

Residential Rental Agreement ("Agreement")

Owner/Agent rents to Resident(s) and Resident(s) rent from Owner/Agent the Premises subject to the following terms and conditions.

Terms of Tenancy

Date: _____
Owner/Agent: HAMILTON PROPERTIES BAY AREA, LLC

Original Resident(s) _____ (Name/DOB)
(All persons aged 18 or older and emancipated minors): _____ (Name/DOB)
_____ (Name/DOB)
_____ (Name/DOB)
_____ (Name/DOB)
_____ (Name/DOB)
_____ (Name/DOB)

Property: The Property is located at: _____ [Street Address].
Owner/Agent rents to Original Resident(s) [hereafter "Residents"] and Resident(s) rents from Owner/Agent the real property and improvements described as:
_____ [hereafter "Premises"].

The Property and Premises are owned by: _____.
Owner's authorized Agent is: _____.
The Premises is is not controlled by a local government rent adjustment or just cause for eviction ordinance or law.

Other Authorized Occupants(s): _____ (Name/DOB)
_____ (Name/DOB)

Any persons identified as an Other Authorized Occupant(s), including minor children of a Resident(s), has/have no independent right(s) of tenancy separate from the rights of a Resident(s). Upon the last Resident vacating the Premises, all Other Authorized Occupants must contemporaneously vacate the Premises even if a Resident's minor child has reached the age of maturity. Upon the vacating of the Premises by the last Resident in possession, Owner/Agent may adjust the rent pursuant to California Civil Code.

Initial Payments By Residents: Residents have made the following payments:

- a) **Rent:** \$ _____ for Rent from _____ to _____ (Dates) received by Owner/Agent on _____ (Date). A balance of Rent in the amount of \$ _____ is due on or before _____ (Date).
- b) **Security Deposit:** \$ _____ for Security Deposit from _____ to _____ (Dates) received by Owner/Agent on _____ (Date). A balance of Security Deposit in the amount of \$ _____ is due on or before _____ (Date).
- c) **Credit Check(s):** \$ _____ received by Owner/Agent on _____ (Date). A balance in the amount of \$ _____ is due on or before _____ (Date).



Residential Rental Agreement ("Agreement")

Rent: Rent shall be the obligation of the Resident(s) to pay Owner/Agent pursuant to the terms of this Agreement, excluding the Security Deposit and the payment of damages.

- A. Resident(s) agree to pay \$ _____ per month, in advance for the Term.
- B. Rent is due in advance on the _____ day of each month and is delinquent the following day.
- C. Rent shall be paid by Resident(s) to:
 1. _____ (Name of Owner/Agent)
 2. _____ (Address or other location specified by Owner/Agent)
 3. _____ (Alternate location as specified by Owner/Agent)
 4. If rent is paid in person, the location, days and time for making such payments are as follows:
 - a) Address: _____
 - b) Days: From _____ to _____; and
 - c) Time: From _____ to _____.
 5. Owner/Agent may elect to require Rent to be paid in cash for three months and all future Rent to be paid by Money Order or Certified Cashier's check if any check is returned for non-sufficient funds ("NSF") or because Resident(s) stops payment.

Use Of Premises: The Premises shall only be used as the principal residence of the Resident(s) and for no other purpose.

- Term:** The term begins _____ ("Commencement Date") and shall be either:
- a) Month To Month and shall continue as a month to month tenancy. Notice to terminate by either party is governed by law and may be given at any time.
 - b) Lease and shall terminate on _____ (Date) at _____ A.M. All Resident(s) are to vacate the Premises upon termination of this Agreement unless a written agreement, signed by Owner/Agent and Resident(s) extends this Agreement, Owner/Agent and Resident(s) sign a new written agreement, termination is otherwise controlled by state or local law, or Owner/Agent accepts the payment of rent from Resident(s) which shall be solely construed as a month to month tenancy. Either party may terminate the month to month tenancy pursuant to applicable law.

If Owner/Agent is not able to deliver possession of the Premises on the Commencement Date, the Commencement Date may be extended to: _____ ("Extended Commencement Date"). If Owner/Agent is unable to deliver possession of the Premises on the Extended Commencement Date, Resident(s) may terminate this Agreement by giving written notice to Owner/Agent and all pre-paid Rent and Security Deposit shall be refunded to Resident(s).

