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Fixed-Term Residential Lease

1. **Identification of Landlord and Tenants.** This Agreement is made and entered into on June 1, 2008 between CHERYL DRESSIN^{ower} ("Tenants") and FRED TURNER ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
2. **Identification of Premises and Occupants.** Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, for residential purposes only, the premises located at 757 SANTA RAY, California ("the premises"). The premises shall be occupied by the undersigned Tenants and the following minor children:
Baby to come.
3. **Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenants and any minors listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.
4. **Defining the Term of the Tenancy.** The term of the rental shall begin on June 1st, 2008 and shall expire on MAY 31st, 2009. Should Tenants vacate before expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.
5. **Amount and Schedule for the Payment of Rent.** Tenants shall pay to Landlord a monthly rent of \$ 1200., payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid to FRED TURNER at 757 SANTA RAY AVE or at such other place as Landlord shall

designate from time to time.

- a. The form of payment shall be: ☐ cash ☒ personal check ☐ certified funds or money order ☐ credit card ☐ automatic credit card debit ☐ bank debit

☐ b. [Check if rent will be accepted personally, not by mail.] Rent is accepted during the following days and hours: Any time before due date.

☐ c. [Check if rent will be paid by electronic funds transfer.] Rent may be paid by electronic funds transfer to account number N/A in the name of [Account Holders] N/A at [Bank] _____, [Branch] N/A branch, a financial institution located at [Address] N/A, telephone (____) _____.

d. On signing this Agreement, Tenants shall pay to Landlord for the period of June 1st, 2008, through July 1st 2008 the sum of \$ 1200. as rent, payable in advance.

Rent is \$1,800/month

6. **Late Charges.** Tenants shall pay Landlord a late charge if Tenants fail to pay the rent in full within 5 days after the date it is due. The late charge shall be \$ 25.00, plus \$ 25.00 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed \$ 400.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **Returned Check and Other Bank Charges.** In the event any check offered by Tenants to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$ 30.00.

8. **Amount and Payment of Deposits.** On signing this Agreement, Tenants shall pay to Landlord the sum of \$ 900.00 as a security deposit. Tenants may not, without Landlord's prior written consent, apply this security deposit

to the last month's rent or to any other sum due under this Agreement. Within three weeks after Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenants' security deposit necessary to: (1) remedy any default by Tenants in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; (3) clean the premises if necessary to restore it to the same level of cleanliness it was in at the beginning of the tenancy; and (4) remedy any default by tenants, under this agreement, to restore, replace, or return any of Landlord's personal property mentioned in this agreement, including but not limited to the property referred to in Clause 11.

Landlord shall pay Tenants interest on all security deposits as follows:

- ☐ a. Per state law, no interest payments are required.
- ☐ b. Local law requires that interest be paid or credited, which shall occur as follows: _____

9. Utilities. Tenants shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: Water, Garbage

- ☐ Tenants' gas or electric meter serves area(s) outside of their premises, and there are not separate gas and electric meters for Tenants' unit and the area(s) outside their unit. Tenants and Landlord agree as follows:

N/A

10. Prohibition of Assignment and Subletting. Tenants shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

11. Condition of the Premises. Tenants agree to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed

when Tenants took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises, including Landlord's personal property therein, damaged by Tenants or their guests or invitees through misuse or neglect.

Tenants acknowledge that they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, except as noted here:

12. Possession of the Premises. If, after signing this Agreement, Tenants fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenants for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenants shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenants shall be limited to the return of all sums previously paid by Tenants to Landlord.

13. Pets. No animal, bird or other pet shall be kept on the premises without Landlord's prior written consent, except properly trained dogs needed by blind, deaf or physically disabled persons and:

☐ a. None.

☒ b. 2 Cats, under the following conditions: *to be cared for by tenant.*

14. Landlord's Access for Inspection and Emergency. Landlord or Landlord's agents may enter the premises in the event of an emergency or to make repairs or improvements, supply agreed services, show the premises to prospective buyers or tenants, and conduct an initial move-out inspection

requested by tenants. Except in cases of emergency, Tenants' abandonment of the premises or court order, Landlord shall give Tenants reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.

15. Extended Absences by Tenants. Tenants agree to notify Landlord in the event that they will be away from the premises for 10 consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

16. Prohibitions Against Violating Laws and Causing Disturbances. Tenants shall be entitled to quiet enjoyment of the premises. Tenants and their guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

17. Repairs and Alterations

- a. Tenants shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenants shall provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises. Landlord will not unreasonably withhold consent for such repairs, but will not authorize repairs that require advanced skill or workmanship or that would be dangerous to undertake. Landlord will not authorize repairs unless such repairs are likely to return the item or element of the rental to its pre-damaged state of usefulness and

attractiveness.

18. Damage to the Premises. In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:

- a. If the premises are totally damaged and destroyed, Landlord shall have the option to: (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenants' rent shall be abated while repairs are being made; or (2) give written notice to Tenants terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement shall cease.
- b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenants must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement shall terminate at the option of either party.
- c. In the event that Tenants, or their guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- d. Landlord shall not be required to repair or replace any property brought onto the premises by Tenants.

19. Tenants' Financial Responsibility and Renters' Insurance. Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to Tenants and their guests and invitees caused by theft, fire or any

other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenants obtain a renters' insurance policy from a recognized insurance firm to cover Tenants' liability, personal property damage and damage to the premises.

20. Waterbeds. No waterbed or other item of water-filled furniture shall be kept on the premises without Landlord's written consent.

☐ Landlord grants Tenants permission to keep water-filled furniture on the premises. Attachment N/A: Agreement Regarding Use of Waterbed is attached to and incorporated into this Agreement by reference.

21. Tenant Rules and Regulations

☒ Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment and attached to and incorporated into this Agreement by reference.

22. Payment of Attorney Fees in a Lawsuit. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ☒ shall not/ ☐ shall recover reasonable attorney fees and court costs.

23. Authority to Receive Legal Papers. Any person managing the premises, the Landlord and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☐ a. the manager, at the following address and telephone number:

☒ b. the Landlord, at the following address and telephone number:

757 SANTA RAY AVE, OAKLAND, CA 94610

☐ c. the following: _____

24. Additional Provisions

☒ a. None.

☐ b. Additional provisions are as follows: _____

25. State Database Disclosure. Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code §2079.10a)

26. Grounds for Termination of Tenancy. The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

27. Entire Agreement. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenants. Any modifications to this Agreement must be in writing signed by Landlord and Tenants. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Freddie R. Turner 5-9-2008
Landlord/Manager Date

757 SANTA RAY AVE, OAKLAND, CA 94610
Landlord/Manager's Street Address, City, State & Zip

Heaven D. Cass 5/9/08
Tenant Date