



THIS RENTAL AGREEMENT is entered into between _____, "OWNER(S)", and, _____ "TENANT(S)". PMI East Bay ("Management") is the authorized agent of Owner. The terms and conditions of this rental agreement are as follows:

1. PREMISES:

The Premises hereunder are described as follows: _____

2. TERM IS FOR Twelve (12) months starting on _____.

3. RENT: Basic Rent is \$ _____ (_____)

Maintenance Fee of **\$5.00 (five dollars)** will also be due each month as additional rent. All amounts due under the lease, including but not limited to Basic Rent and Maintenance Fee will collectively be referred to herein as "Rent," Rent must be paid in full, in advance on or before the first (1st) day of each month in the form of personal check, cashier's check, money order or direct deposit. **MAKE CHECK OR MONEY ORDER PAYABLE TO: PMI EAST BAY.** (Company checks or third-party checks from individuals will not be accepted). Rent is to be paid to PMI East Bay at 39111 Paseo Padre Parkway, Suite 206, Fremont, CA 94538 or at such other location as may be provided during the term of this tenancy. It shall be the duty of the Tenant to make certain that rent is to be paid by the first (1st) day of each calendar month. **Any rent received after 5:00 p.m. on the second (2nd) of the month will be subject to a late fee of five percent (5%) and must be made in the form of cashier's check or money order.** It is Tenant(s) responsibility to be certain that each payment is actually received by Landlord on or before its due date. Tenant agrees that if any check payment is not honored by the bank, there shall be a twenty-five-dollar (\$25) service charge for the **first time** and \$35.00 for each additional time check is not honored. In the event Tenant's personal check is returned from the bank for any reason, Tenant will be required to replace the funds with a money order or cashier's check. The replacement of funds must be made IMMEDIATELY and without further demand.

4. CHANGE IN RENT:

After the twelve (12) month lease term expires, Owner and Tenant may negotiate a new rental amount. In such case these terms and conditions shall apply to the new rental amount.

5. POSSESSION:

If landlord is unable to deliver possession within five (5) calendar days after agreed start date, Tenant may terminate agreement and shall be refunded any rent and deposits paid.

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6. SECURITY DEPOSIT: _____

At the termination of the tenancy, it shall be the responsibility of the Tenant to return the Premises in the same condition, reasonable wear and tear excluded. Tenant will be charged actual cleaning costs and repair costs necessary to return the Premises to the same condition as received, normal wear and tear excepted, at the same level of cleanliness as received. Painting and flooring are amortized over the life expectancy of those items. Painting and flooring are amortized over the life expectancy of those items.

Please remember that property is thoroughly photographed and itemized prior to your move in. This will serve as the record of the condition of the property. Tenant is encouraged to keep records of their own photos or videos.

7. ANNUAL MAINTENANCE PROGRAM:

The E.B.P.M. Annual Maintenance Program entails a E.B.P.M. Home Evaluator to perform a walk-through every twelve months. At that time, furnace filters will be replaced, smoke alarms and CO Alarms will be tested and all mechanical and structural evaluated.

8. REPAIRS:

OWNER RESPONSIBILITY:

- Walls foundation, stairs, banisters, windows
- Roof/gutters
- Appliances provided
- Furnace/A.C.
- Chimney and ventilation
- Water-heater
- Electrical wiring
- Water/gas pipes
- Leaks with sinks, baths, toilets
- Fences

TENANT RESPONSIBILITY:

- Toilet and sink back-ups if caused by misuse
- Changing light bulbs and alarm batteries
- Repair or replace anything broken that is not wear and tear
- Keeping the property clean and safe

Tenant understands and agrees that only an approved licensed plumbing company is allowed to perform repairs on the plumbing.

9. MAINTENANCE:

Tenant agrees to maintain surfaces (*i.e.*, granite, porcelain, tile, floors, appliances, carpeting, stainless steel, wood cabinets, etc.) per manufacturer's specifications and use only approved/recommended cleaning supplies as needed in order to maintain the property in a clean, sanitary and orderly manner.



_____ **10. CHANGES OR ALTERATIONS:**

Tenant agrees and understands that they are not allowed to make any changes or alterations to the property inside or out without written permission of the Owner. If any changes or alterations are done with or without permission of the Owner, the Tenant agrees that the Owner has the right to charge the Tenant the cost of restoring the property back to its original condition and/or the cost of removal of said items.