- Security Deposit:** Resident(s) agrees to pay \$ _____ as a security deposit which shall be held by Owner Agent.
- A. Use, disposition and accounting of the Security Deposit is governed by law, which among other things, may be used by Owner/Agent at any time to cure Resident(s) default in the payment of rent, costs of repairs or damages (excluding normal wear and tear) caused by Resident(s), guests or invitees, cleaning of the Premises following the termination of tenancy, NSF fees, stop payment fees or other monies owed by Resident(s).
 - B. Resident(s) shall not use the Security Deposit for the payment of Rent, including the last month's Rent.
 - C. If any portion of the Security Deposit is used during the tenancy, Resident(s) shall replenish the total Security Deposit within three (3) business days following written notice by Owner/Agent to Resident(s), which shall be made, at the election of Owner/Agent, by personal delivery or U.S. mail. Delivery by U.S. mail shall not extend the Resident's time to perform.
 - D. The lawful remaining Security Deposit shall not be returned until all Resident(s) have vacated the Premises, Resident caused damages are repaired, cleaning completed, and all of Owner/Agent's personal property has been returned to Owner/Agent, including all keys and/or transmitters.

Residential Rental Agreement ("Agreement")

Utilities:

A. Resident(s) shall shall not separately pay for the following services:

Trash Recycling Gas Water Electricity Internet Cable TV or Satellite

B. Resident(s) agree that any utilities that are the responsibility of Resident(s) shall be placed and maintained in his or her own name(s) with the applicable utility provider(s) within three (3) days of taking possession of the Premises. Resident(s) is/are responsible for timely paying Resident(s)' utility charges and any fees, fines or other charges by the utility provider(s).

C. Resident(s) shall pay any increase in utility rates, fees, charges and fees/charges/fines/assessments imposed for the use, excessive or misuse of the utility by Resident(s) occasioned by government or utility company action(s).

Parking:

Any parking on the real property to which the Premises are a part is subject to the parties signing a separate written Parking Agreement. Any vehicles that are parked on the real property to which the Premises are a part may be towed away at Resident(s) expense if they are (1) illegally parked; (2) not currently registered or capable of being driven legally on streets; (3) parked in a manner that causes an unsafe or hazardous condition; or (4) parked in any unauthorized area.

Condition Of Premises As Of Commencement Date:

Resident(s) have inspected the Premises (with Owner/Agent) and agrees that the condition of the Premises, including appearance, cleanliness, operability of the real and personal property are as described in the Move In / Move Out Form attached to this Agreement as Addendum "A".

Maintenance:

A. Resident(s) shall maintain, correctly use and safeguard the Premises including all personal property, landscaping, appliances, plumbing fixtures, electrical, mechanical, gas/smoke/carbon monoxide detectors and devices, heating and air conditioning equipment. It is the Resident(s) responsibility to keep the Premises sanitary and clean.

B. Resident(s) shall within 3 business days of written notice by Owner/Agent pay to Owner/Agent the cost of all repairs, replacements or cleaning that Owner/Agent determines were caused by Resident(s), guests or invitees, and animals of the Resident(s), guests or invitees, excluding normal wear and tear.

C. RESIDENTS ARE RESPONSIBLE FOR IMMEDIATELY NOTIFYING OWNER/AGENT, IN WRITING, OF ANY CONDITIONS THAT MAY REQUIRE REPAIR, REPLACEMENT, OR SERVICE OR WHICH COULD BE A THREAT TO RESIDENT(S) HEALTH OR WHICH COULD LEAD TO A SUBSTANDARD OR UNINHABITABLE CONDITION OF THE PREMISES. RESIDENTS SHALL IMMEDIATELY PAY OWNER/AGENT FOR ALL DAMAGE THAT IS A RESULT OF NOT REPORTING SUCH CONDITIONS TO OWNER/AGENT IN A TIMELY MANNER. FAILURE TO TIMELY NOTIFY OWNER/AGENT IS A MATERIAL BREACH OF THIS AGREEMENT.

