



Beaumont Property Management

61 Logan Lane
Monterey, California 93940
831-643-2328

RENTAL CONTRACT

13 March 17

OWNER AND RESIDENTS ACKNOWLEDGE AND AGREE THAT BPM: AS BROKER/AGENT OF OWNER: (A) DOES NOT GUARANTEE THE CONDITION OF THE PREMISES; (B) CANNOT VERIFY REPRESENTATIONS MADE BY OTHERS; (C) CANNOT PROVIDE LEGAL OR TAX ADVICE; (D) WILL NOT PROVIDE OTHER ADVICE OR INFORMATION THAT EXCEEDS THE KNOWLEDGE, EDUCATION OR EXPERIENCE REQUIRED TO OBTAIN A REAL ESTATE LICENSE. THIS IS A LEGALLY BINDING CONTRACT. OWNER AND RESIDENTS AGREE THAT THEY WILL SEEK LEGAL, TAX, INSURANCE AND OTHER ASSISTANCE FROM APPROPRIATE PROFESSIONALS PRIOR TO SIGNING THIS AGREEMENT IN THE EVENT THEY DEEM IT NECESSARY FOR COMPLETE UNDERSTANDING AND COMPLIANCE. IN THIS CONTRACT THE TERM RESIDENT IS THE SAME AS TENANT AND THE TERM OWNER IS THE SAME AS LANDLORD.

1. **THE PARTIES:** The parties to this contract are _____

_____, herein called **Owner** and _____, herein called **Resident**.

Each resident is individually liable and jointly liable with every other Resident for the payment of rent and performance of all other terms of this contract. The Residents warrant that all statements in Residents' application to rent premises are accurate. Owner may cancel this contract: a) before occupancy begins; or b) at any time, upon discovering that information in Residents' application(s) is false.

2. **THE PROPERTY:** Subject to the terms and conditions set forth in this contract, the Owner rents to the Residents and the Residents rent from the Owner, for residential purposes only, the real property and improvements described as: _____

3. **MILITARY ORDNANCE DISCLOSURE:** The Premises, if located within one mile of an area once used for military training, may contain potentially explosive munitions. Residents must satisfy themselves that they are comfortable with this disclosure.

4. **TERM:** Rent will be paid from _____ (commencement date), (check A or B):

A. Month-to-Month: and continues on a month-to-month basis. Resident may terminate by giving written notice at least 30 days prior to the intended termination date. Owner may terminate by giving written notice as provided by law. Such notices may be given on any date.

B. Lease: and shall terminate on (date) _____ at 2359 hours, for a total rent of \$ _____ : (_____ dollars),

after which time this contract will terminate without notice; or by mutual agreement of the parties; continue on a month to month basis. Should the Residents continue to occupy the premises without Owner consent after the effective date of termination, the Residents shall be considered to be "holding over" and will pay a rent amount equal to the current contract rent in effect plus \$500. All other terms and conditions of this contract shall remain in full force and effect. Rents received will not be subject to recall by the Residents. If Resident terminates prior to date in B above: (1) Residents shall be responsible for lost rent, rental commissions, advertising expenses and such other costs necessary to ready premises for re-rental, including, but not limited to painting, carpet cleaning, and housekeeping and similar fees; (2) Residents will provide written 30 day (or more) notice to Owner of intent to vacate.

Owner/Agent's Initials _____ / _____ Resident's Initials _____ / _____

5. **RENT and other charges:** The full contract monthly rent for the premises will be \$ _____, due and payable in advance, by 1700 hours on the first day of each month. There is no grace period and owner is entitled to make written demand for the rent on the second day of the month. Rent is credited when good funds are received _____ by BPM at 61 Logan Lane, Monterey, CA 93940 or _____ by Owner at _____

A late charge of \$ _____ (approximately 6.1% of the full contract rent) is due if rent is not paid by 1700 hours on the first (or _____) day of the month.

Resident also agrees to pay a \$25 charge for each check returned for NSF.

6. **ANIMALS:** The word "Animal" as used herein, shall be deemed to collectively include all pets and animals; such as, but not limited to reptiles, birds, fish, dogs, cats etc. Written permission shall be obtained in advance from the Owner for any animal(s) to be on the premises. The Residents agree to be fully liable for any damages and injuries caused by any animals found on the premises. Any animals not listed below and found on the premises will be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law.

