

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This rental Agreement is entered into between

("Tenant")

and

Galen M. Gruman ("Landlord").

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenants, and Tenants rents from Landlord, for residential purposes only, the premises located at 1620 Sharon Dr., Yuba City, CA 95993 ("the premises"), together with the following furnishings and appliances (all covered by the security deposit in Clause 8):

- Refrigerator
- Stove/oven range
- Dishwasher
- In-sink garbage disposal
- Two fire extinguishers (one in kitchen, one in garage)
- Two garage door openers
- Compost bin in backyard

Rental of the premises also includes parking for two cars in the garage and an undetermined number of vehicles in the RV driveway.

Clause 3. Financial Responsibility

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 4. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children:

- _____
- _____
- _____

Occupancy by guests for more than fourteen (14) days every three (3) months is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 5. Term of the Tenancy

The term of the rental will begin on _____, and end on _____. If Tenants vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. Tenant agrees to provide a minimum of 60 days' notice prior to lease expiration of intent to vacate the premises at lease termination. Landlord agrees to provide a minimum of 60 days' notice prior to lease expiration of intent to not renew this lease, per California law.

Clause 6. Payment of Rent

- personal check made payable to Entrust Administration
- cashier's check made payable to Entrust Administration
- money order made payable to Entrust Administration

Clause 7. Late Charges

If Tenants fails to pay the rent in full before the end of the fifth (5th) day after it is due, Tenants will pay Landlord a late charge of \$25. 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 Tenants 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, Tenants will pay Landlord a returned check charge of \$25 per returned check.

Clause 9. Security Deposit

On signing this Agreement, Tenants will pay to Landlord the sum of \$1500 as a security deposit.

Tenants 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 Tenants 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.

Clause 10. Utilities and Services

Tenant will maintain water, garbage, electrical, and gas service and pay all utility and service charges.

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: (1) 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; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenants or Tenant's guests or business 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 lawn, mowing it regularly, and dispose of any fallen fruit from the backyard trees. Landlord will maintain the shrubs and ground cover in the front yard and the trees in the backyard. The Tenant may plant vegetables, flowers, and other plants — except for trees, bushes, and shrubs — in the bare parts of the backyard.

Should Tenant cause the garden or yard to deteriorate, overgrow, or otherwise fall out of well-managed condition, Tenant shall be responsible for any costs to return garden to well-managed condition. Similarly, 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 are responsible for all costs to uninstall (completely or partially) or modify any such services that were installed without the required permission, as well as for any damage caused by such installation or uninstallation.

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. Tenant is responsible for any fees, fines, or costs charged to the Landlord for Tenant or Tenant guest violation of laws or ordinances.

Tenant agrees to respect the peace and quiet and the residential nature of the neighborhood with respect to parking, noise, property maintenance, animals, odors, disposal of refuse, and general appearance of the premises. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any other tenant, or neighbors. 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 but the garage or driveways 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. Tenant is advised that Yuba City has regulations about proper parking of RVs and other vehicles, and that Tenant is responsible for following any such regulations.
- b. **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. Tenants and guests shall not walk upon or place any items on any roof, shed top, garage roof, etc.
- c. **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:

- Tenant is responsible for any damage caused by such permitted pets.
- Tenant will ensure that any such permitted pets do not become nuisances or otherwise disturb neighbors.
- 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 persons.

___ If initialed by the Landlord, the following pets are permitted:

_____ (name), _____ (breed)
 _____ (name), _____ (breed)
 _____ (name), _____ (breed)

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

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 (also available at www.zangogroup.com/rentals_1620sharon.html), as required by federal and state law:

- 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. 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.

This contract may be executed in counterparts. Signed documents transmitted by electronic facsimile (fax) are considered to be original, signed documents.

Clause 25. 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 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 26. Governing Law

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

Clause 27. 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 its 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) 647-1742 (fax)
ggruman@zangogroup.com (email)

Date _____

Signature _____

Date _____

Tenant _____

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).

(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).

(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
1620 Sharon Dr., Yuba City, CA 95993

Note: Copies of lease, rules, disclosures, contacts, and other information are available at www.zangogroup.com/rentals_1620sharon.html.

Noise and Other Disturbances: Tenant 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 its guests should not cause damage to the grounds or landscaping, and will be financially liable for any damage caused, intentionally or not. 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 you believe that the watering system is delivering excessive amounts of water, please contact that Galen Gruman.

Motor and Other Vehicles: Motor vehicles such as cars, trucks, and boats may not be parked anywhere other than in the garage, in the driveways, 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 anywhere other than in the garage 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 food scraps and garden waste in the green yard-waste bin or compost 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. Tenant further agrees to maintain a yard waste bin; such a bin is normally provided by the local garbage service at no extra charge.

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 or water heater.

Smoking: Tenant may smoke cigarettes, cigars, pipes, or other legal substances on the grounds but not within the house. Tenant is responsible for cleaning the residue and smoke from any interior smoking; it is not considered normal wear and tear for purposes of return of your 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 heater or furnace.

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

- Mowing the back lawn regularly
- 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 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, if dryer is supplied by the Landlord
- 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

Galen Gruman will handle the watering system and front yard landscape maintenance, as well as any needed trimming of the fruit trees in the backyard; Tenant should not alter the watering system without prior permission.

Tenant will 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.