Owner/Agent Resident(s) shall maintain the exterior landscaping described as follows:

_____.

Owner/Agent Resident(s) shall maintain the following: _____.

Storage of Personal Property:

A. Separate storage space is or is not provided in the Rent charged. If it is not included, the storage fee is \$_____ per month. The storage space is designated as: _____

["Storage Space"]. The only personal property allowed to be stored in the Storage Space is:

_____.

B. No dangerous material, illegal substances or materials, hazardous materials, explosive, flammable or perishable materials may be stored in Storage Space or in or on the Premises.

Animals:

No animal is permitted on the Premises or the real property to which the Premises are a part unless agreed to by Owner/Agent pursuant to a separate prior written agreement or unless permitted by law.

Permitted animals are identified in Addendum (Addendum "B").

All animals at the Property shall comply with the Pet Addendum (Addendum "B".)

Resident(s) shall not feed or house any stray animals.

Residential Rental Agreement ("Agreement")

Smoking:

A. (If checked) Smoking of any substance by Resident(s), guests or invitees is not permitted in or outside the Premises or the real property to which the Premises is a part.

B. (If checked) Smoking of any substance is only permitted in the following designated areas:

_____.

C. No smoking or restricted area smoking requirements may be different upon Resident(s), guests or invitees based on state or local law and by existing agreements with the Owner/Agent.

Resident(s) are responsible for all damage caused by smoking, including the cost of cleaning the Premises, repainting and replacement of floor coverings or other real or personal property regardless of when last cleaned or replaced.

No smoking or restricted area smoking restrictions are not a guarantee of air quality, reduced health risks or any impact on a person's health. Enforcement of any smoking restriction does not constitute a change in the duties Owner/Agent has under the law, including the warranty of habitability, the laws on nuisance, quiet enjoyment or any other standard of care that may or may not be owed to Resident(s), guests or invitees. Violations of law under this paragraph shall be enforced by the local government.

Rules and Regulations:

A. Resident(s) shall comply with all Rules and Regulations that are posted on the Premises or a copy of the Rules and Regulations are delivered to the Resident(s) or the real property of which the Premises are a part.

B. Resident(s) shall comply with the Rules and Regulations that are attached to this Agreement as Addendum "C".

C. Resident(s) are responsible for ensuring that Other Authorized Occupants, guests and invitees comply with the Rules and Regulations.

D. Owner/Agent may impose, change or modify any Rule and Regulation at any time. Any imposition, change or modification to any Rule and Regulation is not and shall not constitute or be construed to be a diminution of value or decrease in housing services.

E. Residents, their guests and invitees shall not interfere, endanger, disturb or annoy other Resident(s) or occupants, guests or invitees of neighboring properties or use the Premises for any unlawful purpose. Residents, their guests and invitees shall not commit waste, or create a nuisance at the Premises or in general.

F. The Premises is is not in a homeowner association ["HOA"]. If applicable:

1. The name of and contact information for the HOA is:

_____ (Name)

_____ (Street or Mailing Address)

_____, _____, _____ (City / State / Zip Code)

2. Resident(s), their Other Authorized Occupants, guests and invitees shall comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. Decisions of the HOA that limit or restrict in any manner use or access to common areas due to the conduct of Resident(s), their Other Authorized Occupants, guests or invitees shall be binding. Any fee or fine imposed by HOA due to the failure of Residents, their Other Authorized Occupants, guests or invitees shall be paid by Resident(s) on or before the due date.
3. Owner/Agent has delivered or will deliver a copy of the governing documents of the HOA to Resident(s) on _____ (Date).

Residential Rental Agreement ("Agreement")

Pool/Spa/Hot Tub A. The Premises does does not include a swimming pool, spa and/or hot tub ["Pool"]. Use of the Pool and Pool area is a privilege and not a right. Use of Pool by Resident(s) may be restricted or revoked by Owner/Agent if Pool rules are not followed, sanitary conditions prohibit use or maintenance is required or being performed. Owner/Agent may deny or limit access and use of the Pool and Pool Area to Resident(s), Other Authorized Occupants, guests or invitees at Owner/Agent's discretion. Pool rules may be modified at Owner/Agent's discretion. If applicable, Pool and Pool Area Rules are attached hereto and incorporated herein as Addendum "D".