Owner has approved the animal(s) listed below:

Name	Type	Sex	S/N	Age	Wt - lbs	Inside or Outside

The Residents specifically warrant that:

- the animal(s) have not been attack-trained, nor are they known to be considered vicious, nor do they have a history of biting people or animals or of causing property damage.
- the Residents are solely responsible for any and all damage or loss to the Owner's property caused by animal(s) including, but not limited to, the premises, carpeting, draperies, wall coverings, doors, furnishings and appliances, and landscaping; including the lawn and shrubbery.
- the animal(s) are quiet and housebroken and that all animal waste shall be removed and disposed of daily.
- the animal(s) shall be maintained so as not to cause annoyance or irritation to others and will comply with laws relating to applicable immunizations, licenses, leashes, health and safety codes, etc.
- upon vacating premises, Resident will hire a licensed pest control company if deemed required by Owner to treat interior and exterior of premises for fleas or other pests that may have been attracted by Resident's animal(s).

7. **DEPOSITS:**

A. Owner requires a security deposit in the amount of \$ _____ which, when combined with all other advanced deposits herein, does not exceed 2 months rent for an unfurnished unit or 3 months rent for a furnished unit. Security deposit will be given to the Owner of the premises and Resident agrees not to hold Broker liable for its return. **No interest will be paid on the security deposit.** All or any portion of the security deposit may be used: (1) to cure resident's default in payment of rent, late charges, NSF fees, or other sums due; (2) to repair damages, excluding ordinary wear and tear, caused by resident or his invitees in any capacity; (3) to clean the premises during or upon termination of tenancy; and (4) to replace or return personal property or appurtenances. **Security deposit shall not be used by resident in lieu of payment of last month's rent.**

B. If all or any portion of the security deposit is used during tenancy, resident agrees to reinstate the total security deposit within 5 days after written notice is delivered to resident. Within 21 days after resident surrenders possession of the premises to owner, owner shall: (1) furnish resident an itemized statement indicating the amount of any security deposit received and the basis for its disposition; (2) return any remaining portion of security deposit jointly to all residents who signed the contract; and (3) mail any return of security deposit to the premises address or forwarding address provided by resident. Resident remains liable to owner for costs exceeding the security deposit.

8. **STORAGE: (check A or B):**

_____ A. Storage is permitted as follows: _____

The right to storage space _____ is, _____ is not, included in the rent in paragraph 5. If not included in rent, storage space shall be an additional \$ _____ per month.

_____ B. Storage is not permitted on the premises.

9. **RENTAL DISCOUNT:** As an incentive to assume responsibility for: (1) accomplishing minor repairs and maintenance of the premises; (2) scheduling and paying for annual professional services for fireplaces, chimneys, carpet cleaning as appropriate and (3) providing receipts for the R&M work accomplished: a rental discount in the amount of \$ _____ per month is offered to the Residents. It works like a deductible insurance policy. The Residents agree to pay the first \$ _____ each month for repairs needed to maintain the premises, **if any**, and the Owner agrees to pay approved costs above this amount. The Residents' discount **does not include resident labor costs**.

Providing that the Residents perform (1), (2) and (3) above, they may deduct the \$ _____ from the Residents' rent each month, and **pay the discounted rent of \$ _____**. Repairs, other than for emergencies, must be approved in advance in writing by the Owner. **The discount does not apply if repairs are not made to the premises when they are needed.** The Residents are expected to use their best judgment in resolving problems if they are to realize the rental discount. **In case of maintenance emergencies, they should consult the letter "Emergency and Routine Repair and Maintenance Guidelines" that has been provided with this contract.**

The rental discount is offered as an incentive for the Residents to take responsibility for minor maintenance and repairs and annual servicing and to provide receipts for all work hired. The Residents are encouraged to perform all repairs for which they are qualified except annual professional inspections and servicing. In the event professional assistance or referrals are needed, the Residents are to contact Owner or Owner's Agent rather than risking damage to the Premises or causing injury to the Residents or others. All repairs costing more than the rental discount must be approved in advance in writing by the Owner otherwise the Residents will be responsible for the full payment. In no case will the Owner pay for materials or labor contracted for by the Residents without prior written authorization. Owner will handle major replacements such as roof, water heater, heating systems. Damages caused by the Resident will of course be paid for in full by the Resident.

