



BAYVIEW PROPERTIES APARTMENT RENTAL AGREEMENT AND/OR LEASE

This rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

BAYVIEW PROPERTIES/OWNER, Landlord/Lesser/Agent shall be referred to as "OWNER" and
_____ only _____ Tenant(s)/Lessee

(Please Initial) _____.

Shall be referred to as "RESIDENT." As consideration for this Agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER SOLELY AS A PRIVATE RESIDENCE, the premises known as # _____.

At _____.

1. TERMS: RESIDENT agrees to pay in advance \$ _____
on the _____ day of each month. This agreement shall commence on
_____ and continue: (check one)

A. _____ as leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Apartment is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period whichever is shorter.

B. _____ a month-to-month tenancy until either party shall terminate this agreement.

Last Rental Period: Either party can terminate this agreement, Resident to give a 45-day written notice of the intention to terminate, which can only be given in writing by or on the first day of the calendar month. After notice is given in writing move out date of RESIDENT'S last rental period to be 45 days thereafter. The final rental payment to be paid is the current rent plus half month pro ration of the current rent, due at the time that notice is given. Landlord may give a 30-day notice at any time during the rental period. (Please Initial) _____.

2. PAYMENTS: OWNER to receive a Cashier Check to Bayview Properties for the

**All payments thereafter are to be made payable on the first of every month to:
BAYVIEW PROPERTIES
At the following on line address:**

payyourrent.com and you must register prior to the first month use. If you need help go to:

support@payyourrent.com or call them at (888) 800-4797 for help.

3. SECURITY DEPOSITS: Security Deposit shall not be used by Tenant in Lieu of Payment of Last Month Rent. The Security Deposit shall not exceed two times the monthly rent. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: All or any portion of the Security Deposit may be used, as reasonably necessary, to:

a) Any unpaid rent, b) cleaning Premises, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If Tenant disagrees with an item or items in written report, Tenant agrees to pay for an expert report on the conditions of that item. If Painting a whole wall or section is required to match existing area Tenant agrees and will pay additional charges for the repair. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. And /or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible, including attorney fee. **During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in the rental unit.**

Security deposits: tenant shall deposit with landlord the sum of \$ _____
(Please Initial) _____.

4. LATE CHARGE: A late fee of \$_____ said amount not to exceed 6% of the monthly rent, shall be added to any payment of rent not made before 5 day(s) after the due date or for which a deficient (bounced) check shall have been given, plus any bank related service charges caused by deficient check.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except _____.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12 month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance: **(Please Initial) _____.**

7. PETS AND FURNISHINGS: Furnishings no liquid filled furniture of any kind may be kept on the premises. NO PETS ALLOWED no animal, fowl, fish, reptile and/or pet of any kind shall be kept on or in a unit or about the premises.

8. PARKING AND STORAGE: When and if RESIDENT is assigned a parking space and storage on OWNER'S property, the parking space and storage shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto and storage. RESIDENT is hereby assigned storage and parking garage space #____ RESIDENT assignment for a parking garage space and storage can change with 1-day notice, RESIDENT is not guarantee a permanent space. RESIDENT may not wash, repair or paint in this parking garage or at any other common areas on the premises. RESIDENT may not assign, sublet or allow RESIDENT'S guest(s) to use this or any other parking space. RESIDENT is responsible for oil leaks and any other vehicular discharge and for the cleanliness of the garage at all times during the term of this lease and will be charged if it is not in broom clean condition upon move out and free of trash and debris. Tenant shall not park any loud motorcycles or any loud vehicles on site. Tenant shall not park large vehicles on site, vehicles with business logos or signs on the side. Tenant may not park on site any vehicle that is leaking fluids of any type. **(Please Initial) _____.**

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement. **(Please Initial) _____.**

10. LOITERING AND PLAY: Lounging. Playing or unnecessary loitering in the halls, on the front steps, patios, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the terms of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical and all items listed on the attached inventory sheet if any, and/or all other items provided by OWNER are all clean and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises clean and all items in good order and condition with weekly cleanings and to immediately pay for costs to clean, repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of personal property and trash not belonging to OWNER. Unit shall be clean to its original state and condition. It is agreed that all dirt, dents, holes, tears, burns, deep scratches and stains of any size or amount in the carpets, drapes, walls, floors, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear. RESIDENT agrees to paint the entire wall if damage or repair cannot be matched by painting the repair only. I have read this agreement and the In and out form (Called MIMO) and have inspected the premises and have noted any damage. The premises have been videotaped or photographed to reflect their current condition. All work performed by Bayview Properties to restore Premises to their move in condition will be at cost plus 20% for overseeing and managing.
(Please Initial) _____.