Late Charges, NSF Fees: A. If Owner/Agent incurs costs and expenses associated with Resident(s) payment of Rent, Security Deposit or any other late fee or charge, Resident(s) agree to immediately pay Owner/Agent for those costs and expenses. These costs include but are not limited to accounting, enforcement, late charges and processing fees and costs. Any such costs, expenses and charges shall be in addition to rent owed.

B. Rent is late if not timely paid in full or, if permitted by Owner/Agent by a prior written agreement signed by Owner/Agent, pursuant to agreed to installment payments.

If Resident(s) fails to timely pay Rent when due, or if Resident(s) check is returned for any reason,

Resident(s) shall immediately pay an additional \$ _____ as a late fee and \$30.00 as a NSF fee for the first returned check and \$35.00 for each subsequent returned check. Resident(s) agree that these charges and fees are a fair and reasonable estimate of the costs the Owner/Agent may incur. In no case shall acceptance of any Late Charge or NSF fee constitute a waiver as to any default in Rent. Late fees or charges shall not be considered Rent. An Owner/Agent may exercise all other legal remedies due to the failure to pay Rent when due and the total amount of Rent to be paid when due.

Accounting: Monies received from Resident(s) shall be applied first to late fees, NSF fees, other charges due and owing, replenishment of Security Deposit, past due Rent and last, to current Rent due and owing.

Neighborhood and Security: Resident(s) are solely responsible for determining if the neighborhood and area are satisfactory. This includes proximity to schools, public transportation, parks, law enforcement, crime, felons, registered sex offenders, fire protection, public safety, noise, traffic, commercial or industrial properties, construction, electromagnetic fields ("EMF"), animals, common area facilities, personal needs facilities, personal preferences or requirements, technology, hazards, location and impact of culture, religious or other needs of Resident(s).

Owner/Agent makes no representation that the property or Premises is "secure" or that the property is safe from theft, injury or damage. Gates, fences and locks are not a warranty of protection nor are they provided for the protection of the Resident(s), guests or invitees. Resident(s) shall protect their own property and contact police of suspicious activities, persons or events on or about the property or Premises.

Repairs or Alterations: Resident(s), Other Authorized Occupants guests or invitees shall not make any repairs, alterations or improvements to the Property or Premises without the prior written consent of Owner/Agent; Examples include painting walls, fastening devices, nails or adhesives, installing satellite dishes, signs, displays or exhibits (except as may be allowed by law) on or in the Premises or areas of the Property. Owner/Agent in its sole authority may deny or reasonably condition any agreed to repairs, alterations or improvements requested by Resident(s). Resident(s) shall not deduct from Rent the costs of any repairs, alterations or improvements that are not completed in compliance with applicable law or regulations. Unlawful deductions from Rent shall be unpaid Rent. Owner/Agent shall not be responsible for any cost of repair or alteration by Residents. Owner/Agent may require Resident(s) to restore the alterations or improvements at Resident(s) sole expense, to the condition they were at the beginning of Resident(s) tenancy, normal wear and tear excepted. Any alteration or improvement that Owner/Agent does not require Resident(s) to restore shall become the property of Owner/Agent at no cost to Owner/Agent.

Residential Rental Agreement (“Agreement”)

Keys: _____ (insert number) keys have been provided to the Premises or will be provided on or before _____ [Date].

_____ (insert number) keys have been provided to the Common Areas or will be provided on or before _____ [Date].

_____ (insert number) transmitters are provided to the garage or entry gates or will be provided on or before _____ [Date].

The exterior doors to the Premises have or have not been rekeyed.

If Resident(s) rekeys any locks or installs a lock, copies of the keys shall immediately be delivered to Owner/Agent and Resident(s) shall pay for those costs including loss of keys and transmitters.

No lock shall be removed or disabled.

Lead-Based Paint and Lead-Based Paint Hazards:

(If checked) The Premises was constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from this paint including chips or dust from that paint pose health hazards.