_____ **11. LANDSCAPING:**

Owner is / is not providing a gardener. Gardener will make water recommendation to Tenant and Tenant shall be responsible for watering the lawns and maintaining the landscaping in between visits. Should watering of the lawns and landscape not be done by the Tenant, a watering notice will be served to Tenant. If not corrected, damages will be deducted from security deposit.

_____ **12. ANTS, SPIDERS, RODENTS & TERMITES:**

If any infestation of pests is due to natural circumstances, landlord will be responsible. If any infestation of pests can be linked to Tenant behavior or actions, the Tenant will be responsible. Subject to local law, Tenant agrees upon demand of landlord to temporarily vacate the Premises for a reasonable period to allow for fumigation to control termites. Tenant agrees to comply with all instructions and shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate the Premises.

_____ **13. ENTRANCE OF OWNER ON PREMISES:**

Tenant understands and agrees to allow Landlord access for property evaluations every twelve (12) months. Tenant will receive, at a minimum, a twenty-four (24) hour notice in writing prior to each evaluation. Should Tenant refuse access to Landlord to do the evaluations, Tenant agrees that Owner shall have the right to charge a fifty-dollar (\$50) service charge each time Landlord is refused access. (Emergency access) Owner reserves the right to enter the property to protect the property which is stated in California Civil Code Section 1954.

_____ **14. UTILITIES:**

Tenant is responsible for all utilities except: _____. Tenant must change utilities not included in the lease to their name within twenty-four (24) hours of move in date. If utilities are not changed as instructed, tenant will be charged a Lease Violation Fee of twenty-five dollars (\$25.00). Please refer to Tenant Handbook.

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15. KEYS AND AUTOMATIC DOOR OPENER:

Tenant acknowledges they have received the following: ___garage door remote(s) (replacement if lost, \$50); ___ Premises key(s) (replacement if lost, \$15); ___ mailbox key(s) (replacement if lost, \$50); ___ pool key(s) (replacement if lost, \$125). Should the Tenant change any locks on the Premises without notifying Landlord, it is understood that the Tenant has violated this Rental Agreement and is fully responsible for any damages incurred due to fire, water leaks or other natural and unnatural disasters, because access by key entry was not available to Landlord. In addition, the Tenant will pay for all new locks that must be installed. Changing of the locks is allowed only by a licensed Locksmith and must be approved by the Landlord prior to its being done.

16. OCCUPANTS:

Only Tenant and authorized Occupants designated in this Rental Agreement may occupy the Premises. The stay of any other person shall not exceed fourteen (14) days without written authorization of Owner. The Owner reserves his right to terminate the tenancy for this violation of the Rental Agreement. If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenants under this agreement, jointly with every other Tenant and individually, whether or not in possession. If there is more than one Tenant, each one shall be responsible for the performance of every other Tenant, individually and jointly, whether or not in possession.

17. CONDUCT:

It is understood and agreed that all activities of any occupant or guests are to be conducted in a quiet, considerate manner to not annoy or disturb other Tenants or adjoining neighbors or create a nuisance of any kind. Radios, television sets, musical instruments and other noise making apparatuses must be operated in such a manner so as not disturb other tenants. Quiet Hours are between 11:00 p.m. and 7:00 a.m. Tenant should make extra efforts not to disrupt other tenants during Quiet Hours. Any disturbance, disruption, annoyance or noise that interrupts the quiet enjoyment of other tenants will be considered a material breach and cause for termination of the tenancy. Tenant, Occupants or guests may not permit or engage in criminal activity on or near the Premises or the property. Criminal activity includes the violation of any laws, ordinances and requirements of government authorities. Conviction of criminal activity will not be required.

18. VEHICLES:

Tenant agrees to abide by any rules concerning the parking of vehicles that may be posted throughout the property or as modified from time to time. Tenant will park only in areas designated for parking. Tenant or vehicle owner will be charged the cost of cleanup or other damage caused by any vehicle(s) leaking oil or grease. Tenant also agrees to operate motor vehicles in and about the Premises in a safe, sane and orderly manner. Inoperable vehicles and vehicles parked in fire lanes or contrary to posted signs or laws will be towed at vehicle owner's expense.



