

# **Rental Agreement**

## **116 B Clay Street, Santa Cruz, CA**

This rental agreement is executed between JODY CROCE and EDWARD "TED" ALTENBERG (**owners**) and \_\_\_\_\_ (**renters**), for the rental of the back apartment at 116 B Clay Street, Santa Cruz, CA.

This rental agreement begins on DATE. The rental fee is agreed to be **\$1100.00** per month, plus utilities, due on the first day of each month. Rent is paid in advance; utilities are paid in arrears. Utilities for the entire property at 116 Clay St. are divided between the three units, according to the schedule laid out in **Attachment B** to this agreement.

In addition to first month's rent, last month's rent of **\$1100.00** and a security deposit of **\$1100.00** are due at the beginning of this agreement. Payment schedule for these fees may be arranged between **owners** and **renters**, as set forth in **Attachment A**.

A late fee of 5% may be assessed to any rent or utilities owed which are more than ten days overdue.

**Renters** and **owners** reserve the right to terminate this agreement. **Renters** shall give **owners** at least 30 days prior notice to terminating this agreement, and **owners** shall give **renters** at least 30 days notice before terminating this agreement.

**Renters** also agree:

1. To maintain the premises in a clean, orderly and law abiding manner, and to take proper care of all appliances, fixtures and supplied furnishings.
2. Loft space is for storage only and is **not** to be used as living space.
3. No pets shall be kept on the premises without prior permission of the **owners**.
4. To participate, to the best of their ability, in the Santa Cruz curbside recycling program (see **Attachment D**), and to compost their organic wastes (see **Attachment E**).
5. To thoroughly clean the apartment and surrounding premises, according to guidelines provided by owners (see **Attachment C**), at the termination of this or subsequent rental agreements.
6. To pay for any cleaning, repair or replacement costs above and beyond reasonable wear and tear.
7. **Owners** shall have the right to enter the premises in case of emergency, to make needed or agreed repairs or alterations, or for other reasons as deemed necessary. Except in cases of emergency or when **renters** have abandoned the premises, **owners** shall give at least 24-hour notice before entering premises.

8. **Renters'** security deposit will be held until all outstanding utility bills are paid, and any cleaning or repair costs have been determined. **Owners** will notify **renters** of the reasons for and amount of any money withheld from the security deposit, and return the balance owed within 14 days of the last utility bill received or of the **renters'** departure from premises, whichever is later. **Renters** agree to pay any outstanding money due to owners, within 14 days of receiving written notice of the reasons for and amount of any money so owed.
9. **Owners** agree to pay **renters** an annual interest payment on money held, to be deducted from each January's rent. The interest rate paid to **renters** shall be that rate set by the Santa Cruz City Council. (See [www.ci.santa-cruz.ca.us/pl/hcd/InterestRateTable.pdf](http://www.ci.santa-cruz.ca.us/pl/hcd/InterestRateTable.pdf))
10. Failure to comply with any part of this agreement is grounds for termination of this agreement.

We have read this agreement and agree to abide by all of its stipulations.

\_\_\_\_\_  
Renter/Date

\_\_\_\_\_  
Renter/Date

\_\_\_\_\_  
Owner/Date

\_\_\_\_\_  
Owner/Date

- ATTACHMENTS:
- A: Schedule of Payment of Last Month's Rent & Security Deposit
  - B: Utilities Payment Schedule
  - C: Cleaning Guidelines for Vacating the Premises
  - D: Recycling Guidelines
  - E: Composting Guidelines
  - F: Initial condition report

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**ATTACHMENT A:  
Schedule of Payment of Last Month's Rent and Security deposit**

Receipt is hereby acknowledged of:

\_\_\_\_\_ for first month's rent, received on \_\_\_\_\_  
\_\_\_\_\_ for last month's rent, received on \_\_\_\_\_  
\_\_\_\_\_ for security deposit, received on \_\_\_\_\_

OWNERS and RENTERS agree that the remaining balance of \_\_\_\_\_ for last month's rent and security deposit will be paid according to the following schedule:

\_\_\_\_\_ to be received on \_\_\_\_\_  
\_\_\_\_\_ to be received on \_\_\_\_\_  
\_\_\_\_\_ to be received on \_\_\_\_\_

\_\_\_\_\_  
Renter/Date

\_\_\_\_\_  
Renter/Date

\_\_\_\_\_  
Owner/Date

\_\_\_\_\_  
Owner/Date

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### **Attachment B: Utility Payment Schedule**

#### **PG&E:**

The PG&E bill covers gas and electric service, and is billed monthly. This bill is paid according to the following formula:

116 (owners & Michael):	50
116 A (Will & Nathalie):	25
116 B (Mike & Maura):	25

When first moving in, **owners** will calculate per diem costs on the most recent bill, and bill new **tenants** accordingly (i.e. comparing move-in date to actual billing cycle dates).