A copy of the federally approved “Protect Your Family from Lead in Your Home” pamphlet has been delivered to Resident(s) or is to be delivered to Resident(s) on or before _____ [Date]. Resident(s) are responsible for providing information about lead-based paint and/or lead-based paint hazards to their guests and invitees. Copies of the pamphlet are also available at: <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

Owner/Agent has no knowledge or has knowledge of lead-based paint or lead-based paint hazards on the Premises. Lead-based paint or lead-based paint hazards are known to be present in the Premises at:

Owner/Agent has or does not have records or reports pertaining to lead-based paint or lead-based paint hazards in the Premises.

Owner/Agent has provided or will provide Resident(s) with copies of those records or reports on or before _____ [Date].

The following Resident(s) has/have received lead-based paint or lead-based paint hazards documentation referenced above:

Methamphetamine

Owner/Agent has or has not received an order from a health official that prohibits occupancy of the property due to methamphetamine contamination. If Owner/Agent has received such a notice, the notice and order are attached.

Environmental Hazards Disclosure:

A copy of the Guide for Homeowners, Buyers, Landlords and Tenants is is not attached as Addendum “E”.

Periodic Pest Control and Pesticides:

See attached Periodic Pest Control Addendum “F”.

Military Ordinance:

The Premises is or is not located within one mile of an area once used for military training which may contain potentially explosive munitions.

Residential Rental Agreement (“Agreement”)

Megan’s Law Disclosure:

Pursuant to Penal Code §290.46, information about certain registered sex offenders is made available to the public via a web site maintained by the California Department of Justice at: meganslaw.ca.gov. Depending on the offender’s criminal history, this may include the residence address of the offender or the community of residence and ZIP code of the offender’s residence. Owner/Agent is not required to check this web site. Resident(s) should obtain further information if they so desire from this web site or from law enforcement agencies.

Bed Bug Disclosure:

See attached Bed Bug Addendum “G”.

Mold & Mildew Disclosure:

See attached Mold and Mildew Disclosure Addendum “H”.

Flood Hazard Disclosure

In every lease or rental agreement for residential property entered into on or after July 1, 2018, the Owner/ Agent offering the Premises for rent shall disclose to Resident(s), the following:

1. The Premises is or is not located in a special flood hazard area or an area of potential flooding, if the Owner/Agent has actual knowledge of that fact. For purposes of this section, “actual knowledge” includes the following:

- A. The Owner/Agent has received written notice from any public agency stating that the Premises is located in a special flood hazard area or an area of potential flooding.
- B. The Premises is located in an area in which the Owner’s mortgage holder requires the Owner to carry flood insurance.
- C. The Owner currently carries flood insurance.

2. Resident(s) may obtain information about hazards that may affect the Premises from the Internet Web site of the Office of Emergency Services. The Internet Web Site address for the MyHazards is: (<http://myhazards.caloes.ca.gov>)

3. The Owner’s insurance does not cover the loss of the Resident(s) personal possessions and it is recommended that the Resident(s) consider purchasing renter’s insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The Owner/Agent is not required to provide additional information concerning the flood hazards to the Property and the information provided pursuant to this section is deemed adequate to inform the Resident(s).

Asbestos:

The Premises was built before or after 1979. Owner/Agent is aware of or is not aware of asbestos containing construction materials.

Smoke Detection Alarms and Devices and Carbon Monoxide Devices Disclosures and Duties:

The Premises is equipped with operable smoke detection alarms or devices and carbon monoxide devices that are approved by the California State Fire Marshal. The devices and alarms have been installed in accordance with the manufacturer’s instructions.

Resident(s) are responsible for periodically checking the alarms and devices to determine they are in working order. Resident(s) are responsible for replacing batteries in alarms and devices when necessary. Resident(s) shall immediately notify Owner/Agent, in writing, if an alarm or device is not working properly or becomes inoperable. TAMPERING WITH OR DESTROYING ALARMS AND DEVICES OR REMOVAL OF BATTERIES IS PROHIBITED.

Death in Premises:

A death has has not occurred in the Premises within the previous three (3) years. If a death has occurred, the death was caused by _____.

