

# "30" - MONTH LEASE — RENTAL AGREEMENT

**1. PARTIES:** This agreement entered into on this date, 2024, between the following parties, **Resident/Tenant(s):** \_\_\_\_\_ and **Owners/Landlords:** Richard or Vicki Harrison. Resident agrees to rent from owner of premises, at following location, subject to terms & conditions of this agreement  
**Rental Home Address:** 276 Palisade Avenue, Unit #276 (Shell Beach area) in Pismo Beach, CA 93449

**2. MOVE-IN COSTS AMOUNT:**

a) Rent (Monthly)	\$ <u>3,395</u>	30 - Days/Mo \$3,395
b) TUC (Monthly)	\$ <u>200</u>	02 - Ea. Person/\$100
c) Rent (Prorated)	\$ <u>0</u>	00 - Days/Mo \$3395
d) Screening Fees	\$ <u>100</u>	02 - Each Person/\$50
e) Security deposit	\$ <u>4,500</u>	500 - Holding Deposit
e) Special deposit	\$ <u>500</u>	01 - Pet \$500 Deposit
<b>Total Amount</b>	<b>\$ <u>8,695</u></b>	<b>(\$8,695) Balance Due</b>

**CHARGE/DESCRIPTION**

Monthly <b>or</b> Bi-Weekly	(Circle One)
Tenant Usage Charge (TUC or RUC)	(Facility utilities & expenses)
Moving-in the middle of the month	(Rent divided by 30 x's ?-day)
Non-refundable Fees or charges	(See all attached addendum's)
Refundable deposit per Agreement	(Cleaning, keys, storage, etc.)
Non-refundable deposit of \$100 (cat)	(See Addendum F-13 on Pets)
Pre-Paid (-) Holding Deposit's of \$500, \$3,000 & \$1,600	

**3. CUSTOM RENTAL HOME:** Resident(s) agree to rent from Owner(s) premises located at the above address and includes the use of some furnishings, amenities, and upgrades As per **Section 26. - Appliances:** Refrigerator/freezer, stove/oven, and other items listed on Property Condition (Move-In & Move-Out) Inspection Form.

**4. TERMS - RESIDENT:** This Lease Rental Agreement will begin 00 / 00 / 2024 and continue for 30-months. Noon (12:00 pm) is the official time of the day for this agreement to start, and ends at Noon on the Move-out date; See **Section 32. Resident's Termination Notice:** This Lease Rental Agreement will expire on 00 / 00 / 2027 and end immediately; unless there is a modification to amend the Lease Terms. Any and all overstayed days per this Lease Rental Agreement will be subject to Resident Hold-over Charges, equal to one & one-half (1 1/2) times the Base Rent. Either party may terminate the tenancy or ask to upgrade terms by giving the other party "60-day" written notice; as per **Section 32. Resident's Termination Notice:**

**5. PAYDAY RENT PAYMENT OPTION:** Resident has option to pay monthly Rent & TUC, the **Old-Fashioned** way. Rent is \$3,395.00 & TUC is \$200.00 payable in advance on or before the first day of each month by **5:00 pm**. Or, if Resident prefers and considers it more convenient; Resident may **Pay Rent Bi-weekly** (every 2-weeks to coincide with paychecks) rent of \$1,797.50 payable in advance on or before "Friday" of every other week.

\* Resident chooses to use the "**Old-Fashioned Way - Plan**" or the "**Pay Rent Bi Weekly - Plan**" (circle one).

**6. STANDARD & WORRY-FREE PAYMENT METHODS:** Residents may select one of the following standard  
**A. "Worry-Free"** electronic payment methods for paying rent during rental term, so you don't have to worry about fees & late charges each month. Resident agrees by signing this agreement to give permission & authorization to arrange for rent collection by method selected and debit appropriate account(s).

*Preferred Method of Payment Selected:*

- a)  Electronic transfer (i.e.: Zelle) for the appropriate days/dates each month.
- b)  Payroll deduction sent directly from employer biweekly or monthly on appropriate days.

