



Rent will be paid to Galen M. Gruman at 4485 24th St., San Francisco, CA 94114 or at such other place as Landlord designates.

**Delivery of payment:** Rent may be paid by mail, to Galen Gruman at 4485 24th St., San Francisco, CA 94114, or via electronic deposit at the Landlord's designated financial institution.

**Form of payment:** Landlord will accept payment in these forms:

- personal check made payable to Galen Gruman
- cashier's check made payable to Galen Gruman
- money order made payable to Galen Gruman
- electronic deposit to the bank account of Galen Gruman (account and routing information to be provided to Tenant on request)

### **Clause 7. Late Charges**

If Tenant fails to pay the rent in full before the end of the third (3rd) day after it is due, Tenant will pay Landlord a late charge of \$25. If the Tenant pays through multiple, separate checks or other forms of payment, each such separate payment that is late is subject to the \$25 charge. Landlord does not waive the right to insist on payment of the rent in full on the date it is due, which is the first (1st) of the month.

### **Clause 8. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25 per returned check.

### **Clause 9. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$3000 as a security deposit.

Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

If damage or cleaning beyond normal wear and tear exceeds the security deposit, the Tenant is responsible for paying the difference to the landlord within 21 days of receiving the itemized statement.

Tenant acknowledges that cigarette, pipe, cigar, and other forms of smoking produces smoke and residue that accumulates in rugs, drapes, wood, and other materials, and that such smoke and residue may require extra cleaning to remove. Tenant agrees that the accumulation of such smoke and residue does not constitute normal wear and tear to the premises, and that any cleaning required upon the termination of this Agreement to be done by the Landlord to remove smoke and residue may be deducted from the Tenant's security deposit.

**Departure of Some Persons in Tenancy:** If there is more than one person listed in Clause 1 as the Tenant in this lease, the following conditions apply:

- a. Each departing person may be replaced only by an individual approved by the Landlord. Any unapproved occupancy is a violation of this lease.
- b. If a person leaves before the lease period expires and is replaced with a Landlord-approved new person, the departed person will receive back his or her pro-rated portion of the security deposit minus any damage or cleaning charges, beyond normal wear and tear, for the area of the house in which he or she lives exclusively (such as a bedroom), within 21 days of the Landlord receiving a new security deposit from the replacement person that brings the total security deposit back to \$3000.
- c. If a person leaves before the lease period expires and is not replaced with a landlord-approved new person, the departed person will receive back his or her pro-rated portion of the security deposit minus any damage or cleaning charges, beyond normal wear and tear, for the area of the house in which he or she lives exclusively (such as a bedroom), within three weeks of the Landlord receiving a new security deposit from the remaining persons listed as the Tenant in Clause 1 that brings the total security deposit back to \$3000.

**Deposit Return to Guarantor:** The security deposit refund will be made to the individuals (those persons listed as Tenant and/or Guarantor in Clause 1) who provided the security deposit.

### **Clause 10. Utilities and Services**

Tenant will pay all utility and service charges except for standard garbage collection, which the Landlord will pay. Tenant will pay for any extra garbage collection services and fees, such as hauling fees, fees for additional garbage pickup, and any penalties or fines for violation of garbage collection policies.

### **Clause 11. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

### **Clause 12. Maintenance Responsibilities**

Tenant will:

- a. keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear;
- b. immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and
- c. reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

Tenant will maintain the back yard's lawn by mowing and trimming it regularly. Tenant will also trim plants that intrude upon public sidewalks so that they no longer intrude. Tenant may trim flowers and other plants but is under no obligation to do so. Tenant may pick any fruit grown on the premises.

\_\_\_\_\_ If initialed, Tenant declines to perform the above yard maintenance or arrange to have it done and instead agrees to pay an addition \$100 per month for the Landlord to arrange such service.

Tenant may use the Landlord-provided lawn mower and edge trimmer to perform yard maintenance. However, the Tenant is responsible for any care or repairs needed based on the Tenant's usage of this equipment. The Tenant also assumes all responsibility for any injury or damage sustained through use of this equipment.