Pursuant to state law, any death caused by HIV is not required to be affirmatively disclosed.

Satellite Dish or Antennas:

Satellite dishes or antennas may not be installed without the prior written approval of Owner/Agent. Owner/Agent may deny or condition approval of the installation of satellite dishes or antennas to preserve and protect the Premises or Property.

Utility Conservation Requirements:

Resident(s), guests and invitees shall comply with government and utility company requirements to limit, restrict and conserve the use or consumption of water, gas, electricity, garbage or recyclable products or services. Any changes that become necessary to comply with requirements shall not constitute a decrease in housing services or entitle Resident(s) to a reduced rent or value of the Premises. A person that violates these requirements shall be solely responsible for any fee, fine or charge imposed by the government or utility company.

Residential Rental Agreement ("Agreement")

Waterbeds or Liquid-filled Furniture:

Waterbeds or liquid-filled furniture are not allowed without the prior written consent of Owner/Agent. Owner/Agent may deny or condition approval of the installation of waterbeds or liquid-filled furniture to preserve and protect the Premises or Property.

Resident(s) Obligations:

Resident(s) shall, at their expense, keep the Premises clean and in good order and repair that is free of trash, mold, mildew, pests, vermin and unsightly material. Floor coverings, windows, walls, all improvements to the Premises and Property shall be maintained and kept clean and in good repair. All costs related to unclogging drains, toilets and pipes or other plumbing repairs shall be paid by Resident(s) unless the stoppage or leakage is found to be in the main line and the Resident(s), guests or invitees did not cause the condition or resulting damage. Window screens, garbage disposals, window and door locks and all interior fixtures and improvements shall be maintained and repaired at Resident(s) expense.

Resident(s) shall immediately notify Owner/Agent, in writing, of any defect or dangerous condition in or about the Premises or Property.

Right of Entry:

Resident(s), shall make the Premises available to Owner/Agent at an agreed time or upon twenty-four (24) hours' notice, for the purpose of entering the Premises to (A) make necessary and/or agreed upon repairs, decorations, alterations, improvements or services, (B) show the Property and/or Premises to prospective purchasers, Resident(s), mortgagees, appraisers or contractors and (C) conduct inspections needed to identify conditions requiring necessary services, repairs or improvements or (D) comply with federal, state or local law. and to provide necessary services. Failure to allow access as required herein shall be a material breach of this Agreement.

Notices:

Resident(s) agree that a twenty-four (24) hour written notice shall be reasonable and sufficient notice with the exception of a forty-eight (48) hour written notice to inspect the Premises prior to the Resident(s) moving out, assignment, sublet or tenancy by voluntary act of Resident(s), unless Resident(s) waive the right to notice. If Owner/Agent discloses to Resident(s) that the Property is for sale or exchange, Resident(s) will be notified orally of the showing of the Property or Premises to actual or prospective purchasers.

No written notice will be required if Resident(s) and Owner/Agent agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. No notice is required if entry is due to an emergency or if the Resident(s) is present and consents at the time of entry or if the Resident(s) has abandoned or surrendered the Premises.

Notices served on one Resident shall constitute service of the notice on all Resident(s). Notices shall be in writing and may be served at the following addresses or other location subsequently designated by written notice to the other party:

Owner/Agent: _____ (Name) _____ (Address)
_____ (City, State, Zip) _____ (Telephone)

Resident(s): At the Premises; or other physical address: _____; or if allowed by law, to Resident by email: _____.

Signs:

Resident(s) authorize Owner/Agent to enter, place and display for sale, lease or exchange signs on the Property or the Premises that is in plain view of the public.

Resident(s) shall not post or display any signs except political signs as may be allowed by California Civil Code.

Damage:

If by no fault of Resident(s) the Premises is wholly damaged or destroyed by fire, earthquake, flood, accident or other casualty that render the Premises wholly uninhabitable, Resident(s) or Owner/Agent may terminate this Agreement by giving the other a written notice to terminate. Rent shall be abated on the date when the Premises became uninhabitable. If damage was a result of an act of Resident(s), guests or invitees, the Owner/Agent has the right to terminate this Agreement and no reduction or abatement of Rent shall be made.