10. **PARKING: (check A or B)**

_____ A. Parking is permitted as follows: _____

The right to parking _____ is, _____ is not, included in the contract rent above. If not included in the rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable vehicles, except for trailers, boats, campers, buses or trucks (other than ½ ton pick-up trucks). Resident shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the premises.

or _____ B. Parking is not permitted on the premises.

11. **FORM OF PAYMENT:** The Residents' **initial payments** will be made by either **CASH or CASHIER'S CHECKS**. After the initial payments, The Residents may pay by personal check unless any check is returned unpaid for any reason. Thereafter, Owner may request cash or cashier's checks only.

12. **NEIGHBORHOOD CONDITIONS:** Residents are advised to satisfy themselves as to neighborhood or area conditions, including: schools, law enforcement, crime statistics, registered sex offenders, fire protection and other services; proximity to commercial, industrial or agricultural activities; existing or proposed transportation, construction and development that may affect noise, view, or traffic; airport noise, noise or odor from any source; wild and domestic animals; other nuisances, hazards, or circumstances; facilities and condition of common areas, conditions and influences of significance to certain cultures, and/or religions; and personal needs and preferences of Residents.

13. **DATA BASE DISCLOSURE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain, for public access, a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is accessible on the web at <http://www.meganslaw.ca.gov>. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. The number is 1-900-448-3000. Callers must have specific information about individuals on whom they are checking.

14. **LEAD PAINT DISCLOSURE:** Applicable only if premises constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can 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 lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owners' disclosure (initial all that apply):

- Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Known lead-based paint and/or lead-based paint hazards are present in the housing. Explanation:

Owner has provided the Residents with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, which are: _____

Residents' Acknowledgement (initial all that apply):

- The Residents have received copies of all information listed above.
 The Residents have received a State & Federal approved lead disclosure pamphlet.

Agent: _____ BPM, as Agent of Owner, has informed the Owner of his obligations to disclose lead paint hazards.

15. **OCCUPANTS:** The Premises are for the sole use as a personal residence by the following named persons **only**:

Name	DOB:	Name:	DOB:
Name:	DOB:	Name:	DOB:
Name:	DOB:	Name:	DOB:

\$100.00 additional rent will be due each month for each additional person occupying the premises for a period longer than _____ 7 days. An application and/or written permission must be submitted/obtained in advance for additional Residents, or the Residents will be in default and may be charged \$100.00 per month for each additional occupant retroactive to the commencement date in paragraph 4 above.

16. **ACCEPTANCE OF CONDITION OF PROPERTY:** The Premises is accepted in its current condition and will be returned to the Owner at the end of the term in the same or better condition. A "**move-in inspection report**" form has been provided to resident so that resident may document the current condition.

17. **RESIDENTS' OBLIGATIONS:** The following Residents' obligations are made a part of this rental contract:

- Residents will do nothing which would place the Owner in violation of the applicable building, housing, occupational, zoning, health codes, laws, or neighborhood covenants;
- The Residents, his invitees and/or guests will not engage in any illegal activity while on or about the Premises; Residents, his invitees and/or guests will comply with all rules and regulations related to the occupancy of the Premises and will not violate any law or ordinance;
- If checked, the Premises is a unit in a condominium, planned unit development or other development governed by a Home Owners' Association and subject to its rules, by-laws, and/or CC&Rs. Residents will comply with all covenants, conditions, and restrictions, bylaws, rules and regulations and decisions of the Home Owners' Association. Residents

will reimburse Owner for any fines or charges imposed by owner's association or other authorities, due to any violation by Residents, his guests, or his licensees;