\* Send electronic payments to our e-mail: [richard@doubleheart.org](mailto:richard@doubleheart.org)

**B. "Traditional Method"** standard payments, such as checks or money orders, which requires additional handling & processing will have a fee of \$20.00 per transaction and/or \$25.00 per transaction for cash; during Covid-19 Pandemic. Please, include fees with rent payments. **Do NOT mail or hand deliver to Owner's street address.** Write checks with both Owner's 1st names; with the word "**or**" (i.e.): "**Richard or Vicki Harrison.**" All payments must be delivered to the Property Manager or (if notified ahead) mailed to: \_\_\_\_\_, Shell Beach, CA 93449.

**7. EARLY PAYMENT REBATE:** Total Rent due date is on the 1st, before 5:00 pm. Rent & TUC is \$ 3,595.00. For total rent (full month) paid early, (by 23rd) which is received **seven (7) days BEFORE the due date;** Resident will be entitled to a \$100.00 Rebate given back to Resident within 10-days after the next 1st of the month. Please note; Resident(s) must participate in one of the worry-free payment methods & payments above; and are automatically debited early (the specified number of days prior to the due date) to qualify for the Early Payment Rebate Program.



**8. LATE PAYMENT COSTS:** Rent is due on the **1st, before 5:00 pm each month.** Resident(s) agree, if rent is not received by **5:00 pm** on due date, Resident shall pay **\$50 Late Fee** and **Late Charges of .238% (\$8.56) per day** (Maximum 10% of Monthly Rent; for each month). Any dishonored checks shall be treated as unpaid rent and will be subject to an additional **Handling Fee of \$25-\$50;** and must be made good by cash, money orders, or certified check within 24 hours of notification with all additional Handling Fees, Late Fees, and/or Late Charges for each month.

**9. TRADITIONAL DELIVERY OF PAYMENTS:** There is \$20 Processing Fee for each check. Please, be advised that any payments lost in the mail will be treated as if unpaid until received by Management. If a check is returned unpaid for whatever reason, checks will no longer be accepted for at least three months. Resident will be required to pay by electronic transfer or certified funds, only. To avoid potential problems, we suggest using one of the worry-free payment methods.

**10. NON-WAIVER & ACCEPTING PAYMENTS:** Should the Owner or Manager accept any partial or late rent payments, this in no way constitutes a waiver of the Owner, nor affects any notice of eviction proceedings previously given. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or any other provision.

**11. OCCUPANTS:** No more than **"02"** occupants (2-adults & 0-children under 17 years of age) shall occupy premises, and only the following listed resident(s):

- 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

*\*When children turn 18-yrs of age, they must fill out a Rental Application and pay monthly \$100 TUC charge; immediately.*

**12. ADDITIONAL RESIDENTS/GUESTS:** Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 2 (two) consecutive days, or a total of 7-days in any 12-month period. For purposes of this section, "staying in the rental unit" shall include, but not be limited to, long-term or regular houseguest, live-in babysitters, and visiting relatives. **Resident shall notify Management in writing any time the Resident expects any guest will be staying in excess of the time limits in this paragraph.** Additional residents and/or guests cannot occupy premises without first being approved by the Management and are subject to additional fees & full screening procedures. **Guests** may only visit up to 4-hours; from 8:00am till 8:00pm (Sunday to Thursday) and from 8:00am till 10pm (Friday & Saturday). Any & all guests staying more than 4-hours and/or more than 2 (two) consecutive days, or a total of 7-days in any 12-month period will be considered as "staying in the unit" and will be subject to additional fees & procedures as described in this paragraph. If additional residents are accepted, this is also subject to additional monthly Tenant Usage Charge (TUC) **\$50 to \$100 per person** and security deposit **(\$250.00 — per person)** being required. Unauthorized residents are a violation of this agreement and are grounds for termination and forfeiting extra rent and Tenant Usage Charges (TUC) for unauthorized person.

**13. ASSIGNMENT and SUBLETTING:** Resident will not Sublet or Relet any part of the premises or Assign this Agreement. Sub-leasing is not allowed.