Insurance:

Resident(s), guests and invitees personal property are not insured by Owner/Agent or, if applicable, a homeowner's association, due to the loss or damage due to fire, theft, criminal or negligent act of others, earthquake, rain, wind, flood or other causes.

RESIDENT(S) SHALL OBTAIN RENTER'S INSURANCE IN AN AMOUNT WHICH, IN RESIDENT'S SOLE JUDGEMENT, IS SUFFICIENT TO PROTECT RESIDENT(S) PERSONAL PROPERTY AND FROM PERSONAL INJURY, LOSS OR DAMAGE CLAIMS.

Residential Rental Agreement (“Agreement”)

Temporary Relocation:	Resident(s) shall, upon demand of Owner/Agent, temporarily vacate Premises for a reasonable period of time to allow for fumigation or repairs to the Premises. Resident(s) shall comply with all requirements necessary to prepare the Premises for fumigation or repairs including storage or preparing to store food, medicine, plants and valuables. Resident(s) shall be credited Rent equal to the per diem Rent for the duration of time that Resident(s) were required to vacate the Premises.
Assignment, Subletting and Licensing:	Resident(s) shall not assign, sublet or license (for example: Airbnb users) or otherwise transfer for any period of time all or part of the Premises nor shall Resident(s) permit third parties to occupy the Premises without Owner/Agent’s prior written authorization and consent. Violation of this paragraph is a material breach of this Agreement. Should Resident(s) violate this provision of this Agreement, Owner/Agent may immediately terminate this Agreement. If Owner/Agent is to consent to an assignment or sublease, each prospective assignee, sublessee or transferee shall prior to occupancy complete an application to rent, agree to being credit worthy pursuant to Owner/Agent’s policies and procedures or other lawful qualification requirements of Owner/Agent. If all those requirements are approved by Owner/Agent, the prospective assignee, sublessee, licensee or transferee shall sign a written agreement with Owner/Agent to rent the Premises prior to occupancy. Under no circumstances shall such assignee, sublessee, licensee or transferee be deemed an original Resident pursuant to this Agreement. Owner/Agent’s consent to one assignment, transfer sublease shall not be construed to any subsequent assignment, sublease or transfer. Any approved assignment or sublease shall not relieve Resident(s) of his or her obligations under this Agreement.
Breach of Agreement; Termination:	<p>Resident(s) performance of, and compliance with, each of the terms of this Agreement constitute a condition on Resident(s) right to occupy the Premises and any failure of compliance or performance by Resident(s) shall allow Owner/Agent to forfeit this Agreement and terminate Resident(s)’ right to possession of the Premises.</p> <p>Should Owner/Agent terminate this Agreement prior to expiration of the Term, Resident(s) shall be responsible for lost Rent, rental commissions, advertising expenses, repairs, replacements, restoration and costs necessary to ready Premises for re-rental of the Premises. These amounts may be deducted from the Resident(s) Security Deposit in addition to all other remedies available to Owner/Agent.</p>
Vacating the Premises:	Upon termination or expiration of the Term, Resident(s) shall deliver all keys, transmitters and the Premises to Owner/Agent. The Premises shall be delivered vacant. Resident(s) shall remove all their personal property and debris from the Premises and the Property including the exterior areas of the Property. The Premises shall be delivered in a broom clean condition and in substantially the same condition as of the Commencement Date or Extended Commencement Date, normal wear and tear excepted.
Resident Representation:	<p>Resident(s) warrants that all statements made by Resident(s) in the rental application for the Premises are true and accurate.</p> <p>Resident(s) shall immediately notify Owner/Agent if and when any Other Authorized Occupant reaches the age of eighteen (18) or becomes an emancipated minor. All such persons must then complete a rental application and agree that Owner/Agent may obtain a credit report on such person(s) and approve that person as a Resident. Any such person shall not be an Original Resident.</p> <p>If Owner/Agent discovers that the information provided in the rental application and supporting documents is false, such circumstance shall be a material breach of this Agreement.</p>
Negative Reports:	Owner/Agent may submit negative credit information about Resident(s) to credit reporting agencies if Resident(s) fail to perform the terms of payment or other obligations in this Agreement.
Owner/Agent Representation:	Owner/Agent warrants that unless specified in writing, Owner/Agent is not aware of any recorded Notices of Default or Notices of Sale concerning the Property or that Owner/Agent is delinquent for amounts due under a loan secured by the Property or a bankruptcy proceeding affecting the Property.
Waiver:	Waiver by Owner/Agent of a breach of a term, condition or covenant of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach of this Agreement.
Estoppel Certificate(s):	Upon the written request of Owner/Agent, Resident(s) shall sign and deliver to Owner/Agent a Resident Estoppel Certificate within three (3) business days of its delivery to Resident(s). The failure to timely comply with this provision shall be deemed Resident(s) acknowledgement that the information contained in the Resident Estoppel Certificate is true and correct and may be relied upon by a lender or bona fide purchaser for value.

