

ROOM RENTAL AGREEMENT

This is a legally binding agreement. It is intended to promote household harmony by clarifying the expectations and responsibilities of the Homeowners and Tenant. The Owner shall provide a copy of this signed document to the Tenant, as required by law.

Address of The Home

Parties

Owners

Tenant

Start Date

This Agreement is entered on: _____

The Start Date of this lease is: _____

Length of Agreement

Month-to-Month: The Agreement automatically is renewed on the 1st of every month and ends on the last day of the month. The Tenant must provide 30 days written notice, signed by both parties, to cancel or change the Agreement.

Rent

The Rent for the room is \$_____ per month

Rent is due on the 1st of each month. If the Start Date is after the first, the first months rent is prorated for the remaining time of the month. For the last month of the Tenant's stay the full amount of rent is due.

Payment of Rent

Tenants shall pay Owner rent in advance on the 1st day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent is payable only by:

1. Online Payments with Dwolla. Dwolla is for transferring money from one bank account to

- another. Tenant can initiate transfers individually, or set up recurring transfers to Owner.
2. Direct Deposit into the bank. Tenant can go to the bank and deposit the checks into Owners account. Or, transfers can be done remotely if Tenant's bank allows.
 3. Pay online with Amazon payments. payments.amazon.com
 4. PayPal. Tenant can choose to send money via PayPal's Personal Payment.

Move-In Costs

At the date this Agreement is entered on the Tenant owes the Owner the first and lasts months rent and a security deposit of \$_____. The total Move-In-Costs are \$_____. This Agreement is not valid until the Move-In Costs are paid to the Owner. The first months rent is non-refundable for any reasons, regardless of if Tenant moves in.

Utilities & Monthly Bills due

PG&E is due every month in addition to rent. PG&E is first split between the Apartment (due 40%) and the House (due 60%). PG&E is then divided into shares equalling the total occupants of the House. The Tenant owes one share of PG&E each month. Internet Access, EBMUD, and Waste Disposal are paid by the Owner.

Conflict resolution

Each Tenant will strive to develop mutual cooperation with all other Tenants. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the Tenants agree to the following methods of conflict resolution:

1. Decision by household consensus
2. Binding mediation by impartial third party
3. Decision by household majority vote
4. Decision by Owner

Care and Cleaning

Tenants agree to keep the Home clean and sanitary and maintain its condition, except for ordinary wear and tear. Tenants agree to meet every two weeks to clean the House & front yard for one hour. Tenants agree to rotate daily chores every two weeks. The daily chores can be determined by the Tenants but must include kitchen floor cleaning, counter & stove-top cleaning, putting away dishes, and removal of trash/recycling & compost.

Late Payment & Failure to Pay

Payment of Rent or Utilities more than 3 days after the due date will incur a late fee of \$4 each day late. For example, if rent is due on the 1st and is paid on the 6th a late fee of \$8 is due. Failure to pay rent or Utilities will result in eviction under terms of Berkeley Law.

Guests

The Room shall be occupied only by the Tenant. If you have Guests staying overnight for more than two nights in a row you have to ask permission from the other Tenants and Owner. Occupancy by Guests for more than three days in a single stay without Owner's consent, shall be considered a breach of this Agreement.

Room Alterations

Tenant is free to paint the walls and hang artworks, plants, mirrors, pictures of past presidents, or anything they like to suit themselves. When the Tenant leaves the Home or cancels this Agreement they must repair any holes made in the walls and paint the patches, restoring the walls to their condition upon move-in. If the Tenant leaves any holes in the walls or leaves them painted a color the Owner deems unsuitable the cost of repairing and repainting the room will come from the Tenant's security deposit.

Security Deposit

Tenants shall pay Owner a security deposit of the amount defined in the Move-In Costs section. Owner may use the security deposit to remedy Tenants' default in the payment of rent, repair damages to the Home (except for ordinary wear), to pay for removal of any items left behind after the tenant moves out, to remove foul, offensive, or unfriendly odors left by the Tenant, to remove boring artworks left by the Tenant, and to clean the premises if necessary. Owner shall refund Tenants the balance of the security deposit after such deductions within five (5) days after the expiration of this Agreement. If deductions have been made, Owner shall provide Tenants with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. Interest payments on security deposits accrue as follows: Local law requires Owner to pay Tenants interest payments on security deposits as outlined in Berkeley Law.

Tenant's Stuff Left Behind

Tenant shall not leave any stuff behind when they move out. Some examples of stuff the Tenant can't leave behind: Anything, Beds, Desks, Clothing, Dishes, Artwork, Vintage Collectables, Garbage, Hot-Dogs, Water-Sofas, Pets, Guests, Notes, Bikes, & Hats. Any stuff the Tenant leaves behind shall become property of the Owner. The Owner can and will immediately sell the stuff, donate the stuff, or pay for the removal of the stuff with the Tenants Security Deposit.

Drugs

No illegal drugs.

Smoking

No smoking within the House, the Apartment, or on any of the attached patios or walkways.

Catastrophic Damage

If the Home is damaged or destroyed so it becomes uninhabitable, then either Owner or Tenants

shall have the right to terminate this Agreement immediately, through written notice to the other party given within 15 days of the damage. But, if the damage is caused by the conduct or negligence of Tenants or Tenants' guests or invitees, only the Owner shall have the right to termination and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

Owner Entry and Inspection

Tenants shall make the Home available to Owner or Owner's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Owner shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice shall be deemed reasonable, and reasonable hours shall be defined as 9am to 8pm. Tenants shall not add, alter, or re-key any locks to the premises.

Insurance Disclaimer

Tenants assume full responsibility for all personal property placed, stored or located on or about the premises. Tenants' personal property is not insured by Owner. Owner recommends that Tenants obtain insurance to protect against risk of loss from harm to Tenants' personal property. Owner shall not be responsible for any harm to Tenants' property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Owner's control.

Hold Harmless

Tenants expressly release Owner from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Owner or Owner's agents.

Smoke Detectors

The premises are equipped with a smoke detection device(s), and Tenants shall be responsible for reporting any problems, maintenance or repairs to Owner. Replacing batteries is the responsibility of Tenants.

Lead Based Paint Disclosure

Tenant acknowledge receipt of "Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards" from Owner/agent. (Required for homes built before 1978) Available online at:

http://www.epa.gov/region07/citizens/pdf/lead_disclosure_form_rentals.pdf

Tenant acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home (Required for homes built before 1978). Available online at:

<http://www2.epa.gov/lead/protect-your-family-lead-your-home>

Liquid Filled Furniture

Tenant shall not use or have any liquid-filled furniture in the Home. Especially water-sofas.

Subletting

No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Owner. Any attempted subletting or assignment by Tenants shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.

Individual Liability

Each tenant who signs this Agreement, whether or not said person is or remains in the Home, shall be jointly and severally liable for the full performance of each and every obligation of this Agreement.

Entire Agreement

This document is the Whole-Enchilada. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Owner nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law.

Definition of Terms

Owner

The Homeowners and Landlords, names are listed in the Parties section.

Tenant

The below signed person who is renting a room from the Owner. Name is listed in the Parties section.

Home

The building and property at the address listed under Address of the Home section.

Apartment

The two bedroom in-law unit with a separate entrance on the lowest floor of the Home

House

The four bedroom two story unit of the Home with a street level entrance

Room

The room in the House the tenant is renting. One of four bedrooms of the home.

Guests

Anyone you invite to the house who isn't a Tenant or a Owner

Agreement

This contract and any addendums between the Owner and Tenant signed by both parties

Whole-Enchilada

The entire Agreement between the Tenants and the Owner.