When notice is given that tenants will be moving out, **owners** will calculate per diem costs on the most recent bill, and bill new **tenants** accordingly (i.e. comparing move-out date to actual billing cycle dates).

#### **SCMU:**

The SCMU bill covers water, sewage and garbage service, and is billed semi-monthly (every two months). This bill is divided according to the following formula:

Garbage:	Divided equally between the three units
Sewage:	Divided equally between the three units
Water Service:	Divided equally between the three units
Water Usage:	Divided per person, as follows:
116:	4 people
116 A:	1 – 2 people (depending on tenants)
116 B:	1 – 2 people (depending on tenants)

When first moving in, **owners** will calculate per diem costs on the most recent bill, and bill new **tenants** accordingly (i.e. comparing move-in date to actual billing cycle dates).

When notice is given that tenants will be moving out, **owners** will calculate per diem costs on the most recent bill, and bill new **tenants** accordingly (i.e. comparing move-out date to actual billing cycle dates).

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**Attachment C: Recycling Guidelines**

<<< See Santa Cruz City Recycling Guidelines >>>

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**Attachment D: Composting Guidelines**

Tenants are encouraged to compost kitchen and yard wastes, according to these guidelines:

**DO:**

- Compost all kitchen scraps, except animal bones.
- Cover fresh compost with a bit of dirt and/or vegetation.

**DON'T:**

- Compost animal bones.
- Put wood branches (larger diameter than a pencil) into the compost.
- Put plastic, twist ties or other abiotic non-compostable materials into the compost. (Paper such as coffee filters is okay, but paper with printing is not okay.)

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### **Attachment E: Cleaning Guidelines**

In order to receive your full security deposit back, your rental premises must be thoroughly cleaned, following these guidelines. When you have finished cleaning, contact us and we will do a walkthrough inspection with you, and let you know if we are dissatisfied with anything. If there are any cleaning or repair costs we feel are beyond reasonable normal wear and tear, we will give you an itemized list of costs deducted from your deposit.

#### **HOUSE:**

1. Wipe down all woodwork, dust all windowsills, shelves, etc. (Don't miss the corners!)
2. Dust cobwebs from walls, ceilings, closets, etc. (Corners!)
3. Sweep and/or vacuum entire house, including closets, stairs, etc.
4. Wash off marks and stains on all walls, using TSP. (see note)
5. Fill all nail holes with spackle. (see note)
6. Wash all windows, inside and out (except for outside of clerestory windows).
7. Remove all of your belongings and trash from house, yard, storage areas, driveway, etc.

#### **KITCHEN:**

8. Sweep and mop floor.
9. Wash interior and exterior of all shelves, cabinets, drawers, using TSP.
10. Clean all counters and other surfaces.
11. Wash marks and stains off walls and other surfaces, using TSP.
12. Clean refrigerator and stove, inside and out.

#### **BATHROOM:**

13. Sweep and mop floor.
14. Wash and wipe down all surfaces of sink, toilet, tub/shower, faucets, etc.
15. Clean mirror and medicine cabinet.
16. Wash off marks and stains on walls, using TSP.

#### **NOTES:**

4. TSP —Tri-Sodium Phosphate— is an excellent cleaning agent which leaves no residue, and is preferred for cleaning surfaces which are to be repainted (ie walls). It can be used to clean just about anything. We can supply TSP.
5. To fill nailholes, dab a small amount of spackle on hole, push in with finger, wipe smooth and clean away excess with a damp cloth. If done well, the hole will barely show. We can supply spackling.

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**Attachment F: Initial Condition Report**

The following statements reflect damage or wear and tear presently evident in the apartment at 116B Clay St., and for which renters shall not be held accountable:

\_\_\_\_\_ Additional pages attached.

\_\_\_\_\_  
Renter/ Date

\_\_\_\_\_  
Renter/ Date

\_\_\_\_\_  
Owner/ Date

\_\_\_\_\_  
Owner/ Date