**14. TUC for UTILITIES & EXTRA APPLIANCES:** Tenant(s) are responsible for any increase of Extra Utility Charges & Tenant Usage Charge (TUC). TUC will be calculated for: Trash/Recycle, Gas Co, City Water, Sewer & Usage Charges, Maintenance Contractor, Insurance, Property Taxes, Wear & Tear, and Misc. Repairs for Facility. This means; when Tenants use of utilities is excessive (more than average) **Tenants will be responsible to pay increased TUC (Tenant Usage Charge) each month of \$100.** There will be an "Extra Utility Charge" for additional appliances (i.e.: refrigerators, freezers, heaters, A/C unit, etc.) and must have prior Landlord/Owners written approval.

**15. SECURITY DEPOSIT:** The sum set forth on this Rental Agreement has been deposited with Manager upon execution of this agreement as a security deposit to be applied to remedy any default by Resident; in performance of Resident's obligations under the agreement to repair damages and additional cleaning to original state to the premises caused by Resident; not including normal Wear & Tear. ***This does not mean Dirt & Damage from Abuse & Neglect.*** Within **"21-days"** after termination of the agreement and delivery of possession of rented premises to Manager, Manager shall refund deposit or shall give Resident an accounting of Manager's claim to deposit. If costs or repairing damages exceed the amount of the deposit, Resident shall be responsible for all such excess costs. **Resident may not at any time apply the security deposit to be used as last month's rent** or any other sum due under this Agreement.



**16. SATISFACTORY INSPECTION:** Resident has personally inspected the premises, and finds it satisfactory at the time of execution of this agreement, except as noted on the Property Condition Checklist.

**17. REPAIRS/REPORTING:** Resident must notify Landlord/Owners immediately in writing on all equipment malfunctions, failure to supply services, or repairs needed; using the Maint./Repair Request Form and following procedures as per **Section 19. Major Maintenance Guarantee:** Resident shall not tamper with and/or repair heating, A/C, smoke detectors, security cameras or locks, etc. without first obtaining written consent of owner. In addition to any abuse & neglect by resident(s); Residents will be held accountable & liable for all costs to repair and/or clean any and all items not reported to the Landlord/Management. This also applies to **Section 24. Plumbing.**

**18. DISCLOSURES & ADDENDUMS:** Resident acknowledges that Landlord has made the following disclosures:

- a) \_\_\_ Disclosure of information on F-08) Lead-Based Paint and/or Lead-Based Paint Hazards
- b) \_\_\_ Addendum on F-09)-Mold Control, F-10)-Pest Control, F-11)-House Rules, and F-12)-Key/Smoke Alarms.
- c) \_\_\_ Addendum on F-13)-Administration, Equipment & Property and F-00)-Pet Application & Agreement.
- d) \_\_\_ Addendum on F-16)-Preparation for Move-out “Cost Chart For Cleaning, Damages, Equipment & Repairs”
- e) \_\_\_ other disclosures: TBA

**19. MAJOR MAINTENANCE GUARANTEE:** Residents understand and agree that the following major repairs are the responsibility of the Owners & Managers or the Company/City who provides the service:

- a) Major Electrical Supply
- b) Major Plumbing System
- c) Major Heating Source

Landlord agrees to guarantee these major repairs will be fixed within 72 hours after notification of problem to Landlord. Resident understands that if a major repair is not corrected within 72 hours after notification, Resident will receive free rent on a prorated basis starting the fourth day after the day of notification until the problem is corrected. Residents further understands and agrees the 72-hour clock does not start ticking until after Owner has been directly notified (by the resident filling out Maint./Repair Request Form & following all procedures) of the problem and provides confirmation of that acknowledgment; from Owner to Resident. Maintenance guarantee will not be honored if the maintenance problem was caused by Residents' negligence, abuse, or fault and/or the Company/City who provides service. Resident also agrees that in order for the Landlord to honor the guarantee, Manager must be given access into building with Resident's permission to correct the problem. Free rent will be awarded in form of a cash rebate following the next on-time rent received.