- The Residents will keep the dwelling clean and sanitary, will remove garbage and trash before it attracts pests, and will maintain the plumbing in good working order to prevent leaks, stoppages, discharges from pipes, faucets, drains, fixtures;
- If checked the Premises is a non-smoking property. The Residents will keep the Premises smoke free. Smoking or vaping of any nature is not permitted on the premises.
- The Residents will properly use, operate and safeguard all electrical, plumbing, sanitary, heating, cooling, mechanical, and ventilating systems and other furnishings, appliances and associated equipment. Residents will test and maintain in good working order any owner-provided smoke detectors, carbon monoxide detectors and fire extinguishers.
- The Residents will act reasonably to safeguard the Premises against damage, loss, removal or theft and will maintain it as required to keep it in good working order;
- The Residents' conduct and that of Residents' family, friends, guests, and visitors is such that will avoid disturbing, annoying, interfering with, or endangering others.

18. **ENTRY:** Residents shall make Premises available to Owner for protection of the Premises, for making necessary or agreed repairs, decorations, alterations, or improvements or estimates for same; to supply necessary or agreed services; to show Premises to prospective or actual purchasers, residents, mortgagees, lenders, appraisers, or contractors. **Owner and Residents agree that 24 hours notice (oral or written) is reasonable and sufficient notice.** In an emergency, Owner/Agent may enter Premises without prior notice. The Residents specifically authorize the Owner/Agent to enter the Premises for purposes of serving legal notice any time the rent has not been received and is overdue, or the contract has been violated or terminated. When and if Owner markets Premises for sale or for rent Resident will allow the typical marketing activity including, but not limited to: placement of appropriate signage on Premises; showings to be scheduled as above plus at least 1 open house showing per month on a weekend day from 1300 hours to 1600 hours. Resident agrees to **personally show** the Premises 2 times per week to prospective new residents or purchasers **during the last 30 days of tenancy** at the following times: **Fridays and Sundays at 1500 hours** or at 2 other times convenient for Resident. Resident to be charged \$75 for each above mentioned scheduled showing the Owner/Agent has to cover.

19. **UTILITIES:** The Residents are responsible for payment of all utilities and services and the following charges:

_____ except _____,
which shall be paid by Owner. If any utilities are not separately metered, Resident shall pay Resident's proportional share, as reasonably determined by Owner. The Residents also agree to establish voice communications and to provide the Residents' voice number(s) to the Owner within 3 days of establishment. The Residents will also notify Owner within 3 days of any future changes of the Residents' voice communication number(s).

20. **TERMINATION:** After one month's rental payment has been received, **a month to month agreement** may be terminated by either party giving written notice as follows: Residents shall notify Owner 30 or more days prior to vacating. If the Owner terminates a month to month contract, Owner shall give Residents 30 or more days notice. For the Residents' non-compliance of any terms of this agreement other than non-payment of rent, Owner will give Resident 3 or _____ days in which to cure any non-compliance. If Owner terminates this agreement due to non-payment of rent or in a case in which the correct amount of rent has not been paid, Owner will give the Residents three (3) days, excluding holidays and weekends, in which to pay all rent, penalties, and fees due in cash or by cashiers check.

21. **HAZARDOUS CONDITIONS:** The Residents agree to report any hazardous conditions to the Owner in writing when they are discovered. Failure to do so will result in the Residents' accepting full responsibility for any injury, damage or loss, regardless of the cause. Such injury, damage or loss may result from, but is not limited to hazards caused by fire, breakage, burglary, water, windstorm, and/or electrical failure, associated with any portion of the premises or improvements thereto, especially with regard to any pipes, fittings, electrical or gas lines, equipment and/or appliances.

22. **MOLD:** Residents are hereby notified that mold can grow if the Premises are not properly maintained or ventilated and that if moisture is allowed to accumulate, it can cause mildew and mold to grow. Residents agree to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises by doing the following: regularly allowing air to circulate in the Premises; keeping the interior of the Premises free of dirt and debris that can harbor mold; repairing or causing to be repaired any water intrusion, such as plumbing leaks, drips, or sweating pipes; engaging the appropriate disaster clean-up agency for any overflow from bathroom, kitchen, or laundry facilities and insuring that in cases where the overflow may have permeated walls or cabinets, all areas are completely dried out prior to being placed back into service; removing any significant mold growth on surfaces inside the Premises; using bathroom fans while showering and keeping fans in good repair; using exhaust fans when cooking, dishwashing, or cleaning; cleaning and drying all visible moisture on windows, walls, and other surfaces as soon as reasonably possible; and making necessary repairs to heating and air conditioning systems.