13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, staple, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, Christmas decor or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, matchsticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared or stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets or sinks.

14. HOUSE, NO SMOKING AND LAUNDRY RULES: RESIDENT shall comply with all house, and laundry rules, which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, parking, use of common areas, storage of bicycles, Surfboards/wetsuits/beach chairs/beach towels, tools, plants and other personal items (including signs and laundry), which must be kept inside and out of view.

No pots, plants, BBQ and patio furniture may be placed outside without written permission of the Landlord and must be clean, new like and in good condition All approved plants must have waterproof trays underneath the pot. No plants can be placed in common areas. No satellite, antennas or cables of any kind may be placed without Landlords permission; any damage caused by such installation or its removal is the responsibility of the tenant and must get written permission of the Landlord prior to installation. No DirectTV allowed.

OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights and usage and maintenance of the laundry room is gratuitous and subject to revocation by OWNER at any time.

The entire premise is a **NO SMOKING FACILITY**. The whole Building is smoke free, including all common areas, walkways and parking areas. No guests or service workers can smoke on the property. Violation of this policy will result in termination of your lease. (Please Initial) _____.

15. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

16. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-month but may be terminated by either party. The owner giving a 60-day notice (for more than 1-year residency) or a 30-day notice (for less than 1-year residency) and the resident giving a 45 day written notice of intention to terminate on the first of the month only. Where laws requires "just cause" such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

17. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date because of loss or destruction of the Apartment or because of failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession

18. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.

19. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24-hour advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be offered to the RESIDENT. If the work to be done requires the cooperation of the RESIDENT to perform certain tasks, then OWNER shall perform these tasks upon serving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Normal business hours shall be 9:00 AM to 6:00 PM, Monday through Saturday except holidays and 10:00 AM to 5:00 PM on Sundays. Upon 24-hour notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

20. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

21. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed

waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

23. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded, including Expert Reports and Witness Fees. Due to the ever-increasing fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.

24. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to say notice as required by law shall allow OWNER to reclaim the premises.

25. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS their guests and invitees.

26. Pursuant to section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

27. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of lead-based paint hazards in the dwelling:

OWNER'S DISCLOSURE: OWNER has no knowledge of lead-based paint and/or lead based paint hazards in the premises. OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.

RESIDENT agrees to notify OWNER in writing of any deteriorated and/or peeling paint.

(Please Initial) _____.

28. MOLD: THE OWNER/AGENT/TENANT has inspected the unit prior to the lease and knows of no damp or wet building materials and knows of no mold contamination. Tenant agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Tenant also agrees to immediately report to the OWNER/AGENT of any evidence of water leaks, excessive moisture of lack of proper ventilation and evidence of mold that cannot be removed by cleaning. Tenant has received pamphlet on Mold. (Please Initial) _____.

29. SMOKE DETECTION DEVICE. the premises are equipped with battery operated smoke and carbon monoxide detection devices and tenant acknowledges the smoke detector(s) was tested and its operation explained by management, in the presence of tenant, at the time of the initial occupancy, and the detectors in the unit was working properly at the time. (B) tenant shall test smoke detector at least once a month to determine if smoke detector is operating properly, and immediately inform landlord in writing of any malfunction. Tenant is responsible for maintaining batteries in detection devices. (Please Initial) _____

30. ADDITIONS AND/OR EXCEPTIONS: RESIDENT and Landlord Acknowledgement
____ Terms of the Lease

(Please Initial) _____

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment/house and all notices to OWNER/AUTHORIZED PERSON shall be served to:

32. INVENTORY: The apartment contains the following items for use by RESIDENT:

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed.

33. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement:
(Please check)

___ House Rules ___ Mailbox Keys ___ MIMO ___ Apartment Keys ___ Laundry Key ___
___ Mold Addendum ___ Garage Opener ___ Lead Base Paint Addendum **(Please Initial)** ___

34. PET ADDENDUM. SEE ATTACHED

35. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. By the signing of this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated herein. Tenant acknowledges receipt of a copy of this agreement with all addendum's.

36. RECEIPTS OF AGREEMENT: The undersigned RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

37. NOTICE: The Calif. Dept 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 database of the location 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 Dept 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.

OWNER/AGENT

RESIDENT Print

DATE

OWNER/AGENT DATE

RESIDENT signature

DATE

OWNER/AGENT DATE

RESIDENT Print

DATE

RESIDENT signature

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT.

Cell_____

Email_____

Work Phone_____

Work Address_____

Cell_____

Email_____

Work Phone_____

Work Address_____