19. USE OF THE PREMISES/GARAGE/COMMON AREA:

The Premises are to be used as a residential dwelling only. No hazardous materials shall be stored in garage areas or any unsafe areas at the property. Common areas must be kept in a neat and orderly fashion.

20. PET: _____ is the only authorized Pet permitted on the Premises.

If a pet is allowed by Owner, Tenant agrees to a one time five hundred-dollar (\$500) pet fee paid at the time of signing of the Rental Agreement. Owner reserves the right to terminate the tenancy for any unauthorized pet or animal that is brought into the Premises. Tenant represents that Pet is housebroken and will follow all rules in the Pet Addendum.

21. INDEMNIFICATION:

To the extent allowed by law, Owner shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Premises unless such damage is the result of negligence of Owner, his Agents or employees. Except as otherwise required by law, Tenant agrees to hold Owner harmless from any claims or damages no matter how caused.

22. SMOKE ALARMS & CARBON MONOXIDE ALARMS:

Tenant shall be responsible for keeping all smoke alarms and carbon monoxide alarms in working order and for replacing batteries when needed

23. RENTER'S INSURANCE:

- A. Tenant understands that property and liability insurance policies carried by Management and the Owner of the Premises may not protect Tenant and guests against loss or damage.
- B. Tenant agrees to purchase and maintain a standard type of Renter's Insurance policy which provides limits of liability and fire coverage in an amount no less than \$100,000 on a per-occurrence basis.
- C. Tenant agrees to provide written proof of insurance coverage to Management within 5 days of taking possession of the Premises. Tenant agrees to renew and keep the appropriate level of insurance in place during the entire term of tenancy.
- D. Unless prohibited by law, Tenant waives any insurance subrogation rights or claims against Landlord, Owner and their insurers.

24. DEFAULT (NON-PAYMENT OF RENT):

The occurrence of any one or more of the following events shall constitute a default by Tenant:

- A. The failure by Tenant to make any payment of rent or other charges when due.
- B. The failure by Tenant to observe the conditions of this agreement where such failure shall continue for a period of three (3) days after written notice from Owner to Tenant.



25. REMEDIES (DUE TO DEFAULT): Owner may elect any of the following remedies:

- A. Re-enter the Premises without terminating this rental agreement unless written notice of intent to terminate is given.
- B. Re-enter the Premises and terminate this rental agreement. In such case, Owner shall have the rights given under Section 1951.2 of the California Civil Code.
- C. If Tenant abandons or vacates the Premises while in default of the payment or rent, Owner may give Notice of Belief of Abandonment. Owner may consider any property left on the Premises to be abandoned and may dispose of in any matter allowed by law.
- D. Owner may recover from Tenant expenses incurred in recovering possession of the Premises, placing property in good order and condition and altering or repairing the same for re-renting. In addition, Owner can recover other expenses, commissions and charges as a result of any default by Tenant hereunder.

26. GARBAGE SERVICE:

Tenant agrees to have garbage pickup and agrees to put their garbage cans out on service day and bring in after pickup day. Tenant agrees to place the garbage cans behind their gate or in the garage.

27. SHOWING OF THE UNIT:

When Tenant has given written notice to Owner to vacate, Tenant agrees to cooperate in allowing reasonable access so that the property can be shown by E.B.P.M. to prospective tenants or buyers. Tenant will always be given at least 24 hours' notice.

28. SMOKING:

This is a non-smoking property. Tenant agrees NOT to smoke at the property at any time. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product (whether tobacco, marijuana, or any other substance) in any manner or in any form. Tenants are prohibited from smoking on the Premises or in any building or portion of the building or anywhere on the property.

29. TELEPHONE SERVICE:

Tenant understands and agrees that the Owner has the responsibility to provide them one working phone jack in the property. Tenant agrees that if there is a problem with the existing telephone jack they must furnish proof of an inside wiring problem.

30. DISRUPTIVE ACTIVITIES:

Tenant understands and agrees that any growing of marijuana will result in the termination of their tenancy. Items that increase Owner's liability or insurance premiums are considered safety and liability issues and are prohibited. In addition, no barbecues are allowed to be used within ten (10) feet of the building.