Tenant shall not disable or alter the watering system to the detriment of the yard or garden areas; Tenant is responsible for costs of repair or replacement caused by such alteration of the watering system.

### **Clause 13. Repairs and Alterations by Tenant**

Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises. This includes installation of cables or lines for use in telephone, cable or satellite TV, or Internet access services if such installation requires drilling into or through walls, flooring, or ceilings or if it requires modification to existing cabling. If Tenant wishes to subscribe to such services and such procedures are required, the Tenant must first get the Landlord's permission and provide a detailed description of the work to be done. The Landlord may require that he or a designated agent monitor any such installation to prevent damage to the property. Tenant is responsible for all costs to uninstall (completely or partially) or modify any such services that were installed without the required permission.

The Landlord is not responsible for the upkeep, maintenance, or repair of cable, satellite, phone, and/or Internet services, equipment, and/or wiring, whether installed by the current Tenant or previous Tenants. The Landlord is responsible for maintaining the interior wiring for such services unless altered by the Tenant or by a service provider.

Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

### **Clause 14. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other Tenant or nearby resident (neighbor). Tenant is responsible for any fees, fines, or costs charged to the Landlord for Tenant or Tenant guest violation of laws or ordinances.

In addition, Tenant agrees to comply with the following specific conditions:

- a. **Vehicles.** No vehicles are to be parked on the lawn, any unpaved surface, or anywhere on the premises but the driveway at any time. Street parking shall be in front of the rental property whenever possible, and parking in front of neighbors (or blocking their driveways, mailboxes, or sidewalks) shall be avoided. Keeping or storing disabled vehicles is prohibited.
- b. **Noise.** Chapter 9.12 of the City Municipal Code prohibits unreasonable noise, loud parties, yelling, loud stereos, etc. This ordinance shall be followed at all times.
- c. **Appearance.** Tenant shall maintain the premises in a neat and clean condition, shall not store boxes, furniture, auto parts, appliances, or personal belongings on the exterior of the house or garage (including porches) visible from a public right-of-way and shall comply at all times with the Property Maintenance Standards of the City Municipal Code (Chapter 17.17). Tenant and guests and invitees shall not walk upon or place any items on any roof, shed top, garage, carport, etc.

- d. **Obey All Laws.** Tenant shall comply with all statutes, ordinances, regulations, and requirements of all municipal, state and federal authorities regarding the use of the premises.

Failure to comply with the above conditions, or to respect the peace and quiet and the residential nature of the neighborhood, shall constitute a default and violation of the lease and constitute grounds for termination.”

**Clause 15. Pets**

No animal, bird, or other pet will be kept on the premises – except for properly trained dogs needed by blind, deaf, or disabled persons or for pets allowed through prior written permission of the Landlord, and then only under the following conditions:

- a. Tenant is responsible for any damage caused by such permitted pets.
- b. Tenant will ensure that any such permitted pets do not become nuisances or otherwise disturb neighbors.
- c. Tenant shall ensure that permitted pets, with the exception of housecats and nonpredatory birds, are kept within the confines of the property unless on leash or in cages and accompanied by Tenant or other person(s).

Tenant understands that having nonpermitted pets is cause for eviction. Tenant is financially responsible for any damage caused by or cleaning required because of either permitted or unpermitted pets.

**Clause 16. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant 24 hours' notice before entering.

**Clause 17. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 18. Possession of the Premises**

**Tenant's failure to take possession:** If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

**Landlord's failure to deliver possession:** If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 19. Tenant Rules and Regulations**

Tenant acknowledges receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

\_\_\_\_ (Tenant initials)

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises (available at [www.zangogroup.com/rentals\\_196craig.html](http://www.zangogroup.com/rentals_196craig.html)):

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and delivery of the pamphlet *Protect Your Family from Lead in Your Home*

\_\_\_\_ (Tenant initials)

- Disclosure of Information on Megan's Law

\_\_\_\_ (Tenant initials)

**Clause 21. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**Clause 22. Authority to Receive Legal Papers**

The Landlord and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 4485 24th St., San Francisco, CA 94114

**Clause 23. Safeguarding of Property**

Tenant will not alter or disconnect the watering system for the lawn or landscaping, nor the sump pump system. Tenant will ensure that drainage holes and elements of the drainage system are not obstructed or disabled. Tenant is liable for any damage or cleanup costs caused by interference with, damage to, or obstruction of these systems.