**20. USE OF PREMISES:** The premises shall be used as a dwelling unit and for no other purposes. Resident shall use, in a reasonable manner, all facilities, utilities, and appliances on the premises and shall maintain the premises and facilities in a clean and sanitary condition at all times, and upon termination of the tenancy shall surrender the premises in as good or better condition and cleaned as when received; ordinary wear and tear by the elements are excepted; This does not mean Dirt & Damage from Abuse & Neglect. Resident(s) further agrees to make all utility payments (that are listed in their name) i.e.: Cable TV; on time during the term of this tenancy and will be considered in breach of this Agreement for nonpayment and will be held liable for any resulting added charges and damages.

**21. BUILDING, YARD & GROUNDS:** Resident shall properly care for the outside area and fencing. If not properly maintained (cigarette butts & debris), Management reserves the right to hire someone to care for and charge the expense to Resident as additional rent, after first advising Resident that they have 72 hours to handle the responsibility. In regard to ground upkeep, Landlord is only responsible for what is agreed on a separate disclosure.

**22. NO PETS:** Residents and/or guests; shall not maintain any pets upon the premises without prior written consent of Landlord/Owners. No animal, bird, or fish of any kind will be kept on the premises, even temporarily, except properly trained dogs needed by blind, deaf, or disabled persons. If a pet is accepted, this is subject to Pet Application completed, payment of a higher monthly rent, and additional deposit. Please refer to the Pet Application and the Pet Addendum (if applicable).

**23. NO SMOKING:** Residents and his/her invitees may not smoke cigarettes, cigars, pipes or any similar items; inside any of the premises; including the common area.



**24. PLUMBING:** Resident(s) must follow State, County, Local Guidelines on F.O.G. Procedures. Any expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins **caused by Resident's conduct shall be Resident's responsibility.** This includes any calcium build-up, soap-scum & dirt accumulation must be removed by residents. Follow recommended cleaning process as explained during move-in and on our web-site.

**25. ALTERATIONS & LOCKS:** Resident shall not tamper with or make alterations (shelving, curtain rods, ceiling hooks, screw/large nail holes, painting, contact or wallpaper) to premises without Owners's prior written consent; See **Section 33. Tenants(s) Responsibility When Vacating:** All curtains, mini-blinds, fixtures, shelves and carpet present in the premises before move-in, must remain when resident vacates. In addition, locks may not be changed or added without Landlord/Owner's prior written permission. If permission is granted, a copy of any new keys will be given to Landlord within 3-days after change. If Resident is locked out of the premises, there is a charge of **\$25.00** to open premises between hours of **10:00am to 4:00pm (Tuesday - Thursday)** and a charge of **\$50.00** for opening premises beyond those hours. Additional charges apply if a key is lost & locks must be changed.

**26. APPLIANCES:** Unless otherwise stated as part of the custom rental package, this Rental Agreement does NOT include any appliances. Appliances that are located on the premises are there solely at the convenience of the Owner, who assumes no responsibility for their operation. While on the premises, Residents are free to use them; however, Residents do so at their own risk. **In the event appliances fail to function, Residents are liable to repair appliances. Owner is not liable for repair or damages.** If Residents wish, at any time they may request appliances be removed.

**27. VEHICLES:** Only authorized vehicles may park on premises. These vehicles include: **See Parking Agreement.** All vehicles kept on the premises must be operational and have current registration, tags, decals, and license required by local and state laws. Any vehicle not meeting these requirements or unauthorized vehicles will be removed at Resident's expense after being given 72-hour notification. Vehicles must park only on paved or **designated areas.** Resident further understands; NO repairing, servicing, painting, or washing (using water) of vehicle is permitted on premises. Resident also agrees never park or store recreational vehicle, motor home, or trailer of any type.

**28. INDEMNIFICATION:** Resident shall indemnify, defend, and hold owner harmless from any claim, loss, or liability arising out of or related to any activity on premises of Resident, and any guest. Resident's duty to indemnify shall not apply to or prevent any claim by Resident against Manager for injury or damage to Resident or Resident's property for which Manager may be liable.

