

🌀 BERKELEY RENTAL AGREEMENT 🌀

Landlord/Lessor/Agent: _____	
Tenant(s)/Lessee: _____	
Tenant(s)/Lessee: _____	
Apartment Number: _____	
Apartment Address: _____	
City: _____, State _____, Zip _____	
Monthly Rental Rate: \$ _____	Rental Due Date: _____
Security Deposit: \$ _____	
This agreement shall commence on _____, and continue: (check one below)	
A. _____ Month to Month Agreement	
B. _____ Until _____ at which time thereafter shall become a month to month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the expiration date, he shall be liable for all the rent due until such time the apartment is occupied by a landlord-approved resident and/or expiration of said time period, whichever is shorter.	
Late Charge: \$ _____	
Parking Space: _____ The parties hereto have agreed that the value of the Parking space shall be \$ _____	
Storage Space: _____ The parties hereto have agreed that the value of the Storage space shall be \$ _____	

1. This Rental Agreement (the "Agreement") and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **Landlord/Lessor/Agent** shall be referred to as "OWNER" and **Tenant(s)/Lessee(s)** shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days' request of OWNER.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of:
First month's rent of: \$ _____, Security Deposit of \$ _____, for a total payment of \$ _____.
All payments are to be made payable to: _____
and delivered to _____ California,
Telephone Number _____ who is usually available on the following days: _____
during the following hours: _____.

3. **LATE CHARGE/RETURNED CHECKS:** Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the _____ day after it is due, Resident shall pay a late charge of \$ _____ per day, total not to exceed 6% of monthly rent, and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due.



A fee of \$50.00 will be incurred each time the OWNER is required to serve a 3-Day Notice to Pay the Rent due to the Tenant's failure to pay rent on the day rent is due.

In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$25 for the first occurrence, and \$35 for each occurrence thereafter, as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check. Any late charge or bounced check fee shall be paid with the current installment of rent. OWNER'S acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of RESIDENT. OWNER'S right to collect late charge or bounced check fee shall not be deemed an extension of the date rent is due or prevent OWNER from exercising any other rights and remedies under this Agreement or as provided by law.

4. SECURITY DEPOSITS: The sections of the Berkeley Rent Stabilization Ordinance and the Regulations governing interest on security deposits (Berkeley Municipal Code Section 13.76.070; Regulation 701-706) apply to all units that are required to be registered. The security deposit shall not exceed two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this Agreement and shall be refunded to RESIDENT within 21 days after the Apartment has been completely vacated less any amount necessary to pay owner: a) any unpaid rent, b) cleaning costs, c) costs for repair of damages to the Apartment and/or common areas above ordinary wear and tear. An itemized statement of said charges shall be presented to RESIDENT within 21 days of move-out. If more than \$125 is deducted from the deposit for cleaning and repairs together, the OWNER must attach to the itemized statement copies of documents showing the OWNER'S charges and costs to clean and repair the Apartment. If the OWNER or his/her employee did the work, the statement must describe the work performed, the time spent, and the reasonable hourly rate charged. If another person or company did the work, the OWNER must provide their name, address, and telephone number, and a copy of their bill, invoice or receipt for the work. If deposits do not cover such damage, the RESIDENT shall immediately pay said additional costs for damages to OWNER. OWNER holds the security deposit for the RESIDENT'S benefit. Each December, OWNER must return interest accrued through October 31st of the year, through either a cash payment or a rent rebate. After RESIDENT has moved out, OWNER will pay RESIDENT the balance of any interest accrued at the average monthly rate from the prior November 1st to the departure date (along with the appropriate part of the security deposit). For interest accrued after November 1, 2013, interest is calculated using the 12-month average of the average rates of interest offered on six-month certificates of deposit by commercial banks located in Berkeley ("Berkeley rate"). During the term of the tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except _____ . If the landlord does not provide separate gas and electric meters for each tenant's dwelling unit so that each tenant's meter measures only the electric or gas service to that tenant's dwelling unit, the landlord, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to the tenant and shall do either of the following:

- (a) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit.
- (b) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the landlord becoming the customer of record for the tenant's meter, or the landlord separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.
- (c) RESIDENT agrees to convert utilities to RESIDENT'S name immediately upon move-in.

The Premises do _____ / do not _____ provide separate gas and electric meters for each tenant's dwelling unit. If the Premises do not, see Section 39 for terms of the mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit.