31. MEGAN'S LAW:

Megan's Law: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an Internet Web site 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.

32. ASSIGNMENT AND SUBLETTING:

Tenant shall have no right to assign or sublet rights or duties under this agreement without first obtaining the permission of the Owner; however, Owner agrees that such permission will be at Owner's sole discretion. In no event shall any assignment or subletting change any of the terms of this Rental Agreement.

33. LEASE RENEWAL:

Tenant will receive a 12-month lease renewal approximately 30 – 45 days prior to your lease expiring. If E.B.P.M. does not receive the lease renewal nor do we receive a 30-day Notice to Vacate, your lease will expire, and you will automatically revert to month to month. Your rent will then automatically increase by 10% per month.

34. ATTORNEY FEES:

Tenant hereby agrees to pay any attorney's fees or costs incurred by Owner's or Property Manager for the preparation and/or service of any notice to Tenant resulting from Tenant's violation of the terms of the rental agreement, including, but not limited to, a three (3) day Notice to Pay Rent or Surrender Possession. In any legal action brought by either party to enforce the terms hereof or relating to the action, including reasonable attorney's fees, such attorney's fees not to exceed two thousand, five hundred dollars (\$2,500).

35. NOTICE:

All notices under this agreement shall be in writing and shall be effective either upon personal delivery, or may be sent by First Class Mail addressed to the last known address of the party to whom such notice is given.

36. REPRESENTATIONS:

Any statement submitted by Tenant in application to rent the Premises is to be considered true. If any material part be false, the Owner may terminate this agreement at any time.

37. TIME IS OF THE ESSENCE:

Time is of the essence in this agreement, and all covenants and conditions must be performed promptly as promised.

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38. PROPER NOTICE:

Tenant must fulfill their lease term. Should the Tenant decide to vacate at the end of the lease term, they must give 30 days' notice in writing to the Owner/Management.

39. BREACH OF CONTRACT:

In the event of termination by Tenant prior to completion of the lease, Tenant shall be responsible for all rents until the Lease end date or until the property is re-leased to a new Tenant. Tenant will also be responsible for any leasing and advertising costs. To E.B.P.M. which equates to 50% of one month's rent.

40. This lease and the addenda indicated below constitute the entire agreement between the parties, and supersedes all prior negotiations, agreements, promises and representations.

- Mold Addendum
- Bedbug Addendum
- Lead Base Paint Disclosure
- Move-Out Guidelines
- Insurance Addendum
- Pet Addendum (if applicable)

CITY OF FREMONT ADVISORY

You are hereby advised of the existence of the City of Fremont's Rent Increase Dispute Resolution Ordinance which became effective on August 21, 1997. This ordinance applies to all housing units (apartments, condominiums, and single-family homes) and provides rental residents and owner with steps that they can undertake to resolve rent increase disputes. You can receive a copy of the resolution by contacting the city's Office of Neighborhoods at (510) 494-4500 or email housing@fremont.gov.

Tenant(s):

Owner(s):

Tenant's Signature

Owner/Owner's Agent

Date

Date

Tenant's Signature

Date

Please pay rent to: **PMI East Bay**
Address: **39111 Paseo Padre**
Parkway, Suite 206
City: **Fremont, CA 94538**
(510) 996-3229



MOLD ADDENDUM TO LEASE

This Mold Addendum as agreed to and shall be made part of the Rental Agreement between:

_____ (OWNER OR AGENT) AND
_____ (TENANTS) for the Premises located at
_____.

Mold consists of naturally occurring microscopic organisms. Most molds are not harmful to people, but it is believed that certain types of mold may lead to adverse health effects in some people. A certain amount of mold exists in every home.

Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Tenant acknowledges that the above-mentioned Premises was delivered free of mold problems or existing condition that may contribute to mold growth in the Premises. Tenant will be responsible for remedying future mold conditions caused as a result of poor housekeeping.

CLIMATE CONTROL: Tenant(s) agree to use air-conditioning systems, if provided, in a reasonable manner and use heating systems in moderation and keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.

