

ROOM RENTAL AGREEMENT

This is a legally binding agreement. It is intended to promote household harmony by clarifying the expectations and responsibilities of the Owner or Principal Tenant (Landlords) and Tenant when they share the same home. The term "Landlord" refers to either Owner or Principal Tenant.

Landlord shall provide a copy of this executed (signed) document to the Tenant, as required by law.

Rental Unit Located at:

Address

Parties

Owner/Principal Tenant (circle)

Tenant

Name

Name

Terms

Length of Agreement: Month-to-Month

Either party may cancel or change terms of this agreement upon thirty (30) days WRITTEN notice. The notice period may be lengthened or shortened by mutual WRITTEN agreement, but no less than 7 days.

Rent

\$ _____, is payable monthly on the _____ day of the month, to _____.

Rent does / does not include utilities. If it does not, utility bills will be apportioned as follows:

Gas/Electricity: Tenant pays _____ % of monthly bill.

Water/Garbage: Tenant pays _____ % of monthly bill.

Phone: Tenant pays _____ % of monthly bill plus personal long distance calls.

Other: _____ Tenant pays _____ % of monthly bill.

Household Rules

Cleaning _____ Kitchen use _____

Overnight guests _____ Use of washer, dryer, appliances _____

Smoking _____ Use of common areas _____

Alcohol/drug use _____ Use of telephone _____

Studying/quiet hours _____ Sharing personal items _____

Music/TV _____ Bedroom assignment _____

Pets _____ Other _____

Attach supplementary sheet for more detail or additional categories.

Conflict Resolution

Each housemate will strive to develop mutual cooperation with all other housemates. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the housemates agree to the following methods of conflict resolution:

- Decision by household consensus
- Binding mediation by impartial third party
- Decision by household majority vote
- Decision by Principal Tenant
- Decision by Owner

Privacy

As required by law, the landlord may enter the tenant's room only for the following reasons: (a) in case of emergency; (b) to make necessary or agreed-upon repairs, decorations, or improvements, supply necessary or agreed-upon services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; (c) when the tenant has abandoned or surrendered the premises; or (d) pursuant to court order. The landlord must give the tenant WRITTEN twenty-four (24) hours notice of intent to enter and may enter only during normal business hours, excepting by necessity, cases (a) and (c) above.

Deposits

Last month's rent: paid on _____ amount \$ _____

Security deposit: paid on _____ amount \$ _____

Other refundable deposit (e.g., telephone or utility deposit for payment of bills after tenant moves out) in the amount of \$ _____ was paid on _____ .

This "other" deposit is refundable within _____ days after tenant vacates the premises. If any portion of it is deducted, an accounting and verification of the reasonableness of the deduction will be provided.

The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), cleaning, or paying unpaid rent or other bills. The landlord and the tenant shall conduct a pre-move out inspection of the rental BEFORE the tenant moves out at which time the landlord shall inform the tenant of needed repairs and/or cleaning in WRITING. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his or her expense before the move out date without deduction from the security deposit. Within 21 days after the tenant moves out, the landlord shall return the deposit to the tenant with accrued interest less any deductions, if any, the landlord is entitled to under California Civil Code 1950.5. If any deductions are made, the landlord shall provide the tenant with a written itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from the deposit.

This residence being in the County of Santa Cruz (with the exception of Scotts Valley), simple interest will be paid on the security deposit and/or last month's rent to the tenant, pursuant to current local ordinance.

Other Agreements

Fill out a) or b) as it applies to your situation

A) Principal Tenant will has provided tenant a copy of the Condition of Rental Property Checklist, completed when household first moved in.

B) Both landlord and tenant will complete Condition of Rental Property Checklist within three days of the move-in, available at: housing.ucsc.edu/cro/pdf/condition-checklist.pdf.

Megan's Law

"Pursuant To Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

Lead-Based Paint Disclosure

_____ Tenant(s) acknowledge(s) receipt of "Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards" from landlord/agent. (Required for homes built before 1978.) Available online at www.epa.gov/region07/citizens/pdf/lead_disclosure_form_rentals.pdf

_____ Tenant(s) acknowledge(s) receipt of the pamphlet *Protect Your Family from Lead in Your Home*. (Required for homes built before 1978.) Landlords may call 1-800-424-LEAD or go to www2.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_b_w_508.pdf to obtain a copy of the pamphlet.

This agreement is entered into on this _____ day of _____, 20____

(Day)

(Month)

(Year)

Landlord (Print)

Tenant (Print)

Signature

Signature