23. **WATER HEATER:** The Residents agree that the hot water heater thermostat shall not be set higher than 125 degrees Fahrenheit and warrant that this setting will be checked immediately upon taking possession of the Premises. If the hot water heating system needs adjustment, this will be communicated to the Owner/Agent in writing within 7 days. Thereafter, any adjustment shall be presumed to have been done by the Residents, and the Owner/Agent shall not be liable or responsible in any manner for damage or injury to the Residents, the Residents' family members, guests or others. The Residents are encouraged to hire professionals to flush, inspect & service water heating systems at least once every 12 months and provide receipts to Owner/Agent.

24. **APPLIANCES & CONVENIENCE/LUXURY ITEMS:** If Premises are offered "unfurnished" any convenience or luxury furnishing or free-standing appliances at the Premises at the time of the Residents' possession are offered without warranty. The Owner assumes no responsibility any of these items on the Premises. Once the Residents have taken occupancy, if the convenience/luxury items or appliances should fail to operate, the **Owner will not be obligated to repair or replace them.** They will be removed at the Residents' request at no charge, or the Residents may have them repaired at the Residents' own expense. No adjustment will be made in the rent.

25. **RESIDENTS' LIABILITY AND INSURANCE:** Neither the Residents' nor the Residents' guests' personal property and vehicles are insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **The Residents agree to purchase a "renters insurance policy" to protect themselves, their family, their guests, and the Residents' personal property. A copy of the declaration page of the renters' insurance policy will be provided to Owner.** The Residents accept full personal liability for such mishaps as may be covered by renter's insurance to offset risk of loss or damage and to make no claim against the Owner for any such damages or losses. Resident shall comply with any requirement imposed on Resident by Owners' insurer to avoid: (1) an increase in Owners' insurance premium (or Resident shall pay for the increase in premium); or (2) loss of insurance. As part of this tenancy, the Residents shall test, maintain and replace any owner provided smoke detector(s), carbon monoxide detector(s) and fire extinguishers.

The declarations page of Residents' renters' insurance policy is attached.

The Residents will provide declarations page of renters' insurance policy by _____ (date).

(Declaration page may be emailed to Owner at _____ or BPM at dick@beaumontpm.com.

26. **OWNER'S PROPERTY:** Any removal of the Owner's property without express written permission shall constitute default in the terms of this agreement and may be construed by the Owner as voluntary termination without notice by the Residents. The Owner shall have the option of accepting the return of said property and of the premises as full liquidated damages for said unauthorized removal, or of filing formal criminal charges for theft and unlawful conversion against the Residents. The Residents hereby agree to return said possessions to the Owner in the same condition received unless a formal report of failure has been made and the Owner has removed the item(s). The Residents agree to keep the Premises secured when they are absent to protect the Premises.

27. **HAZARDOUS SUBSTANCES:** The Residents shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. The Residents shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any environmental law. The preceding two sentences shall not apply

to the presence, use, or storage on the Premises of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and for maintenance of the Premises.

28. MOVE-IN INSPECTION REPORT: The Owner offers the Premises in "as is" condition and will not repair any cosmetic items; however, by listing these items on the move-in inspection report, the Residents will have provided clear evidence as to the condition of the Premises upon move-in. Thus the inspection should include the house and any out-buildings, fences, landscaping, shrubs, etc. **The Residents warrant that the house being rented is hereby accepted as being in good and safe condition together with all furnishings unless a written exception is delivered to the Owner within 7 days after taking possession of the property.** Only those items included in said written exception shall be accepted as defective, missing, or in need of remedial action. The absence of such notice shall be conclusive proof that there was no defective or hazardous equipment or conditions existing as of the Commencement Date. Time limits are waived for dangerous or deteriorating situations caused by conditions outside the Residents' control, including, but not limited to leaking roof or windows; pest infestation; loose electrical or gas connections or gas leakage; non-functioning water supply, sewer system, or heating system; and floors, stairways, or railings that are in disrepair. These should be reported at any time they are observed. Only after this record has been filled in and delivered to Owner within the above 7 day time limit will necessary action be initiated to make any needed repairs. **Any defects noted after the first 7 days will be presumed to have been caused by the Residents.** TIME IS OF THE ESSENCE IN RETURNING THIS FORM. The Owner agrees to have all functional defects as listed in the Residents' "Move-In Inspection Report" remedied to the best of Owner's ability at no cost to the Residents. This includes improperly functioning electrical fixtures, faucets, drains and sewage systems, plumbing and heating fixtures, locks, windows, and doors. Once the "Move-In Inspection Report" has been received, needed repairs will be scheduled as soon as possible.