TENANT(S) AGREE TO: Use hood vents when cooking, cleaning and dishwashing ·Keep closet doors ajar ·Avoid excessive amounts of indoor plants ·Use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture · Use ceiling fans if present ·Water all indoor plants outdoors ·Wipe down any moisture and/or spilling ·Wipe down bathroom walls and fixtures after bathing/showering ·Wipe down any vanities/sink tops ·Avoid air drying dishes ·Not “hang-dry” cloths indoors ·Open blinds/curtains to allow light into Premises ·Wipe down floors if any water spillage ·Hang shower curtains inside bathtub when showering ·Securely close shower doors if present and leave bathroom and shower doors open after use ·Remove any moldy or rotting food and remove garbage regularly ·Use household cleaners on hard surfaces ·Wipe down any and all visible moisture including windows and sills ·Inspect for leaks under sinks.

SMALL AREAS OF MOLD: If mold as occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then with 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

COMPLIANCE WITH REMEDIATION MEASURES: Tenant agrees to comply with all instructions and requirements necessary to prepare the Premises and/or Property for investigation and remediation (including relocation), to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Tenant’s responsibility unless the elevated mold growth was the result of Owner negligence, intentional wrongdoing or violation of law. Owner is not responsible for any condition about which Owner is not aware. Tenant agrees to provide Owner with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Premises or Property as soon as Tenant obtains them. Violation of this section will be a material breach of the Rental Agreement.

VIOLATION OF ADDENDUM

Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew, leaks or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the lease, and Owner or agent shall be entitled to exercise all right and remedies it possesses against TENANT(S) and TENANT(s) shall be liable to Owner for damages sustained to the premise. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

Tenant’s Signature

Date

Tenant’s Signature

Date

Owner/Owner’s Agent

Date



BEDBUG ADDENDUM

This Bed Bug Addendum is an addendum and part of the Rental Agreement dated _____, 20____ between _____, hereby known as Owner/Agent and _____, hereby known as Tenant(s) for the Premises located at _____, Unit Number _____, in the City of _____, CA.

Tenant(s) acknowledge that the Owner/Agent has inspected the Premises and is aware of no bedbug infestation.

Tenant(s) claim that all furnishings and personal properties that will be moved into the Premises are free of bedbugs.

_____ (Tenant Initials) _____ (Tenant Initials)

Tenant(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Tenant(s) shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Tenant(s) shall cooperate with pest control efforts. If the Premises or a neighbor’s unit is infested, a pest Management professional may be called in to eradicate the problem. The Premises must be properly prepared for treatment. Tenant(s) must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands.
 - Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Tenant agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys’ fees that Owner/Agent may incur because of the negligence of the Tenant (s) or any guest occupying or using the Premises.
5. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color.



BEDBUG ADDENDUM CONTINUED

When a bed bug feeds, its body swell, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots of mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy, bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

By signing below, the undersigned Tenant (s) agree and acknowledge having read and understood this addendum.

Tenant's Signature

Date

Tenant's Signature

Date

Owner/Owner's Agent

Date



LEAD BASED PAINT DISCLOSURE

This Lead-Based Paint Addendum is an addendum and part of the Rental Agreement dated _____, 20____ between _____, hereby known as Owner/Agent and _____, hereby known as Tenant(s) for the Premises located at _____, Unit Number _____, in the City of _____, CA.

(Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards)

Lead Warning Statement – Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Owner’s Disclosure (Initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Owner (check one below):

- Owner has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant’s Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above

_____ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home* (VIA TENANT PORTAL)

Agent’s Acknowledgement (initial)

_____ (e) Agent has informed the Owner of the Owner’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant’s Signature

Date

Owner/Owner’s Agent

Date

Tenant’s Signature

Date

Owner/Owner’s Agent

Date



MOVE-OUT CLEANING, REPAIR & REPLACEMENT CHARGE GUIDELINES

Cleaning and Repair Guidelines

If, prior to moving out, Tenant does not professionally clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from Tenants security deposit. If Management incurs a higher cost for cleaning or repairing an item, Tenant will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; Tenant may be charged for cleaning or repairing items that are not on the list.