**29. NO OTHER PROMISES:** No promises have been made to Resident(s); except as contained in this Agreement, and as follows: \_\_\_\_\_ - - - None - - - \_\_\_\_\_ ;  
As per **Section 46. Additional Provisions & Modifications To This Agreement:**

**30. EXTENDED ABSENCE:** Resident will notify Landlord in advance if Resident will be away from the premises for **"07"** 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.

**31. MANAGER'S RIGHT TO ACCESS:** Manager shall have the right to enter the premises in order to inspect the premises, make necessary or agreed repairs or improvements, supply necessary or agreed services, or show the premises to prospective residents, purchasers, or contractors. Except in case of emergency, agreement to the contrary by Resident, or unless it is impractical to do so, Manager shall give Resident at least **"24-hour"** notice of Manager's intent to enter, and may enter only at reasonable times. Manager shall also have the right to enter the premises when Resident has abandoned or surrendered the premises, or during any absence of Resident in excess of **"07"** days. Resident shall not unreasonably withhold consent for Manager to enter the premises.

**32. RESIDENT'S TERMINATION NOTICE:** Resident(s) **may not** terminate this Rental Lease Agreement until the end of the Lease Agreement. Tenant(s) must submit a **"60-day Written Notice"** for occupancy over 12-months; or submit a **"30-day Written Notice"** if this is a tenancy with less than 12-months occupancy. Failure of Tenant/Resident(s) to provide appropriate **Written Notice** to terminate this tenancy will result in a Resident's continuing obligation under this Agreement. Obligations may not be changed; unless mutually agreed by Tenants and Owners to different terms in writing and signed. As per **Section 4. Terms - Resident:** **We have a sample form on our website, under the Rental Forms tab, Tenant(s) can use: "30-Day Notice of Tenant(s)/Resident(s) Intent to Vacate."**



**33. TENANT(S) RESPONSIBILITY WHEN VACATING:** Tenant(s) must follow checklist on “Move-Out Letter” & Move-out Policy/Procedures, as stated on “Move-out Cost Chart for Cleaning, Damages, Equipment & Repairs” Addendum Form; on how to **Receive Your Full Security Deposit Back When You Move.** The rental property must be clean & left in same or better condition than it was received. All carpets must be cleaned by a Professional Truck Mounted Steam Clean Extraction. If there is damages and/or cleaning needed after you vacate premises; charges will be assessed accordingly as per “Cost Chart For Cleaning, Damages, Equipment & Repairs.” Please, use our “Move-Out Letter” Check-List when cleaning your rental unit when you vacate. You need to let us know date & time of your move-out, so that we can arrange a walk-through inspection of your unit and coordinate move-in of the new tenant. **\* PLEASE REMEMBER, YOUR RENTAL AGREEMENT ENDS AT NOON; ON DATE OF EXPIRATION.**

**34. BUILD YOUR CREDIT REPUTATION:** A review of each Resident's performance is performed every six months and Owner will provide residents with a copy of a GOOD performance report when so earned. Residents who pay on time and follow ALL terms of the Rental Agreement earn good reports. Residents can then give copies of their report to future landlords, loan officers, banks, and mortgage companies. These reports may be beneficial in helping you rent or buy a car or house in the future. Building your credit reputation may also help Residents participating in the Future Homebuyers Program. Please note: a poor payment performance and any judgments are reported to national credit agencies and will be made available to future landlords, banks, and other creditors that residents may want to do business with in the future. Therefore, it is important that Residents understand that the credit they establish with Owner and the reputation they develop through performance reports during the rental term (good or bad) can follow Residents for many years. Because of such importance of performances reported, Resident will always be notified when a nonpayment or rental violation occurs and Resident will be given an opportunity to immediately correct any poor performance before it is reported.

