	☐	Mold Addendum	☐	Info on Dampness & Mold
☐	Move-in Inspection	☐	Garage Remotes/Cards	☐	Smoke Free Addendum	☐	Flood Disclosure Addendum
☐	Animal Agreement	☐	Mailbox Keys	☐	Car Charging Addendum	☐	eBike/eScooter Addendum
☐	House Rules	☐	Parking Agreement	☐	Bed Bug Addendum	☐	Information about Bed Bugs
☐	Pool Rules	☐	Satellite Dish Addendum	☐	Plumbing Addendum	☐	General Addendum
☐	Lead Paint Disclosure* (with positive test results)	☐	Rent Reporting Addendum* (For 16+ unit properties)	☐	EPA Lead Paint Booklet* (pre-1978 construction only/may email)	☐	Pest Control Addendum* (For contracted pest control)

40. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned RESIDENTS are jointly and severally responsible for all obligations under this Agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests, and invitees. RESIDENT has relied on his own judgment in entering into this Agreement.

41. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via the website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



42. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language (or has, through his/her own adult translator) and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

RESIDENT'S initials: _____, _____, _____, _____, _____, _____. OR

(____) RESIDENT'S initials on left hereby acknowledge that this Agreement was translated and interpreted in the language of: _____.

Printed Name of Interpreter

Signature of Interpreter

Date

43. TEXT AND EMAIL NOTIFICATIONS: Check if: ☐ OWNER/AGENT and RESIDENT agree that communication by text or email shall serve as legal notice **in the following circumstances only:** Repair requests, security deposit accounting, OWNER'S Notice to Enter and reminders of repairs being made, emergency repairs, and/or warnings of suspicious activity on the premises.

OWNER'S Text #:	_____	OWNER'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____
RESIDENT'S Text #:	_____	RESIDENT'S Email Address:	_____

44. NOTICE TO RESIDENT: STATEWIDE RENT CONTROL (CHECK ONE)

☐ **PROPERTY EXEMPT FROM STATEWIDE RENT CONTROL:** "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the OWNER is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

☐ **PROPERTY SUBJECT TO STATEWIDE RENT CONTROL:** California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the TENANTS have continuously and lawfully occupied the property for 12 months or more or at least one of the TENANTS has continuously and lawfully occupied the property for 24 months or more, an OWNER must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

JUST CAUSE: "Pursuant to Civil Code Section 1946.2(b)(2)(A)(i)"just cause" includes the following: Intent to occupy the residential real property by the OWNER or their spouse, domestic partner, children, grandchildren, parents, or grandparents. This provision of the lease allows the OWNER to terminate the lease if the OWNER, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

45. NOTICE TO RESIDENT: OFFER OF POSITIVE RENT REPORTING (CHECK ONE)

☐ **PROPERTY EXEMPT FROM** MANDATORY RENT POSITIVE RENT REPORTING REQUIREMENTS:

This property is not subject to credit reporting requirements mandated by Sections 1954.06 or 1954.07 of the Civil Code. This property receives no governmental assistance, meeting the requirements for exemption cited in Section 1954.06. This property meets the requirements for exemption cited in Section 1954.07 of the Civil Code, and the OWNER is **not** any of the following: (1) an OWNER of a residential rental building that contains **16 or more** dwelling units, (2) nor owns more than one residential rental building, while being (i) a real estate investment trust, as defined in Section 856 of Title 26 of the United States Code; (ii) a corporation; or (iii) a limited liability company in which at least one member is a corporation.

☐ **PROPERTY SUBJECT TO** MANDATORY POSITIVE RENT REPORTING REQUIREMENTS:

Rent reporting for buildings with 16 units or more (Civil Code §1954.07)

California law mandates that the OWNER must offer rental payment information reporting pursuant to Section 1954.07 of the Civil Code. This offer shall be made at the time of the lease agreement and at least once annually thereafter. You have a choice of completing the Rent Reporting Addendum included with this lease to opt into the rental payment information reporting service. If a resident elects to have that resident's positive rental payment information reported to a consumer reporting agency, the OWNER may require that resident to pay a fee not to exceed the lesser of the actual cost to the OWNER to provide the service or ten dollars (\$10) per month. See Section 1954.07 of the Civil Code for more information.

RESIDENTS: Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____ Initials: _____



_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Resident (full name as it appears on ID)	_____ Signature	_____ Date
_____ Owner/Agent	_____ Signature	_____ Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



Additions and/or Exceptions

Section 1 -

The premises consists of the interior living space of 1427 S Sherbourne Drive. It does not include a garage. Resident may freely share and freely use owner's yard in cooperation with him. Resident's use of the yard does not inhibit owner's use of it for his own purposes.

Section 2 - Payments

The second time resident's check may be returned by the bank for non-payment, owner may require all further rental payments to be made by certified check, cashier's check, or cash.

Section 4 - Security Deposit

The security deposit is exclusive of rent payment for the last month, and does not relieve resident of responsibility for paying the last month's rent.

Section 5 - Utilities

Owner's garage receives electricity wired through the premises' (resident's) meter. Owner and resident agree that owner will compensate resident for electricity consumed in the garage. The amount and cost of electricity consumed at the garage would be extremely difficult or impractical to ascertain. Therefore, owner and resident agree that owner will reimburse resident the fixed amount of \$10/year in full reimbursement for any and all electricity consumed there. Payment will be made at the same time as the annual required payment of interest upon resident's deposit.

Fuse box controlling the line to the garage is located inside premises' rear utility room. Failure of electric supply to the garage will be considered a case of emergency for purposes of above Section 25; landlord may enter the premises to access the fuse box in such case.

Section 9 - Parking

Parking is not provided within this agreement.

Section 15 - Condition of Premises

Resident agrees that owner has made no promises to decorate, alter, repair, or improve the premises.

Section 16 - Maintenance and Alterations

Unit will not be provided with a kitchen sink garbage disposal.

Section 25 - Fumigation/extermination

If the premises must be vacated for pest or vermin control, owner agrees to provide resident upon request with specific information regarding the method of treatment and chemicals to be used as part of

the process. Resident agrees to notify manager of any known allergies to any such chemicals or products used as part of the treatment process.

Narcotics, drugs, and other controlled substances

Resident shall not engage in or permit any family members, occupants, guests or visitors to commit any violation of the law regarding manufacture, storage, possession, use, or sale of narcotics, drugs, or other controlled substances on or adjacent to the premises. Conviction of a resident for illegal drug activity shall be a per se violation of this covenant. Violation of this covenant may also be shown by the arrest of a resident on or adjacent to the premises for illegal drug activity, or by the observations of owner and/or by others and/or the police, which may establish that resident is involved in illegal drug activities. A breach of this covenant shall be non-curable and will subject resident to eviction upon receipt of lawful notice.