<u>Premises Cleaning</u>		<u>Carpet Cleaning</u>		<u>Miscellaneous Cleaning/Repair</u>	
Studio	\$135	Studio	\$75	Mini Blinds	\$10/blind
1x1	\$155	1x1	\$85	Vertical Blinds	\$10/blind
2x1	\$165	2x1	\$95	Trash/load	\$100
2x2	\$185	2x2	\$95	Contact Paper Removal	\$100
3 Bedroom Home	\$235	3 Bedroom Home	\$165		
4 Bedroom Home	\$295	4 Bedroom Home	\$225		

Painting, Carpet, Vinyl & Blinds Charge Guidelines

In almost all cases, once a tenant vacates, the interior will require new paint, blinds, vinyl and carpet. The following schedule applies to your pro-rated costs.

<u>Length of Stay</u>	<u>% of Cost Charged</u>	<u>Length of Stay</u>	<u>% of Cost Charged</u>
0-6 months	100%	21-22 months	60%
7-8 months	95%	23-24 months	55%
9-10 months	90%	25-26 months	50%
11-12 months	85%	27-28 months	45%
13-14 months	80%	29-30 months	40%
15-16 months	75%	31-32 months	30%
17-18 months	70%	33-34 months	20%
19-20 months	65%	35-36 months	10%
		After 36 months	No Charge Back

Replacement Charge Guidelines

If any items are missing or damaged to the point that they must be replaced when Tenant moves out, Tenant will be charged for the current cost of replacement, including labor and service charges. A representative list of replacement charges is provided below. These are guidelines for prices. If management incurs a higher cost for replacing an item, Tenant will be responsible for paying the higher cost. Please note that this is not all-inclusive list; Tenant may be charged for the replacement of items that are not on the list.

Patio Glass Doors	\$200	Ice Trays	\$15	Doors	\$200
Window Glass	\$100	Drip Pans	\$15	Light Bulbs	\$10
Patio Screens	\$75	Mail Box Key	\$55	Mirrors	\$95
Window Screens	\$55	Door Key	\$55	Tiles/each	\$55
Shower Doors	\$200	Garage Opener	\$85	Light Fixture	\$95
Shower Rods	\$45	Fire Extinguisher	\$70	Ceiling Fan	\$95
Towel Rack	\$40	Refrigerator Shelf	\$50		

The Resident(s) acknowledge(s) having read and understood the above.

 Tenant's Signature

 Date

 Tenant's Signature

 Date

 Owner/Owner's Agent

 Date



MINIMUM REQUIRED INSURANCE ADDENDUM

This minimum required insurance addendum (“MRI Addendum”) is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Tenant’s legal liability for damage to the landlord’s property for no less than the following causes of loss: fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump (“Minimum Required Insurance”).

Tenant is required to furnish Management (“East Bay Property Management”) with evidence of Minimum Required Insurance prior to occupancy and at the time of each lease renewal period. If at any time Tenant does not have Minimum Required Insurance, Tenant is in breach of the Lease Agreement and Owner shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Tenant for all costs and expenses associated with such purchases.

Tenant may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Tenant’s choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Tenant does not maintain Minimum Required Insurance, the insurance requirement of the Lease Agreement may be satisfied by Management, who may schedule the Premises for coverage under the Tenant Liability insurance policy (“RL”). The coverage provided under the RL will provide the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the RL coverage (premium and administrative fee) shall be charged to Tenant by the Manager. Some important points of this coverage, which tenant should understand are:

1. RL is designed to fulfill the minimum insurance requirement of the Lease Agreement. Manager is the Insured under the RL and Property Owner is the beneficiary under the RL. Tenant is not the Insured under the RL Policy.
2. RL Coverage is not personal liability insurance or renter’s insurance. Manager makes no representation that RL covers the Tenant’s private property (contents), additional living expense or liability arising out of bodily injury to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant’s choice.
3. Coverage under the RL policy may be more expensive that the cost of Minimum Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the RL Policy.
5. The total cost to the Tenant for the Manager obtaining RL coverage shall be \$12.95 per month. This includes: (a) an Administration Fee retained by the Manager for processing and handling in the amount of three dollars (\$3.00), and (b) any premium, third party administrative expenses or other taxes and fees due to state governing bodies.

Scheduling under the RL policy is not mandatory and Tenant may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Tenant’s choice at any time and coverage under the RL policy will be terminated by the Manager.

_____	_____	_____	_____
Tenant’s Signature	Date	Tenant’s Signature	Date
_____	_____		
Owner/Owner’s Agent	Date		