

BUNGALOW ON THE BAY LEASE AGREEMENT

1. Manager: Eric Leland, 500 Clarence Ave, Richmond, CA

2. Tenant: _____

Please complete

Owner hereby leases to Tenant, and Tenant leases from Owner, those premises at 500 Clarence Ave, Richmond, CA (**main level only**) hereinafter described as the "Rental Property" under the following terms and conditions.

3. Rental Period:

This lease shall commence on 11/13/09 3PM PST (the "Check-In Time") and shall continue until 11/15/09 11AM PST (the "Check-Out Time").

4. Rent:

The Tenant shall pay the Owner total rent as below, which includes all utilities, at least 30 days prior to the check-in date, unless the Landlord provides an express written exception. In addition, the tenant shall pay a non-refundable cleaning fee of **\$150.00**, plus a security deposit of **\$250.00** by this same date. The security deposit will be refunded within 30 days of the Check-Out Time providing no damage is done to the Rental Property or its contents, and the Rental Property is in the same condition as it was in at the Check-In Time.

Rent will be paid as follows:

Rent: ---

Non-refundable cleaning fee: \$150

Security Deposit: \$250

Pet fee (if applicable): N/A no pets

Total: ---

5. Description of Rental Property:

The Rental Property consists of the main level of a **house** located as described above. The Rental Property is comprised of the following rooms: Three bedrooms (one king bed, one queen bed, one television room with two convertible twin beds), a fully stocked kitchen, dining room/living room combination, two bathrooms, and deck with hot

tub. Tenant has access to a laundry room shared with tenant of the lower (basement) level flat during posted laundry room hours.

Bed linens and one towel sets for each registered guest are provided. The Rental Property is fully furnished and equipped with gas heat, a gas fireplace, washer & dryer, 32 inch HDTV (basic cable), DVD player, iPod docs and speakers, high speed wireless internet, compact disc player, microwave, gas stove, dishwasher, refrigerator, cookware, dishes & eating utensils, drink and barware, and an outdoor barbeque grill.

6. Security Deposit:

The security deposit will be held in a non-interest bearing account. It is the obligation of the Tenant to surrender the Rental Property in good condition by the time specified, except for reasonable wear and tear. Tenant shall pay for any damage to the Rental Property caused during his/her possession. The security deposit will be returned by regular mail to Tenant within 30 days following Tenant's vacating the Rental Property, minus the costs to repair or replace any damage or loss to the Rental Property or the contents thereof. All trash must be taken to trash bins.

The Owner may retain the security deposit for violation of the Terms and Conditions of the Rental Agreement.

7. Notice to Owner of Repairs Needed:

If the Rental Property or any of the contents are damaged, not working or otherwise in need of repair or replacement, the Tenant must promptly notify the Owner through Owner's designated representative. The Owner will have a reasonable amount of time to make repairs. If the Tenant must vacate the premises because of damage not resulting from the Tenant's act or neglect, the Tenant will be refunded the rent for such period of time that the Tenant is unable to occupy the Rental Property, prorated on a per diem basis commencing on the date that the Tenant was forced to vacate and calculated to the date on which the Tenant was able to re-occupy the Rental Property or the end of the Rental Period, whichever comes first.

8. Cancellation:

To reserve the Rental Property, Tenant must pay at least 50% of the

rent and fee total as shown in this lease agreement and also sign and return this lease agreement to the Owner or Owner's agent. In the event that the Tenant cancels the reservation for any reason, a \$125.00 cancellation fee (the "Cancellation Fee") will be charged. If the cancellation occurs sixty (60) days or more prior to the Check-In Time, Tenant's payment to Landlord is limited to the Cancellation Fee. If the cancellation occurs fewer than sixty (60) days, but at least thirty (30) days prior to the Check-In Time and the Owner is unable to re-rent the Rental Property by the Tenant's Check-In Time, the Tenant will be liable for fifty (50%) percent of the rental costs. If the cancellation occurs less than thirty (30) days before the Check-In Time, the Tenant will be liable for one hundred percent (100%) of the rental costs if the Rental Property is not re-rented by the Check-In Time. Owner will make all reasonable efforts to re-rent the Rental Property by the Check-In Time.

9. TERMS AND CONDITIONS

It is understood and agreed between all parties that the Tenant and permitted occupants of the Rental Property will abide by the following terms and conditions, and that any breach thereof will, at the Owner's option, give the Owner the right to declare this Rental Agreement null and void, and said term ended, and the Owner shall have the right to re-enter the Rental Property and remove or have removed all persons there from, and in such event, Tenant agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder:

(a) *Guests:* **No other persons shall occupy the Rental Property at any time, except those registered in this Rental Agreement.** Occupancy of the Rental Property is limited to 6 persons. Occasional daily visitors are allowed, but certainly not larger groups of visitors coming up just for the day. **The house is for paying guests, and is not to be used for larger parties or events.**

(b) *Noise:* The Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property. There is to be no amplified music outdoors.