Tenant will ensure that smoke detectors are functioning at all times. Tenant will not disable these detectors and will replace any smoke-detector batteries that have exhausted their power; the cost of such batteries may be deducted from the rent if accompanied with a receipt and written notice.

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the premises and property located on the premises. Landlord is not liable for damage to or loss of Tenant's property.

**Clause 24. Validity of Each Part**

If any portion of this Agreement is held to be invalid or unenforceable, its invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Agreement. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Clause 25. Methods of Document Execution**

This Agreement can be executed in counterparts.

Transmissions by facsimile are deemed to be original documents.

**Clause 26. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Engaging in illegal activities on the premises by Tenant or guests or invitees may result in immediate termination of this Agreement.

Notwithstanding any other provisions of this Agreement, Landlord may terminate this Agreement upon 60 days' written notice to Tenant that the premises have been sold.

Notwithstanding any other provisions of this Agreement, Landlord may terminate this Agreement immediately if the property becomes uninhabitable for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises.

**Clause 27. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of California.

**Clause 28. Entire Agreement**

This document and any stated appendices constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

The failure of Tenant or his or her (or their) guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Landlord \_\_\_\_\_  
Galen Gruman  
4485 24th St., San Francisco, CA 94107  
(415) 647-0996 (ph), (415) 297-1742 (fax)  
ggruman@zangogroup.com (email)

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

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Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Disclosures required by U.S. federal and/or California state law:

## Lead Hazard Notice

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### Lessor's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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(ii) XX Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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(ii) XX Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Megan's Law Notice

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 database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service." At this printing, that number is (900) 463-0400.

**Fixed-Term Residential Lease**  
**Attachment A**  
**Tenant Rules and Regulations**  
196 Craig Way, San Luis Obispo, CA 93405

**Note:** Copies of lease, rules, disclosures, contacts, and other information are available at [www.zangogroup.com/rentals\\_196craig.htm](http://www.zangogroup.com/rentals_196craig.htm)

**Noise and Other Disturbances:** Tenants agrees to abide by all local ordinances regarding disturbances, including but not limited to noise, public appearance of the grounds, and parking of vehicle, and to pay any fines, levies, or charges for violating such ordinances, even if the fines, levies, or charges are assessed against the Landlord (in which case the Tenant will pay the charge or reimburse the Landlord). Furthermore, Tenant agrees to limit noise as reasonably requested by neighbors, even if the noise level is less than the upper limits established by local ordinance. Repeated citations for violations of disturbance-oriented ordinances are grounds for termination of lease.

**Care in Use of Premises:** Tenant will take care in the use and maintenance of the premises, including the yards. Tenant and his or her (or their) guests should not cause damage to the grounds or landscaping, and will be financially liable for any damage caused, intentionally or not, including damage caused by non-maintenance of the lawn. Things that can damage the yard or garden include disabling or altering the water flow from the sprinkler system, blocking the sprinklers, leaving large objects in plant areas for extended periods, and trampling plant areas. If the Tenant believes that the watering system is delivering excessive amounts of water, please contact that Landlord.