29. MAINTENANCE OF PREMISES: The Residents agree not to permit any deterioration beyond normal wear and tear of the premises during the period of this tenancy including woodwork, floors, walls, fixtures, appliances, furnishings, windows, screens, doors, plumbing, electrical, cooling and heating, mechanical systems, lawns, landscaping, fences, utility sheds, shrubbery, patios, etc. **Residents shall pay for all repairs or damages caused by Resident**, excluding normal wear and tear. Resident shall pay for all damages to Premises as a result of failure to report a problem in a timely manner. Resident shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading drain lines. In addition:

A. The Residents will not make any alterations in or about the Premises without Owner prior written consent, including: painting, wallpapering adding or changing locks, installing antenna or satellite dishes, placing signs, displays or exhibits. The Residents agree to install no tacks, nails, ceiling hooks or screws into the woodwork, ceilings or walls or use any adhesive materials unless the premises is returned to the original condition existing on the commencement of this tenancy;

B. Lawns, shrubs, flower beds, planters, and trees are to be watered by the Residents on a regular basis throughout the year. The Residents agree to clean out the gutters as needed (once a year as a minimum).

C. Further, the Residents agree to pay for damage done by rain, hail, wind and rising water resulting from leaving windows and doors open, failing to perform maintenance, or from neglect, overflow of appliances, sewer or septic tank, failure to water lawns and failure to remove all hoses from exterior faucets and properly shut down and drain any existing sprinkler systems prior to any freezes. The Residents agree to keep area under refrigerator free from all dust and debris and to change the furnace filter as needed. Further, if the Premises have a wood burning stove or fireplace, the Residents agree to have chimney cleaned annually. The Residents agree to use a fireplace screen to protect the Premises from fire in fireplace. The Residents are encouraged to have the heating and hot water heating systems serviced professionally each year.

30. KEYS/LOCKS: Residents acknowledge receipt of /or Residents will receive when possession is given:

_____ keys to the Premises _____ keys to mailbox _____ key to gas fireplace
_____ remote control device(s) for garage door/gate _____ security system keys and/or codes
_____ other _____

A. Residents acknowledge that the locks to the Premises _____ have _____ have not been changed. The Owner suggests that the Residents have all locks re-keyed at Resident expense upon move-in for the Residents' protection. The Residents agree to provide Owner with duplicates of all new keys to the Premises whenever changed. The Residents agree to pay Owner's locksmith charges if the Residents do not deliver keys. Residents shall pay all costs and charges related to loss of

any keys, garage door transmitters, electronic key cards, etc. Residents are responsible for any and all damage caused to screens, doors, door jambs and door frames due to unprofessional lock installation or attempted forced entry.

B. If the Premises is equipped with a security system, the Owner suggests that the Residents, for their protection, have the codes to the security system re-set with codes that only they know. The Residents agree to provide Owner with security system codes. The Residents agree to pay Owner's costs to re-configure system if the Residents do not deliver system codes. Residents are responsible for any and all damage to security system caused by Residents or their vendors.

C. The Residents agree to inspect the Premises upon move-in and to notify the Owner within three calendar days if any exterior doors do not have single-sided deadbolt locks, which the Owner will install at no cost to the Residents. The Residents further agree to inspect all windows that open and sliding glass doors and notify the Owner if any windows or doors are without a working locking device, which the Owner will install at no cost to the Residents.

