

Rental Contract

In consideration of this agreement residents known as **Diana Byars** and **Anthony Barajas** are hereby permitted to occupy the dwelling located at **306 Ashton Lane, Mill Valley, California 94941**, for the period commencing on the **1st day of August, 2017**, and monthly thereafter until this Agreement is terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. **RENT:** To pay as rental the sum of **\$3600.00** per month, due and payable in advance from the first day of every month. A partial/per diem amount may be paid for the first month or the last month of occupancy.
2. **LATE FEE:** Rent received after the fifth day of the month will be subject to a late fee of 10.00 dollars per day.
3. **APPLIANCES:** The Residents accept "as is" all appliances on the property at the time of occupancy. These are provided for the convenience of the Residents. If they fail to work properly, it is the responsibility of the Resident to repair or replace the appliance. Resident will notify owner before replacing any appliance. Residents are responsible for repairing the appliances they brought to the property. At the time of the rental owner provided a clothes dryer in the basement, a refrigerator in the kitchen, and a small microwave and refrigerator in the downstairs hallway.
4. **EXTRA VISITORS:** To use said dwelling as living quarters only for **two adults and three children, named Kaia Byars, Jesse Barajas, and Anthony Jr. Barajas** and to pay \$100.00 each month for each other person who shall occupy the premises in any capacity other than visiting.
5. **ACCEPTANCE OF PROPERTY:** Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects.
6. **MAINTENANCE:** Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, fences, plumbing, electrical, heating, and mechanical systems. Landscaping, outside steps, and lawns are the responsibility of the resident. Owner will pay to have the street side of the house landscaped once a year.
7. **VEHICLES:** Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only **two** automobiles **ONLY ON THE PAVED DRIVEWAYS PROVIDED**. Resident agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag.
8. **CLEANING:** Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
9. **UTILITIES:** Residents are responsible for paying electric & gas costs, water, telephone, internet, and cable TV costs. Resident agrees to use the three rubbish bins provided: one for garbage, one for green recyclables and one for household recyclables.

10. SECURITY DEPOSIT: Resident will pay a **\$3500.00** security deposit that will be refunded when the property is vacated and house keys returned. Any required cleaning or repair of house damages will be deducted from the deposit.

11. OUTDOOR HOT TUB / SPA: The outdoor spa is provided to the Residents as a convenience. It was provided fully functional and in working order. If the Residents wish, they may use of the spa at their own upkeep and expense. If they choose not to use the spa, they agree to keep it empty and the cover protected from the elements.

12. KEYS: Residents agree to use keys issued by the owner and to make additional keys only as needed. If front door locks are changed, owners must be provided with an access key.

13. PETS: Resident may keep up to two cats or two dogs on the property.

A. No pet which is attacked-trained or vicious will be kept on the premises;

B. That the Resident is solely responsible for any and all damage to the owner's property.

C. That all pets shall be maintained so as to not cause annoyance to others.

14. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:

A. Taking affirmative action to ensure that nothing exists which might place the owner in violation of applicable building, housing and health codes.

B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.

C. Operate all electrical, plumbing, sanitary, heating, and other appliances in a reasonable and safe manner.

D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.

E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others.

15. SUBLETTING: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner.

16. HOME BUSINESS: Resident may operate a home-based business, but Resident must follow all applicable state laws and not cause excessive noise or traffic congestion.

17. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property by any cause whatsoever. Resident agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters' insurance". Resident agrees to list Owner as "additional insured" on their insurance policies. _____ **(initials)**. Owner will keep a copy of the initial policy.

18. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property without specific written permission from the owner.

19. **TERMINATION:** After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to termination.

20. **METHOD OF PAYMENT:** Monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Resident is aware that owner may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.

21. **DELIVERY OF RENTS:** Rents may be mailed through the U.S. mail to:
Chris A Foreman, 3416 Chris Lane, San Mateo, CA 94403. The telephone number is 415 235-8609.

22. **OWNER ACCESS:** Resident specifically agrees to permit the owner or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. Resident will also allow signage in the yard.

23. **REPAIRS:** In the event repairs are needed beyond the competence of the Resident, he is urged to arrange for professional assistance. As much as possible, the Resident should refrain from contacting the Owner except for emergencies or for repairs costing more \$1000.00 Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.

24. **WORKER'S WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.

25. **SMOKE DETECTORS:** Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.

26. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this contract by Resident shall give the Owner the right to terminate this contract, evict the Resident and to take possession of the residence.

27. **RENEWAL TERM:** At the end of the first year and at the end of each successive year, owner may elect to renew for another year but at a rental increase of 3% to 5% of current rental rate depending on the market index. Resident will be notified of rent increase one month in advance.

28. **LEGAL CONTRACT:** This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS ____ day of _____ 20____, at
_____.

Resident (s)

Owner (s)