**Motor and Other Vehicles:** Motor vehicles such as cars, trucks, and boats may not be parked anywhere on the premises other than the driveway, or in legal parking spaces on the street. Motorcycles, scooters, bicycles, strollers, and similar vehicles may be parked behind the house in areas that do not obstruct access to the garage or house and that do not cause damage to plants or landscaping. Vehicles of Tenant or guests may not have major service done on the premises or on the street adjacent to the premises; "major" means any repair or maintenance that cannot be completed in less than a day or that involves the removal of components of the vehicle. For example, changing oil, an air filter, or fuel filter is acceptable, while rebuilding the transmission or reupholstering the seats is not. In no case, should nonoperational vehicles (such as cars, boats, trucks, and motorcycles) be left on the premises or, in the case of bicycles, scooters, strollers, and similar small vehicles only, behind the house.

**Use of Garbage Containers:** Tenant agrees to abide by local rules on garbage disposal, and for example, will not put any materials other than recyclable ones in the blue recycling bin and will not put any materials other than garden trimmings in the green yard-waste bin. Any fines or levies by the trash-removal company for not following the local rules on use of these bins are the sole responsibility of the Tenant.

**Storage:** Tenant may store personal effects in the garage if there is sufficient room and if such storage does not interfere with access to the watering system controls, the laundry facilities, or the sump pump controls. Tenant will not damage or remove the house paint stored in the garage or the garden materials stored in the garden shed.

**Smoking:** Tenant may not smoke cigarettes, cigars, pipes, or other legal substances inside the house or garage. Tenant may smoke in the yard and in other outside areas. Tenant understands that the residue and smoke from such activity is not considered normal wear and tear for purposes of return of the security deposit.

**Dangerous Materials:** Nothing poisonous, corrosive, flammable, or explosive should be stored on the premises, with the exception of vehicle, camping-stove, and similar fuels in approved containers and of legal poisons such as insecticides in approved containers. Such containers must be stored away from areas of heat, away from flames, and away from food and food-preparation areas.

No flammable materials should be stored on, next to, or under the water heaters.

**Basic Maintenance:** Tenant is responsible for basic household maintenance, such as:

- replacing lightbulbs and smoke-detector batteries (landlord will reimburse battery costs if a receipt is provided)
- cleaning the house regularly
- removing debris from drainage holes and access areas
- ensuring public areas such as walkways and stairs are unobstructed and safe
- fixing plugged-up drains, toilets, and garbage disposals (if normal remedies do not work in such cases, the Tenant should then call the Landlord)
- eliminating ants, rodents, and other pests using common methods such as ant traps and rat poison (if normal remedies do not work in such cases, the Tenant should then call the Landlord)
- removing lint from the dryer's lint trap periodically
- cleaning the in-sink garbage disposal periodically (running an orange's or lemon's peel through it will usually do the trick)
- cleaning the ovens, stove, and refrigerator periodically

The Landlord will handle the watering system and landscape maintenance; Tenant should not alter the watering system without prior permission.

Tenant should notify the Landlord immediately upon any damage or maintenance needs, so landlord can repair the issue without delay that might otherwise lead to further damage. In emergencies, if the Landlord is unavailable, please bring in a contractor to fix the immediate issue and have the bill sent to the Landlord or deduct the cost from the rent – be sure that the Landlord is notified immediately in such cases.

**Key Replacement:** If the Tenant loses keys to the premises, the Tenant shall pay \$30 fee per lost key to have it replaced. If the Tenant requests the house be re-keyed because of such loss, the Tenant will pay the full cost of such work plus \$75.

**Disputes among Tenants:** Landlord has no involvement in settling disputes among Tenants. Tenants shall decide themselves, for example, who uses which bedrooms, who chooses television programming, how joint bills are handled, how cleaning and household chores are divided, who may park where, and what schedules are used, if any, for common areas such as the yard, laundry, kitchen, and bathrooms. No dispute among Tenants is cause for violation of the lease Agreement.

**Access to Fruit and Flowers Grown on Premises:** The property has several fruit trees and grape vines, as well as flowering bushes. Tenant are free to pick such fruit and flowers, so as long as damage to the plants does not result. Furthermore, Tenant agrees to allow the immediate neighbors to pick the fruits and flowers accessible in the front and side yards; neighbors' access to the back yard's fruit is at the discretion of the Tenant.