**35. FINANCIAL HARDSHIP:** Because unforeseen circumstances may occur during the rental term which may create difficulty for Resident to make timely rent payment, Resident agrees to work with Owner and permit direct contact from Owner with the following individuals, companies, or organizations for assistance in past-due rental payments. Please provide names and phone numbers of individuals who may be able to provide assistance for payment of rent should you need temporary financial assistance.

Emergency Contact #1  
Names: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact #2  
Names: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent or Cosigner  
Names: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent or Cosigner  
Names: \_\_\_\_\_ Phone: \_\_\_\_\_

**36. CONDUCT:** Resident, family, and guests shall not make or allow unreasonable noise or sound. Resident and/or guests shall not disturb other Residents' peaceful enjoyment of the premises. Disorderly conduct will result in a notice to vacate the premises and termination of agreement. In addition, **Residents are responsible for all actions and damages caused by Resident's guests.**

**37. LIENS:** Except with respect to activities for which Manager is responsible, Resident shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the premises free from any liens caused by Resident's failure to meet Resident's obligations.

**38. DAMAGE & DESTRUCTION:** In the event the premises are severely damaged or destroyed by fire or other casualty, either party may terminate the lease. In the event damage was caused by Resident's action or neglect, Resident will be held liable for all damages. **See Section 43. Insurance.**



**39. NOTICES:** Any notice is deemed served on the day on which it is both mailed by first-class mail to the Resident at the premises, and attached in a secure manner to the main entrance of that portion of the premises of which Resident has possession.

**40. REMEDIES/ATTORNEY'S FEES:** Nothing in this Agreement shall limit the right of the Owner to terminate this Agreement as provided by any provision of the Landlord Resident Act. If civil action is instituted in connection with this Agreement, the prevailing party shall be entitled to recover court costs and any reasonable attorney's fees.

**41. ABANDONMENT:** Any goods, vehicles, or other property left on the premise after termination of the tenancy by any means shall be considered abandoned and disposed of as provided by statute.

**42. COMPLIANCE WITH THE LAW:** Resident shall not violate any applicable local, state, or federal law or regulation in or about the premises.

**43. INSURANCE:** Owner and Management are not responsible for any loss or damage to property owned by Resident or guests unless resulting from Management's intentional or negligent acts. **It is understood that all residents should carry renter's insurance for fire, extended coverage, and liability** to cover accidental injury and damage or loss of personal property due to fire or theft.

**44. MANAGER/AGENT FOR SERVICE:** Names, address & phone number of Owner and Manager for service is: Owners are Richard & Vicki Harrison, P.O. Box 3462, Shell Bch, CA 93448; Phone: 805/610-3949 & 805/440-3949. Manager is Rebecca; phone: 559/285-6382. Please make contact on Tues. to Thurs, between 10:00am till 5:00pm.

**45. JOINT LIABILITY:** Each person signing this Agreement, as a Resident is jointly and severally liable for all the terms of this agreement.

**46. ADDITIONAL PROVISIONS & MODIFICATIONS TO THIS AGREEMENT:** Any additions or modifications to this Lease Rental Agreement will be in writing and must have both parties (Landlord & Tenant's) signatures and initials in the form of an Addendum, Disclosure or Amendment. **Any changes or hand written alterations on this contract is void; without both parties (Landlord & Tenant) mutely agreeing and individually initialing next to each hand written entry or change (separately, for each numbered section) made on this agreement.** As per **Section 29. No Other Promises:** The following additional provisions are part of this agreement: Addendums, Disclosures and/or Amendments.

**47. VALIDITY OF EACH PART:** If any portion of this Agreement is held to be invalid, its invalidity will not affect the enforceability of any other provision.

**48. GROUNDS FOR TERMINATION:** The failure of Resident or guests to comply with any term of this Agreement is grounds for termination, with appropriate notice and procedures required by law.

**49. READ THIS ENTIRE AGREEMENT:** Resident has read all the stipulations contained in this Rental Agreement, agrees to comply, and has received a copy thereof.

**50. SIGNATURES:** All signatures below confirms understanding & acceptance of all terms of this agreement.

Resident's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Signer (Parent): \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Manager/Agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

