

Rental Agreement

This rental agreement is between Jerry Burch (Owner) and XXXXX XXXXX (Resident), effective on the date, August 1, 2017. This agreement is for a month-to-month rental a single bedroom at 2505 Johnson Avenue, San Luis Obispo, CA for \$500 per month each plus fixed utility costs of (included) per month.

DEPOSIT

~~On _____ a deposit of _____ was paid by Resident to Owner. Upon termination of residency any deposit held by Owner will be returned within seven days of Resident moving out less any amounts required to restore room to condition on move-in aside from issues arising from normal wear and tear and a written summary of any costs to repair will be provided to Resident. Should Resident choose to move out within six months of move-in date \$50 will be retained by Owner to cover costs of changing the locks.~~

RENT DUE DATE

Rent is due once a month on the 5th. If this date falls on a weekend or holiday then rent may be paid on the following business day. If rent will be late for some reason Resident shall notify Owner when the fact becomes known by Resident. Rent later than seven days will accrue a \$50 late fee. Any costs incurred by Owner in the case of a returned check must be paid by Resident.

At the discretion of the tenant rent can be paid in two equal installments with the first due as noted above and the second payment on the 20th. If this date falls on a weekend or holiday then rent may be paid on the following business day.

UTILITIES

Water/sewer, gas, electricity, garbage, cable, and wireless internet are included in the fixed utility costs.

No high-wattage electrical items (electric heaters, for example) are to be used in the house aside from grooming appliances in the bathroom and kitchen appliances without prior approval of Owner.

OCCUPANCY

Rental is for single occupancy of the person signing this agreement. There is no sub-letting allowed nor guests staying overnight without presence of Resident without prior arrangement and at discretion of Owner.

GUESTS

- All guests under the age of 18 after 8 P.M. are by prior arrangement only.
- No guests overnight for more than two nights per week without prior arrangement.
- Guests may not sleep overnight in the common areas of the without prior approval of Owner.

SECURITY

Resident is provided with locking doorknob(s) for their room for which only Resident and Owner have a key. Owner is not responsible for any losses incurred by Resident of personal items should Resident fail to lock their door. All residents shall take appropriate measures to protect their own property, and

report to the Owner and Police any suspicious activities, persons or events occurring on or about the general premises.

QUIET ENJOYMENT / USE.

All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision.

DRUGS/ALCOHOL

No drugs or other illicit substances are to be used in the house or on the property.

No alcohol to be served to persons under the age of 21

PARKING

Parking for Residents is first come-first serve at either 2505 Johnson or 2525 Johnson. No more than one car per Resident may be parked off-street. Guests must park on the street either on Sydney or on Johnson. There is no parking per city signage in front of either 2505 Johnson or 2525 Johnson. Cars shall not be parked such that they block in other cars or impair access by emergency responders or in any other manner which creates an unsafe condition.

CLEANING

Cleaning of Resident's rooms is the responsibility of the Resident. Cleaning of common areas is the responsibility of all residents of the house. Vacuums and cleaning supplies are provided in the house.

WALLS (2505 JOHNSON)

The walls are plaster walls. Posters and small items should be hung with removable adhesive pads. For larger items see Owner to install wall anchors. Absolutely no pins or nails are to be put into the walls nor stickers or tape applied to the walls aside from removable mounting pads.

WALLS (2525 JOHNSON)

~~The walls are drywall walls. Posters and small items should be hung with removable adhesive pads or pins or small nails. For larger items see Owner to install wall anchors. Absolutely no stickers or tape may be applied to the walls aside from removable mounting pads.~~

SMOKING

~~There is no smoking in the house. Ash trays are provided outside for disposal of butts.~~

PETS, WATER-FILLED FURNITURE

No animals, pets, or water-filled furniture shall be kept on the premises without the prior written consent of Owner

NOTICE TERMINATION OF RENTAL BY RESIDENT

Two weeks' notice of intent to move out to be given in writing by Resident to Owner. In the case of any rent held by Owner for a period past the date Resident moves out that amount will be returned to Resident at the time Resident moves out provided two weeks' notice is given. Should two weeks' notice not be provided to Owner of Resident moving out Owner may keep up to two weeks rent of Resident at

Owners discretion and will not return any additional amounts for seven days following the date Resident moves out.

TERMINATION OF RENTAL BY OWNER

Owner must give Resident 30 days' notice of termination of agreement, except in the case of any serious violation of any terms of this agreement by Resident, Owner will give Resident a three-day notice of termination with or without an option to correct the issue causing violation of this agreement at the discretion of Owner.

RIGHT OF ENTRY

Owner or Owner's agents shall have right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner shall give Resident reasonable notice of intent to enter. Resident may be present; however, such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner free and harmless for such entry.

ADDITIONAL TERMS OF AGREEMENT

The following additional terms of this agreement are agreed upon by Owner and Resident

____ / ____ (Updated 10/9/2017) XXXX has permission to have a cat in her room

By signing this agreement, the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated herein. Resident acknowledges receipt of a copy of this agreement.

Date _____ Resident _____

Date _____ Owner _____