**[PROPERTY\_NAME]**

**[ADDR\_LINE\_1]**

**[ADDR\_LINE\_2]**

**RENTAL AGREEMENT**

This agreement is made and entered into on [TODAY\_DATE] between

J. Stevick/E.Scherer (Owners) and [TENANT\_NAME] (Tenant):

**Contact Information**

John Email: john.stevick@gmail.com

John Cell: 510/325-5247

Elizabeth Cell: 510/289-3881

*Tenant Name: [TENANT\_NAME]*

*Tenant Cell Phone: [TENANT\_CELL]*

*Tenant Email: [TENANT\_EMAIL]*

The Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises known as [PROPERTY\_NAME], Apt #[APT], [ADDR\_LINE\_2] on a fixed term beginning on **[START\_DATE]** and ending on **[END\_DATE]**.

2. Rental payments are due in advance on or beforethe *first* day of each month or upon moving in. Monthly rent is $[MONTHLY\_RENT] a month. Please make your rental payment payable to “John Stevick at 1636 Walnut Street, Berkeley, CA 94709. There is a charge of $35 for any returned checks or late checks received after the 4th day of the month.

3. Resident shall deposit with Owner, as a security deposit, the sum of **$[SEC\_DEP]**. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults as follows:

a. In the payment of rent, or

b. To repair damages to the premises caused by Resident, exclusive of ordinary wear and tear,

c. Additional cleaning may be necessary and deducted from deposit in extreme cases

d. To clean the premises, upon termination of the tenancy a **$[CLEANING\_FEE] cleaning fee will be deducted from the security deposit.**

No later than two weeks after Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any security deposit received and the disposition of such security deposit and shall return any remaining portion of such security deposit to Resident.

4. Resident has inspected the premises, furnishings, and equipment, and has found them to be satisfactory. The apartment is rented as is. All plumbing, heating and electrical systems are operative and deemed satisfactory. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner’s prior written consent. The tenant is responsible for the cost of all repairs made necessary by his own actions, or actions of his guests, normal wear and tear excepted. Plumbing stoppage caused by Tenant will be corrected by Owner at Tenant’s expense. Any plumbing, electrical, heating appliance or other maintenance problems should be directed to John Stevick at 1636 Walnut Street immediately upon observation. Tenant is responsible for maintenance of interior as well as security items such as door locks, smoke detectors, etc. Light bulbs are installed prior to move-in. Replacement of lightbulbs and other household items is the responsibility of the tenant. The apartment is pest free, so any insects, ants, or pests which appear will be the responsibility of the resident. The resident will have the financial responsibility to eradicate and remove them. All occupants of the premises, and each and every tenant and co-signer signing this rental agreement, are jointly and severally liable for all rents, damage, and extra services incurred for this premise. Resident’s property is not insured by Owner.

5. Tenant may not assign, sublease, nor change roommates or increase number of tenants. It is agreed that the above is a material term of this rental agreement. Any attempted subletting or assignment by Resident shall be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

6. Except as prohibited by law, this agreement may be terminated by either party after service upon the other a written30-day notice of termination of tenancy. If the resident(s) serve such J upon the owner, the tenant(s) must return possession at the end of 30 days pursuant to such notice.

7. Premises shall be occupied **only** by the two following named person(s):

[TENANT\_NAME]

[OPT\_TENANT\_2]

8. No bird or animal, no pets, no water beds or liquid filled furniture shall be kept or allowed in or about the premises.

9. Toys, strollers, market carts, bicycles, etc. are to be kept **inside** the apartment when not being actively used.

10. Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

11. Owner shall pay for 100% of electric and gas, all utilities, cable services and internet for the first [UTIL\_MONTHS] months.

12. The Owner and its agents and employees shall not be responsible for injury, loss or damage to tenant, tenant’s guests or invitees, or any of their property. Tenant assumes all risks for such injury, loss or damage. It is recommended that tenant obtain adequate insurance covering any such injury, loss or damage.

13. Owner and his/her agents or employees may enter the premises: (a) in case of emergency, or (b) When Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors provided Resident is given reasonable notice of Owner’s intent to enter, with entrance during the following hours: M-F, 8am to 7 pm, Saturday and Sun 11am - 7pm. Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary.

Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold Owner harmless for such entry.

14. Resident has received info on how to protect from lead.

15. There is **no** smoking (tobacco or marijuana included) allowed in the apartment, inside the building, in the garden or anywhere on the premises.

16. Resident agrees to keep the interior of the apartment clean, ensuring that no excessive mold, rust, or mildew is left unattended. Resident shall maintain the apartment by cleaning floors, dusting windows, cleaning oven, etc. on a regular basis, as in every two weeks.

17. Tenant is responsible for paying all pest control services necessary, including bed bug treatment, respective to their room. Tenant is obligated to report any pest sightings – including bed bugs – to the landlord or property management immediately. Tenant is required to furnish their respective mattress and box spring with the appropriate synthetic encasements. Landlord certifies the premise and Tenant’s respective room are free and clear of bed bugs upon the arrival of Tenant. Should bed bugs appear in Tenant’s respective room while Tenant resides at the premise or within two weeks of their departure, Tenant will be responsible for remediating the situation in accordance with methods deemed appropriate by Landlord. Tenant will pay for all costs of remediation.

18. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys’ fees and costs. Notice upon Owner may be served upon John Stevick at 1636 Walnut Street, Berkeley, CA 94709.

19. If any part of this contract is found to be illegal, then the rest of the contract will remain valid.

20. No pets are allowed on the property unless previously discussed and agreed upon prior to the commencement of the lease. If the residency of a pet is agreed upon, the pet is to be kept on a leash at all times on the premises.

Species: [DOG\_SPECIES]

Breed: [DOG\_BREED]

Weight: [DOG\_WEIGHT]

Name: [DOG\_NAME]

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Resident

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Owner/Agent