Residential Rental Agreement ("Agreement")

Mediation and Arbitration:

Resident(s) and Owner/Agent agree to mediate any dispute or claim arising out of this Agreement or any resulting transaction before pursuing judicial or arbitration remedy. Mediation fees shall be divided equally between Resident(s) on the one hand and Owner/Agent on the other hand.

For any dispute or claim that arises for which this paragraph applies, any person that commences a proceeding action without first attempting to mediate or refuses to mediate following a written request to mediate, that party shall not be entitled to the recovery of attorneys fees and costs under any theory of liability including, but not limited to contract, tort, statute or equity.

If efforts at mediation are unsuccessful in resolving any dispute or claim, then such dispute or claim shall be resolved through binding arbitration pursuant to California Code of Civil Procedure §§1280, et seq.

The arbitration shall be held in the County where the Premises are located. Any judicial or arbitration proceeding in which attorney's fees are awarded to the prevailing party shall not exceed \$500.00. The decision of the arbitrator shall be final. The parties waive any right to appeal and judgment may be entered on the arbitration award in accordance with state law.

Unlawful detainer actions, mechanic's liens, matters involving probate, small claims and bankruptcy actions are excluded from this mediation provision. Recording an order of attachment, receivership, injunction, pendency of action (lis pendens) or other provisional remedies shall not constitute a waiver of this paragraph.

Joint & Several Liability:

Whether or not Resident(s) is in possession of the Premises, the Resident(s) shall be jointly and severally liable for all Rent incurred during the term of this Agreement and for all damages caused or permitted by Resident(s), guests or invitees. A breach or abandonment by one or more Resident(s) shall not terminate this Agreement and shall not relieve the remaining Resident(s) from completing and fulfilling the terms of this Agreement.

Time of Essence; Entirety of Contract; Counterparts:

Time is of the essence. This Agreement, including all addenda, incorporates all obligations of the parties. If a provision of this Agreement is invalid or ineffective, the remaining provisions will be in full force and effect. This Agreement may not be amended, altered, changed or extended unless in writing signed by the parties. The terms by the Owner/Agent and Resident(s) are final, complete and inclusive and may not be contradicted by evidence of prior oral agreement or representation.

This Agreement and any supplement, addendum or modification may be signed in two or more counterparts, all of which shall constitute the same writing.

Foreign Language & Interpreter:

Yes No: The terms of this Agreement have been interpreted for Resident(s) in the following language: _____ . If yes, the name and contact information of interpreter(s):

Name: _____

Address: _____

Government Identification: _____

I certify that I am over 18 years of age and have been authorized by the prospective Residents to translate, and have translated, this Agreement to them on their behalf.

Signature: _____ Date: _____

If this Agreement has been negotiated in Spanish, Chinese, Korean, Tagalog or Vietnamese, as required by state law, Resident(s) shall be provided a translation of this Agreement in the language that is to be used for negotiation.

Receipt & Agreement:

Resident(s) agree to rent the Premises as described herein subject to the terms and conditions of this Agreement and attached Addenda.

Residential Rental Agreement ("Agreement")

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Resident: _____ Date: _____

Telephone: _____ Email: _____

Owner/Agent: _____ Date: _____