(c) *Smoking:* There shall be no smoking inside the Rental Property. If the Tenant or guests choose to smoke outside, Tenant is responsible for providing, using, and thoroughly cleaning

appropriate ashtrays.

(d) *Pets*: No pets of any sort are allowed in the Rental Property or on the premises at any time without the express written permission of the Landlord through the execution of the "Pet Addendum" to this lease agreement.

(e) *Recycling*: Please separate recyclable materials and place them in the blue bin located near the garage.

(f) *Trash*: Solid waste must be bagged and placed in the brown bin located near the garage. Except for some holidays, trash pick-up is on Monday morning. It is the Tenant's responsibility to ensure that trash gets placed in the appropriate bins for collection.

(g) *Parking*: There is ample parking for up to four cars on Clarence Street in front of the house. Please do not park in driveway leading to garage.

(h) *Telephone Charges*: There is no telephone service at the property and hence no telephone charges. AT&T / Cingular cellular service works reasonably well in this area.

(i) *Hot tub*: Tenant agrees to follow rules for safe hot tub use; these rules will be available in *House Manual* inside the premises.

(j) *Other safety and house rules*: Tenant agrees to review and follow safety rules for household appliances and barbeque grill as well as other information regarding safety and care of premises and contents contained in the *House Manual*.

(k) *Damage to Rental Property and Contents*: The Tenant and all registered occupants of the Rental Property shall be liable for all damages caused during their occupancy, except for damages not caused by Tenant and/or registered occupants (for example, damage resulting from a burst pipe, act of God, or faulty wiring would not be "caused" by Tenant and/or registered occupants). Tenant would be liable for damage resulting from Tenant's failure to take reasonable action(s) to mitigate any sort of damage. Cost of repairs and/or replacement for which Tenant is liable pursuant to the foregoing shall be deductible from the security deposit and additional costs shall include attorney's fees and costs, if incurred in the collection.

(1) *LIABILITY EXCLUSION*: TENANT'S SOLE REMEDY FOR OWNER'S FAILURE TO MAKE THE RENTAL PROPERTY AVAILABLE FOR THE RENTAL PERIOD IS A REFUND OF THE FEES PAID. OWNER SHALL NOT BE LIABLE FOR LOSS, INJURY OR DAMAGE TO ANY PERSONS OR PROPERTY. TENANT AND ALL OCCUPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY LIABILITY AND COSTS ARISING FROM INJURY TO ANY OCCUPANT, THEIR CHILDREN AND GUESTS, UNLESS IT IS EXPRESSLY DUE TO THE ACT OF OWNER.

10. Registered Occupants:

All occupants of the Rental Property must be listed in this Rental Agreement and each occupant over the age of eighteen (18) years shall be equally responsible for observing the Terms and Conditions specified in this Rental Agreement.

Name	Address	18 years or older?
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11. Tenant's Responsibilities at Check-Out Time:

At Check-Out Time, the Tenant shall give over possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Tenant took possession at Check-In Time, except that Tenant is not obligated to thoroughly "clean house." It is the understanding of Landlord and Tenant that the Rental Property shall be left in a tidy condition, but that Landlord will use the Tenant's cleaning fee to have the Rental Property thoroughly cleaned. Tenant shall ensure that all of the following items are taken care of:

(a) Appliances and work surfaces in the kitchen must be reasonably clean, but this does not mean that Tenant is

obligated to scour appliances such as the stove top, oven, refrigerator, or to scour any other parts or contents of the kitchen;

(b) Dishes, pots and pans, and utensils must be clean;

(c) Bathrooms must be tidy, but Tenant is not obligated to clean them.

(d) If extra towels or sheets are used, they should be laundered, folded, and returned to location where they were found.

(e) The furnishings and grounds shall also be left in the same state they were in at Check-In Time;

(f) Partially used food products and personal care items should be removed from refrigerator, dressers, drawers and cupboards and properly disposed;

(g) Trash should be bagged and placed in the trash bins provided near the garage. The blue bin is for recyclables, the brown bin is for solid waste, and the green bin is for yard waste. If the amount of trash exceeds bin capacity, do not leave plastic trash bags outside (animals will make a giant mess) but rather take the trash with you for disposal elsewhere or leave it bagged in kitchen;

(h) All exterior doors to premises should be left locked, windows closed, and lights turned off.

(h) Keys should be left on the kitchen bar area.

In the event that the Tenant fails to comply with this Section, the Owner may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by the Owner. Nothing in this lease shall in any way prevent the Owner's right to recover any sum due in excess of the security deposit.

12. Assignment, Subletting, Amendments:

This Agreement can only be changed by an agreement in writing by both the Tenant and the Owner. The Tenant may not assign this Rental Agreement or sublet the Rental Property under any

circumstances.

13. Entire Agreement:

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and Tenant with respect to the subject matter hereof, and correctly sets forth the obligations of Owner and Tenant to each other as of the date hereof. Any agreements or representations by Owner to Tenant with respect to the subject matter of this agreement not expressly set forth herein are null and void.

5/30/2011



Date

Manager

Date

Tenant with primary responsibility