6. **OCCUPANTS:** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): _____

If the landlord later allows additional tenants, the rent ceiling may be increased by 10% for each additional tenant allowed above the base occupancy level, unless the additional tenant is a spouse, registered domestic partner, child or parent of any of the original tenants. The landlord must file a petition with the Rent Board in order to have this increase included in the legal rent. If for any reason, the landlord insists on reducing the number of allowed occupants (e.g., refusal to allow the replacement of a roommate), the legal rent will be reduced in proportion to the decrease in allowed tenants. For example, if the base occupancy level for a unit is three and the landlord refuses to allow replacement of a roommate, the two remaining tenants will be entitled to a 33 1/3% rent ceiling decrease.

7. **PETS AND FURNISHINGS: Furnishings** - No liquid-filled furniture of any kind may be kept in the Apartment. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he/she maintains water insurance valued at \$100,000.00 or more. RESIDENT must provide OWNER with proof of said insurance. RESIDENT must also comply with California Civil Code section 1940.5. RESIDENT shall not keep in the Apartment a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, outdoor fire pit, item(s) of unusual weight or dimension. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be additional rent of \$ _____ a month for each such item. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. **Pets-** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the Apartment, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional rent of \$ _____ per pet, and additional deposit in the amount of \$ _____ per pet, not to exceed two times the monthly rent for unfurnished or three times the monthly rent for unfurnished unit, shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational and currently licensed may park in their assigned space.

9. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. **DESTRUCTION OF PREMISES:** If, by no fault of RESIDENT, the Apartment is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render the Apartment totally or partially uninhabitable, either OWNER or RESIDENT may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date the Apartment becomes totally or partially uninhabitable. The abated amount shall be the current monthly rent prorated on a 30-day period. If the Agreement is not terminated, OWNER shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with RESIDENT'S reasonable use of Apartment. If damage occurs as a result of an act of RESIDENT or RESIDENT'S guests, only OWNER shall have the right of termination, and no reduction in rent shall be made.



12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his/her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the Apartment without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall pay for the cleaning of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or RESIDENT'S guests. RESIDENT must notify OWNER with a written notice stating what item(s) need service or repair and give OWNER a reasonable opportunity to service and/or repair them. Should any charges be assessed by local government agencies as a result of not notifying the OWNER in writing of such needed service or repairs, RESIDENT shall be responsible for any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

14. **SMOKE and CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke detectors and, if required, carbon monoxide detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke or carbon monoxide detectors in any manner and immediately notify OWNER of any malfunction. (See AOA form 110 for additional information).

15. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. **TERMINATION:** After expiration of the leasing period, this Agreement is automatically renewed from month-to-month, but may be terminated by either party, subject to local ordinance. RESIDENT may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. OWNER may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date. The Apartment shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their



last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

19. **INSURANCE: RESIDENT** acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the Apartment at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours notice and may enter for the purpose of showing the Apartment during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code 1954. If the work performed requires that RESIDENT temporarily vacate the Apartment, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks upon receiving 24-hour written notice, then RESIDENT will comply with such tasks. (EXAMPLE: To allow for fumigation or other methods) to control wood-destroying pests or organisms, or other repairs to control, fumigation of other work, including bagging or storage of food and medicine, and removal of perishables or valuables.

21. **SUBLETTING and ASSIGNMENT:** RESIDENT shall not sublet all or any part of the Apartment, or assign or transfer this Agreement or any interest in it, without OWNER'S prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of the Apartment or this Agreement or tenancy, by voluntary act of RESIDENT, by operation of law or otherwise, shall, at the option of OWNER, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to OWNER an application and credit information for OWNER'S approval. If approved, and upon Owner's election, the proposed assignee, transferee or sublessee shall sign a separate written agreement with OWNER and RESIDENT. OWNER'S consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release RESIDENT of his/her obligations under this Agreement.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. **NO WAIVER: OWNER'S** acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

24. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

25. **Pursuant to Section 1785.26 of the California Civil Code**, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit



report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

26. LEAD-BASED PAINT Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

Premises were ____/ were not ____ (Owner to check appropriate box) constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (AOA Form 134) and a federally approved lead pamphlet. A copy of the EPA pamphlet Protect Your Family From Lead in Your Home is provided with this rental agreement.

OWNER/AGENT DISCLOSURE

_____**OWNER'S initials** (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

_____**RESIDENT'S initials** (on left) indicate that RESIDENT has received a copy of an EPA "**Protect Your Family from Lead in Your Home**" booklet and that RESIDENT shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

27. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

28. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are ____/ are not ____ (Owner to check appropriate box) located within one mile of an area once used for military training, and may contain potentially explosive munitions.