31. ASSIGNMENT OF LEASE: Residents **SHALL NOT SUBLET** all or any part of Premises, or assign or transfer this contract or any interest in it, without prior written consent of Owner. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this contract or tenancy, by voluntary act of Residents, operation of law, or otherwise, shall be null and void. The Owner will have the option to terminate this contract. Any proposed assignee, transferee or sublease shall submit to Owner an application to rent on forms provided by Owner and if approved, sign a separate contract with Owner. 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 Residents of Residents' obligation under this contract.

32. MEDIATION OF DISPUTES: Owner and the Residents agree to mediate any dispute or claim arising between them out of this contract or any resulting transaction before resorting to arbitration, suit or litigation actions. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved. Election by Owner's Agent to participate in mediation shall not result in Agent being deemed a party to the contract.

33. RESIDENTS IN DEFAULT: If the Residents are in default under this contract or have been served with notice of termination, the Residents agree to reimburse the Owner/Agent for actual costs incurred to enforce collection of rents, termination of this contract or eviction proceedings, to serve notices, for filing fees, etc., including costs of service of process, collectors, deputies, marshals, police constables, etc.

34. LEGAL DISPUTE: In the event of any legal dispute arising from this contract, the Residents and the Owner agree that the prevailing party will be limited to not more than \$500 of compensation from the non-prevailing party, except as provided in paragraph 32.

35. NOTICES: All notices required by this contract will be in writing and delivered to the parties as follows: To the Resident at the Premises address: To Owner by service to _____ Beaumont Property Management, 61 Logan Lane, Monterey, CA 93940 or _____ to Owner at address shown in paragraph 5 above.

36. ABANDONMENT OF PREMISES: Formal written notice, with provision for timely rent payment, is required if Residents intend to be absent from the Premises for an extended period of time. If the Premises are left unoccupied for 14 days while rent is due and unpaid, the Owner may take those actions described in applicable state law regarding recovery of abandoned property as well as the disposal of Resident's abandoned personal property.

37. INDEPENDENT CONTRACTORS: The Residents warrant that any work done by the Residents on the Premises will be undertaken only in the capacity of an Independent Contractor and not as an employee of the Owner. The Residents further warrant that any such work will be done only by qualified parties under the direct supervision of the Residents. The Residents agree to be fully accountable for insuring that work is performed in a safe, competent manner in accordance with the applicable laws, codes, and ordinances. The Residents agree to accept full liability for any mishaps or accidents and to hold the Owner/Agent free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work.

38. **RESIDENTS' INSOLVENCY:** If the Residents shall become insolvent, or if bankruptcy proceedings shall be initiated by or against the Residents during the above tenancy, the Owner is hereby irrevocably authorized at his option to immediately cancel this rental contract. No receiver, trustee or other judicial officer shall have any right, title or interest in or to the Premises by virtue of this contract or of the claims of the Residents or any third party claims.

39. **PERIODIC PEST CONTROL TREATMENT:** If Owner has entered into a contract for periodic pest control treatment of the Premises or does so at any time in the future, the Owner hereby notifies the Residents as follows: CAUTION--PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence 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 you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800-876-4766); for Health Questions--the County Health Department (831-755-4500); for Application Information--the County Agricultural Commissioner (831-759-7325) and for Regulatory Information--the Structural Pest Control Board (916-263-2533).

40. **TEMPORARY RELOCATION:** Residents agree, upon request of Owner to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or for other repairs to Premises. Residents agree to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and or valuables. Residents shall be entitled to a credit of rent equal to the per diem rent for the period of time Residents are required to vacate premises.

41. **ACCIDENTAL DAMAGE TO PREMISES:** If, by no fault of Residents, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Owner or Residents may terminate contract by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If contract is not terminated, Owner shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with the Residents' reasonable use of Premises. If damage occurs as a result of an act of Residents or Residents' guests, only Owner shall have the right of termination, and no reduction in rent shall be made.

42. **OWNER UNABLE TO DELIVER POSSESSION:** If, for any reason, Owner is unable to deliver possession of the Premises within _____ 7 days of the commencement date stated above, this contract will be terminated. Owner's liability to Residents shall be limited to the return of all funds previously paid by Residents. Owner will return funds within seven days of notice to Residents of inability to deliver possession. The Residents agree to hold Owner harmless for any further obligations.

