

RESIDENTIAL RENTAL LEASE AGREEMENT for **Property Address**

LEASE AGREEMENT, entered into between _____ (Landlord/Owner)
and

MASTER TENANT: _____

TENANT #2: _____

For good consideration it is agreed between the parties as follows:

1. Location: Landlord hereby leases and lets to Tenants the premises described as follows:
address and description of property: **Property Address**

2. Term: This lease shall be for a term of one year, commencing on **DATE** and month to month thereafter, with the option to sign another one year lease after expiry. Tenants agree to move out if the Landlord decides to sell the property or use the property for personal use at any point after the one-year lease expires. A minimum advance notice of 60 days will be given to the Tenants if such situation arises.

3. Rent: Tenants shall pay the Landlord in monthly payments of **\$X,XXX** rental amount on the first of each month for the month ahead. Payment by direct deposit is preferred to avoid late payment and penalties. If payment is not received by the 4th day of the month, a \$100/day penalty will be assessed until payment is made and received in full, which is why an automatic electronic payment is the best payment method. After 30 days of non-payment an eviction notice will be filed and delivered.

Master tenant must provide a minimum **31 days heads up notification** before departure after the one-year lease is over to provide enough time for landlord to find new tenants. The longer the heads up notification, the better as the landlord has voluntarily agreed to provide a 60 day notice the other way around.

3a Security Deposit: Tenants shall pay a security deposit of **\$X,XXX**, which will be used to pay for damages incurred by the Tenants (damaged walls, ceilings, floors, fixtures, appliances, water damage, deck damage, etc.) that are not fixed on move-out. Whenever there is any sort of damage, the Master Tenant must notify the Landlord within 48 hours to make sure the damage does not get worse. Interest of 0.1% will be paid per annum on the deposit according to the SF Rental Deposit guidelines here (<http://sfrb.org/sites/default/files/FileCenter/Documents/1938-572%20Security%20Deposit%20Interest%20Rates%2015-16.pdf>). Tenants agree to return the property in the same condition during first move in, including cleaning, and will perform a walk through checklist of the property with landlord upon start and end of the lease.

4. Utilities and Services: Tenants shall pay for the following at their own expense: Electricity & Gas, cable, internet. Recology (garbage/recycling/compost), and water is to be paid by the landlord. Tenants must pay all charges promptly as they become due.

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from

interruption caused by repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption—and any other inability on Landlord's part to fulfill Landlord's lease obligations resulting from any such cause—will not be considered an eviction or disturbance of Tenants' use and possession of the premises, or render Landlord liable to Tenants for damages, or relieve Tenants from performing Tenants' lease obligations.

5. Tenant further agrees that:

a) Condition of Premises: Upon the expiration of the Lease, the tenant shall return possession of the leased premises in the condition they first received. A required professionally cleaning must be done within one week of move out as a professional cleaning was done prior to move in.

b) Assignment or Subletting: Tenants shall not assign or sublet any room at **PROPERTY ADDRESS** or allow any other person to occupy the leased premises without Landlord's prior written consent. Tenants are prohibited to use programs like Airbnb, VRBO, HomeAway or RelayRides to rent any part of the property including the parking space in the garage.

c) Alterations: Tenants shall not make any material or structural alterations to the leased premises without Landlord's prior written consent. Any alternations made must match the existing quality and architectural style. Any remodeling must be done through a licensed contractor.

d) Compliance with Law: Tenants shall comply with all building, zoning, and health codes and other applicable laws for the use of said premises. House rules given by the landlord must be followed.

e) Tenant's Conduct: Tenants shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums. Tenants shall respect the neighbors and keep noise level to a minimum after 10pm. Any notification complaints by neighbors or police via e-mail, writing, phone call will result in an initial warning. A second offense is a \$100 fine. A third offense is a \$200 fine.

f) Pets: Pets are not allowed. If a pet is desired at a future date, one dog under 35 lbs or one cat is allowed (either or) upon permission from landlord with a \$500 non-refundable deposit.

g) Right of Termination and Re-Entry: In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

h) Replacement keys. The key for **PROPERTY ADDRESS** is a special key that requires special order. They cannot be copied. A charge of \$100 will be incurred upon the tenant if the key is lost. The same charge applies to the master door entrance. In the event of a lost or stolen key, the tenant shall notify the landlord immediately due to security concerns.

7. Time of Essence: Time is of the essence in this agreement. By accepting the Tenants, the Landlord is declining all other interested parties who want to rent **PROPERTY ADDRESS** during

the time period up to July 15 when this one-year lease commences. If Tenants decide to cancel the lease agreement after the deposit is made before July 1, landlord will keep 50% of the deposit, and 100% of the deposit if cancellation is after July 1 to compensate for lost rental income.