29. PERIODIC PEST CONTROL: If Landlord has entered into a contract for periodic pest control treatment of the Premises, Landlord shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

A landlord or authorized agent that applies any pesticide to a dwelling unit without a licensed pest control operator shall provide a tenant of that dwelling unit and, if making broadcast applications, or using total release foggers or aerosol sprays, any tenant in an adjacent dwelling unit that could reasonably be impacted by the pesticide use with written notice that contains the following statements and information using words with common and everyday meaning:

- (A) The pest or pests to be controlled.
- (B) The name and brand of the pesticide product proposed to be used.
- (C) "State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).



For further information, contact any of the following: for Health Questions – the County Health Department (510-267-8000) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).”

(D) The approximate date, time, and frequency with which the pesticide will be applied.

(E) The following notification:

“The approximate date, time, and frequency of this pesticide application is subject to change.”

At least 24 hours prior to application of the pesticide to the dwelling unit, the landlord or authorized agent shall provide the notice to the tenant of the dwelling unit, as well as any tenants in adjacent units that are required to be notified pursuant to paragraph (1), in at least one of the following ways:

(A) First-class mail.

(B) Personal delivery to the tenant, someone of suitable age and discretion at the premises, or under the usual entry door of the premises.

(C) Electronic delivery, if an electronic mailing address has been provided by the tenant.

(D) Posting a written notice in a conspicuous place at the unit entry in a manner in which a reasonable person would discover the notice.

Upon receipt of written notification, the tenant may agree in writing, or if notification was electronically delivered, the tenant may agree through electronic delivery, to allow the landlord or authorized agent to apply a pesticide immediately or at an agreed upon time.

Prior to receipt of written notification, the tenant and the landlord or authorized agent may agree orally to an immediate pesticide application if a tenant requests that the pesticide be applied before 24-hour advance notice can be given. The oral agreement shall include the name and brand of the pesticide product proposed to be used.

With respect to a tenant entering into an oral agreement for immediate pesticide application, the landlord or authorized agent, no later than the time of pesticide application, shall leave the written notice specified above in a conspicuous place in the dwelling unit, or at the entrance of the unit in a manner in which a reasonable person would discover the notice.

If any tenants in adjacent dwelling units are also required to be notified pursuant to this subdivision, the landlord or authorized agent shall provide those tenants with this notice as soon as practicable after the oral agreement is made authorizing immediate pesticide application, but in no case later than commencement of application of the pesticide.

30. METHAMPHETAMINE CONTAMINATION: _____ (Agent's Initials, if applicable) If applicable, and prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached if applicable.

31. MEGAN'S LAW DATABASE DISCLOSURE: Notice: 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

32. BED BUG DISCLOSURE: Information About Bed Bugs pursuant to Civil Code § 1954.600-1954.605

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ 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 $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, 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 for 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 on 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.

Resident is to report suspected infestations to the Owner or Owner's agent as promptly as possible, by electronic, telephonic or written notice to Owner or Owner's agent at the email address, phone number of mailing/delivery address provided herein.

33. FLOOD DISCLOSURE: Per Government Code 8589.45, the landlord is required to disclose if rental property is at risk of flooding.

Lessor's Disclosure (initial one):

_____ The owner has **NO** knowledge that this property is located in a special flood hazard area or area of potential flooding.

OR

_____ This property is located in a special flood hazard area or area of potential flooding, and the owner has actual knowledge of that fact. The owner is considered to have actual knowledge if:

- the owner has received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding;
- the owner's mortgage holder requires the owner to carry flood insurance; or
- the owner currently carries flood insurance.

Tenants can obtain information about hazards that may affect the property from the [Office of Emergency Services web site](http://www.caloes.ca.gov) at www.caloes.ca.gov.

Owner's insurance does not cover the loss of tenant's personal possessions or for any relocation expenses. Any losses would be the sole responsibility of the tenant. The tenant should consider purchasing their own insurance to cover these items. Owner does not need to provide any additional information concerning flood hazards to the property.

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

34. ADDITIONS and EXCEPTIONS:

35. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

A) Person Authorized To Manage Property:

Name _____ Address _____
Phone Number _____

B) Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands (if different from the person identified in 35)

Name _____ Address _____
Phone Number _____

C) Person or Entity Authorized to Receive Payment of Rent (if different from the person identified in 34A)

Name _____ Address _____
Phone Number _____



36. **PROPOSITION 65 NOTICE:** Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

37. **NOTICE OF LOCAL RENT AND EVICTION CONTROL LAW:** Notice is hereby given of the existence of the Rent Stabilization Board of the City of Berkeley, which is located at 2125 Milvia Street, Berkeley, California 94704, phone number (510) 981-7368. The Rent Stabilization Program, codified as Berkeley Municipal Code, Chapter 13.76, and known as the "Rent Stabilization and Eviction for Good Cause Ordinance" for the City of Berkeley, provides landlords of specified residential properties the right to evict a tenant only for reasons specified in the ordinance, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law.

38. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

<input type="checkbox"/> House Rules	<input type="checkbox"/> Pool Rules	<input type="checkbox"/> Pet t/Comfort Animal Agreement	<input type="checkbox"/> Pest Control/Bed Bug Addendum
<input type="checkbox"/> Move-in/Move-out Inspection	<input type="checkbox"/> Lead Based Paint Disclosure	<input type="checkbox"/> Mold Addendum	<input type="checkbox"/> Smoke Detector Addendum
<input type="checkbox"/> Smoke Free Addendum	<input type="checkbox"/> Satellite Dish Addendum	<input type="checkbox"/> Parking Agreement	<input type="checkbox"/> Statewide Rent Control Addendum
<input type="checkbox"/> Apartment Keys	<input type="checkbox"/> Mailbox Keys	<input type="checkbox"/> Common Area Keys	<input type="checkbox"/> Garage Remotes

39. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES;** Time is of the essence. All understandings between the parties are incorporated into this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement, if any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and affect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. **ATTORNEYS FEES.** In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses. In the event the parties select the option of allowing recovery of reasonable attorney's fees to the prevailing party, that amount shall in no case exceed \$500.00.

41. **MEDIATION:** RESIDENT and OWNER agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. The following matters are excluded from mediation: 1) unlawful detainer proceedings, including service of any necessary notice; 2) the filing or enforcement of a mechanic's lien; and 3) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for other of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

42. **EMINENT DOMAIN:** If all or any part of the Apartment is taken or appropriated by any public or quasi-public use or purpose, RESIDENTS will have no claim against OWNER for the value of any unexpired term of this Agreement.

43. **NO SMOKING:** Smoking is prohibited in RESIDENT'S unit and all common areas of the multi-unit residence. It is a violation for RESIDENT, or any other person subject to the control of the RESIDENT or present by invitation or permission of the RESIDENT, to engage in smoking in the RESIDENT'S unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Agreement, and breach of a material term by the RESIDENT may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section



13.76.130). For purposes of this Section, the terms "smoke", "unit", "common area", and "multi-unit residence" are as defined in the Berkeley Municipal Code, Chapter 12.70.

44. **HOLD HARMLESS:** RESIDENT will hold harmless OWNER from and defend OWNER from any and all claims or liability for any injury or damage to any person or property by the act, neglect or fault of RESIDENT(S) and their agents, servants, employees, guests, or invitees. Neither RESIDENT'S personal property nor improvements by the RESIDENT are insured by OWNER.

45. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (_____) RESIDENT'S initials:

OR, Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(_____) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter	Signature of Interpreter	Date
-----------------------------	--------------------------	------

46. **TENANT ESTOPPEL CERTIFICATE:** Each RESIDENT shall execute and return a Tenant Estoppel Certificate delivered to RESIDENT by OWNER within 3 days after its receipt. Failure to comply with this requirement shall be deemed RESIDENT'S acknowledgment that the Tenant Estoppel Certificate is true and correct, and may be relied upon by a lender or purchaser.

47. **RESIDENT'S REPRESENTATIONS:** RESIDENT warrants that all statements in RESIDENT'S rental application are accurate. RESIDENT authorizes OWNER to obtain RESIDENT'S credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. OWNER may cancel this Agreement: 1) before occupancy begins; 2) upon disapproval of the credit report(s); or 3) at any time, upon discovering that information in a RESIDENT'S rental application is false.

48. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: _____

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

49. **TEXT AND EMAIL NOTIFICATIONS:** Check: (_____) OWNER/AGENT and RESIDENT agree that communication by text or email shall serve as legal notice **in the following circumstances only:** Repair requests, Owner's Notice to Enter and reminders of repairs being made, emergency repairs, and or warnings of suspicious activity on the premises.

OWNER/AGENT'S Text Number: _____ RESIDENT'S Text Number: _____

OWNER/AGENT'S Email Address: _____ RESIDENT'S Email Address: _____



50. NOTICE TO RESIDENT: STATEWIDE RENT CONTROL (CHECK ONE)

_____ 1946.2(e)(8)(B)(i) "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

_____ "California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

JUST CAUSE: "Pursuant to Civil Code Section 1946.2(b)(2)(A)(i)"just cause" includes the following: Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. This provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

Owner/Agent Date

Resident Date

Owner/Agent Date

Resident Date

Owner/Agent Date

Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

