

# **Rental Agreement**

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

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

The rental fee is agreed to be **\$1,800.00 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, a **security deposit of \$ 2,000.00** is due at the beginning of this agreement. (If agreed upon in advance, an additional \$200 pet deposit may be added.) A payment schedule may be arranged, 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.

This rental agreement begins on **DATE** and is on a month-to-month basis. Renters and owners reserve the right to terminate this agreement. Renters shall give owners at least 30 days' notice prior to terminating this agreement, and owners shall give renters at least 30 days' notice before terminating this agreement. (Owners shall give renters 60 days' notice after renters have lived here for one full year or more.)

### **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. To notify owners within 24 hours of any damage or other issues that arise that may require repair services or similar attention by owners or service professionals.
3. Only the two renters listed above are allowed to reside in this apartment. Renters may have house visitors stay there for no more than 7 consecutive days, and no more than 10 days in any month.
4. No pets shall be kept on the premises without prior permission of the owners, as indicated on page 2 of this Agreement.
5. No smoking (of *anything*) allowed inside the apartment. No candles, incense or other flames shall be placed where they may create fire hazards, or left unattended.
6. To participate, to the best of their ability, in the Santa Cruz curbside recycling program and to compost their organic wastes (see **Attachment C**).
7. To thoroughly clean the apartment and surrounding premises, according to guidelines provided by owners (see **Attachment D**), at the termination of this or subsequent rental agreements.
8. To pay for any cleaning, repair or replacement costs above and beyond reasonable wear and tear.
9. 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.

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10. Outstanding utility bills, along with any cleaning or repair costs (beyond normal wear and tear), will be deducted from the security deposit, upon renters moving out. 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 end of the rental agreement, or of the renters' departure from premises, whichever is later. Renters agree to pay any outstanding money owed to owners, within 14 days of receiving written notice of the reasons for and amount of any money so owed.
11. 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 [cityofsantacruz.com/government/city-departments/economic-development/housing-assistance-information/housing-programs/security-deposits-for-residential-rental-property](http://cityofsantacruz.com/government/city-departments/economic-development/housing-assistance-information/housing-programs/security-deposits-for-residential-rental-property); rate is currently 0.01%)
12. Owners hereby grant permission for rentals to have the following pet(s) reside in this apartment:  

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13. Failure to comply with any part of this agreement is grounds for termination of this agreement.

We have read this rental agreement and all its attachments, and agree to abide by all 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 & Composting Guidelines
- E. Initial Condition Report

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**Attachment A:**  
**Schedule of Payment of Last Month's Rent and Security Deposit**

For the rental of apartment **116B**, receipt is hereby acknowledged of:

\_\_\_\_\_ for first month's rent, received on \_\_\_\_\_

\_\_\_\_\_ for security deposit, received on \_\_\_\_\_

Owners and Renters agree that the remaining balance of \_\_\_\_\_ for 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**

All three units at 116 Clay —the main house and units A & B in the duplex— are on the same gas and electric meters, so we receive one bill from PG&E (Pacific Gas & Electric). Likewise, we receive a single bill from SCMU (Santa Cruz Municipal Utilities) for water, sewage and garbage services.

**PG&E:**

The PG&E bill covers gas and electric service. This bill is paid as follows:

May 1 – October 1:

116 “main house”:	50%
116 A:	25%
116 B:	25%

November 1 – April 1:

116 “main house”:	60%
116 A:	20%
116 B:	20%

**SCMU:**

The SCMU bill covers water, sewage and garbage service. This bill is divided among everyone, based on the number of people living in each unit.

During the spring–summer gardening months (March–September), we’ll add 2 “people” to us in the main house — for actual water consumption only; if any tenants want to get involved in the gardening, we’ll work out a mutually agreeable compromise.

**Optional: Shared Internet Access:**

If renters so choose, they may agree to pay \$25/month (in arrears, as with other utilities) for shared Internet access via cat6 Ethernet cable and wi-fi-router, provided by owners. (NOTE: The modem-router in owner’s house occasionally drops its signal, in which case renters will lose Internet access until owners reboot the modem-router.)

**Moving In/Moving Out:**

Because the billing cycles do not align with renters’ moving in/moving out dates, the following circumstances arise:

- When first moving in, renters may have low or no utility bills for the first month. As the billing cycles overlap with renters’ tenancy here, owners will calculate per diem costs on any bill for which renters owe for only a portion of the billing cycle, and bill new tenants accordingly.
- When notice is given that tenants will be moving out, owners will calculate per diem costs on the most recent bills, project those per diem costs into the future to the renters’ move-out date, and bill renters accordingly. This amount will be deducted from the renter’s security deposit.

\_\_\_\_\_  
Renters’ initials:

\_\_\_\_\_  
Owners’ initials

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### Attachment C: Composting and Recycling Guidelines

#### Composting Guidelines

Renters are encouraged —but not required— to compost their kitchen and yard wastes according to the following guidelines:

##### DO:

- Compost all kitchen scraps, except animal bones.
- Remove plastic, rubber bands, twist ties and other non-biodegradable material from food scraps before adding them to the compost pile. (Coffee filters are OK — but please remember to peel off those stickers on banana and avocado peels!)
- Cover fresh compost with a bit of dirt and/or yard clippings/vegetation.
- Branches and yard waste larger than what is appropriate for the compost pile can be “recycled” in the large green waste barrels in the driveway.

##### DON'T:

- Compost animal bones.
- Put wood branches with diameters greater than ¼” (like a pencil) into the compost.
- Put rose branches or other branches with thorns into the compost.
- Put plastic bags, rubber bands, twist ties and other non-biodegradable material into the compost. (Coffee filters are OK; paper with printing on it is not.)

#### Recycling Guidelines

See **Santa Cruz City Recycling Guidelines** for more information. Here’s a brief summary:

- Mixed paper, newspaper, cardboard, glass, plastic containers (#1–7), metals can all be thrown together into either of the large blue barrels in the driveway. Rinse bottles, cans, etc. before recycling —the cleaner the better!
- Junk mail can be recycled, but try to remove all the plastic “contaminants” first! (They can be added to the “bagged and tied” plastic bags and wraps; see below.)
- A little-known fact about recycling aluminum foil: if you ball it up, it does not melt well; it will burn up into ash instead —no good. To recycle aluminum foil, fold it and press it into flat “pancakes” of foil. These will effectively melt and be able to be recycled!
- Plastic bags, including plastic food wrap, can also be recycled, but these need to be clean, bagged up together and tied shut. “Clean ad dried, bagged and tied!”
- **NOT RECYCLABLE:** Waxed or plastic-coated paper; books; paper plates, cups, napkins, tissues; any food-contaminated items; brightly-colored or fluorescent-colored paper; shredded paper; tarps; lids; Styrofoam; plastic motor oil containers; 5-gallon buckets and pails; black plastic (microwave trays, nursery pots); aerosol cans; molded plastics (chairs, toys, etc.); windows, mirrors, light bulbs, pyrex glass, ceramics...

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Renter(s) initials

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Owners’ initials

# Rental Agreement

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### Attachment D: Cleaning Guidelines for Moving Out

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.
15. Wash off marks and stains oh 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 (*i.e.* walls). It can be used to clean just about anything. We can supply TSP.
5. To fill nail holes, 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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Renter(s) initials

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Owners' initials

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**Attachment E: 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