8. Indemnity: Tenants will indemnify and hold Landlord and Landlord's property—including the leased premises—free and harmless from any liability for injury to or death of any person, including Tenants, or for damage to property arising from Tenants' using and occupying the premises or from the act or omission of any person or persons, including Tenants, in or about the premises with Tenants' express or implied consent.

9. Binding of Heirs and Assigns: Subject to the provisions of this lease against assignment of Tenants' interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.

10. Rights and Remedies Cumulative: The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12. Choice of Law: This agreement is to be construed under California law. All obligations of the parties created under this lease are performable in San Francisco County, California.

13. Legal Construction: If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.

14. Prior Agreements Superseded: This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

15. Amendment: No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.

16. Remodeling. Tenants are allowed to remodel the apartment with prior consent by the landlord. The default is that all remodeling expenses are to be borne by the Tenants as rent is paid for the condition in which the Tenants first moved in. Landlord is open to discussion but under no obligation to remodel or allow remodeling.

17. Premature break of the lease. If the Tenants break the lease before the one-year lease is over, the Tenants agree to pay for the remaining months left on the lease for the first year. The lease is month to month after the first year.

18. Upon Moving out. The Tenants must agree to return the apartment in the same condition as when first moved in. The apartment must be professionally cleaned and vacuumed. If professional movers are hired, **Property Management Name (property management company of HOA Association name)** must be added to the movers insurance liability policy. This is stan-

standard practice, and all professional movers will add. The landlord is being charged \$300 for move-in and move out, of which \$200 will be reimbursed if no damages. All moving damages will be the responsibility of the tenant and the moving company. A pre-inspection and post inspection will be made during moves. Tenants are required to review move-in/move-out instructions sent by landlord. Damages will be taken out of the rental deposit.

19. Occupancy. Only the aforementioned Tenants on the lease are allowed to live in the house for liability reasons. Guests are welcome for normal use, defined by a weekend stay up to a week a month. Tenants are liable for their guests.

20. Renters Insurance. Tenants agree to get renters insurance upon move in for liability purposes. A copy of the renters insurance statement is to be sent to the landlord.

20. Rental Increases. A 31-day notice will be given for any rental increases after the first year. Landlord agrees to limit rent increase by no more than 3%.

21. House Rules. Tenants agree to follow the house rules provided by the landlord. The house rules are determined by the Homeowner's Association committee.

22. Maintenance. Tenants are authorized to charge up to \$150 to fix a problem without prior approval, but with explanation of repair and a valid receipt. Tenant will bear the cost up front, and landlord will reimburse within three business days for maximum efficiency. Anything over \$150 must get a written e-mail approval from the landlord. Bill can be mailed or e-mailed to landlord at Landlord's address or Landlord's e-mail. **Recommended handyman** for plumbing, electrical, etc is: **Name, contact info**. Tenant to be present while handyman is working for liability.

* Water is the number one cause of damage to a home. Be careful not to overflow the tub or leave water on while away. Make sure drains are clear of debris before and during rain storms to prevent flooding.

* Make sure all appliances are off before leaving the apartment to prevent fires e.g. iron, hair blower, space heater, oven, stove. Fire damage is very serious.

* Recommend replacing furnace filter at least once every six months for your own clean air desires and operating efficiency of the furnace. (manufacture recommends once every three months).

* Be careful with the use of the fireplace. It works, but someone must be present while the fire is going to prevent a fire in the house property. The chimney flue must be opened and unobstructed before starting a fire and closed when not in use. Close the metal curtain when fireplace is in use.

* Trash/recycling. Recycling cardboard must be cut up, broken down, and neatly fit in the blue recycling bin in the garage. Putting recycling and trash outside the bins are not allowed. The HOA and fellow residents are extremely particular about recycling especially during move-ins, so please take note.

* Laundry. Please follow the house rules according to hours of operation. Tenants shall not let laundry sit in the washer or dryer out of courtesy to other users. All garbage must be removed.

* Light bulbs. Tenants agree to buy and change their own lightbulbs. Landlord has provided some new replacement bulbs in the closet.

23. Master Tenant. Master Tenant agrees to be the CFO of the apartment and be responsible for all on-time payments in full to the Landlord in case tenant #2 moves or can no longer pay.

24. Landlord visits. Landlord may come by the property with a 24-hour heads up to inspect the property and pick up mail at his discretion. The landlord does not plan to visit unless there is something that needs fixing.

26. Attorneys' Fees. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

Signed this _____ day of _____ Month _____, 2XXX.

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenants execute this agreement as of the day and year first above written.

LANDLORD (OWNER): Name

Signature _____

Landlord's Mailing Address

MASTER TENANT _____ (Master Tenant, Print Name)

MASTER TENANT SIGNATURE _____ (Master Tenant, sign and date)

TENANT 2 _____ (Print Name)

TENANT 2 SIGNATURE _____ (sign and date)