43. **RESIDENTS' OBLIGATIONS UPON VACATING PREMISES:**

- Surrender all keys and opening devices to the Premises and common areas to Owner/agent;
- Repair damages and clean the Premises per page 10 of move-in inspection report;
- Physically remove all trash and debris from the Premises (not just piled up for others to remove);
- Touch up or re-paint any areas that have become damaged during tenancy;
- Return exterior (lawns, flower beds, shrubbery, etc) to conditions no worse than found at move in;
- Treat the interior & exterior of the Premises for fleas and other pests (see paragraph 6);
- Pay \$125 per hour if Owner/Agent is left to coordinate any of these Resident obligations;
- Provide forwarding address & voice number(s) to Owner;
- _____

Note: All improvements installed by Residents become the property of the Owner upon termination of this contract.

44. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than 1 Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this contract, jointly with every other Resident, and individually, whether or not in possession.

45. **WAIVER:** The waiver of any breach of contract by Owner shall not be construed as a continuing waiver of the same or any subsequent breach.

46. **AGENCY: if checked** _____ Beaumont Property Management is the Agent of the Owner exclusively.

47. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

The following documents are attached and provided to Resident with this contract:

- _____ Copy of Credit Report(s)
- _____ Federally approved lead pamphlet and information on earthquakes & other hazards.
- _____ Utility and service company contact numbers.
- _____ Information on renters insurance.
- _____ Water conservation information.
- _____ Home Owner Association CC&R's or House Rules.
- _____ Emergency and Routine Repair & Maintenance Guidelines Letter with vendor contact numbers.
- _____ 12 page Move-In Inspection Report for completion and return by Resident.
- _____ CTV/Dish/Tel: Letter of authorization.
- _____ Military Clause addendum.
- _____ Other items: _____

48. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Resident are incorporated in this contract, which constitutes the entire contract. It is intended as the final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties intend that this contract constitutes the complete and exclusive statement of its terms and conditions. Any provision of this contract held to be invalid shall not affect the validity or enforceability of any other provision.

49. **RESIDENTS' QUESTIONS ANSWERED:** By signing this rental contract, the Residents stipulate and warrant that Owner/Agent has answered all Residents' questions regarding the terms and conditions of this contract and that the Residents thoroughly understand all provisions as to the rights, duties, and obligations of all parties. The Residents expressly warrant that the Residents have the legal right to bind all proposed occupants and to sign on behalf of all proposed occupants in committing the Residents and them to this rental contract. **NOTE: TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS RENTAL CONTRACT.** Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

READ THIS DOCUMENT CAREFULLY. THIS IS NOT AN AVERAGE RENTAL CONTRACT. IT ASKS RESIDENTS TO THINK LIKE HOMEOWNERS. BY SIGNING THIS CONTRACT, THE RESIDENTS WARRANT THAT THE RESIDENTS UNDERSTAND ALL THE TERMS AND CONDITIONS UNDER WHICH THE OWNER HAS AGREED TO ENTRUST HIS PROPERTY TO THE RESIDENTS. THE RESIDENTS ARE PREPARED TO PERFORM SOME OF THE NORMAL DUTIES OF THE OWNER, OR TO HAVE THEM PERFORMED BY SOMEONE ELSE AT THE RESIDENTS' EXPENSE. IN RETURN, THE RESIDENTS EXPECT THE OWNER TO GIVE THE RESIDENTS MORE DISCRETION TO MAKE DECISIONS ABOUT MAINTAINING THE HOUSE AND GROUNDS AND TO OFFER THE RESIDENTS REASONABLE MARKET RENTS.

Accepted this _____ day of _____, 20____ at _____, California.

Owner:

Resident:

Print
By _____
Signature
By _____
Agent for Owner - Beaumont Property Management

Signature

Signature

Signature

Broker CalBRE #00876496 Agent CalBRE # _____

Monies received/due:

Category	Total Due	Payment Rec'd	Balance due	Date Due
Rent:				
Rent:				
Other Payment(s)				
Security Deposit				
Total				

Note: The rent due on the first day of _____ is \$ _____.

Owner/Agent's Initials _____ / _____ Resident's Initials _____ / _____