

## RESIDENTIAL LEASE

### Clause 1: Identification of Landlord and Tenant

This agreement is entered into between The County of El Dorado, Dept of Transportation (Tenant), Contact info: Ashley Johnson, phone number: 530-642-4925, email: ashley.johnson@edcgov.us & Andrew Amara (Landlord), andyrentstahoe@gmail.com, phone number: 949-246-1092, for the premises at 7160 Eighth Ave, Tahoma, CA 96142. The residence will be occupied by up to 6 El Dorado County employees. The Tenant is liable for the payment of rent and performances of all other terms of this agreement.

### Clause 2: Identification of Premises:

Subject to the terms and conditions of this Agreement, Landlord rents to Tenant and Tenant rents from Landlord, for residential purposes only, the premises located at 7160 Eighth Ave, Tahoma, CA 96132 together with the following: all furniture, bedding, appliances, and kitchen accessories. Utilities (gas, electric, water/sewer, and garbage) and Wi-Fi are included in the monthly rent.

### Clause 3: Limits on Use and Occupancy:

The premises are only to be used as a private residence for up to 6 El Dorado County employees (occupants). The occupants will observe quiet time (i.e., no noise that can be heard past our property line) daily from 10pm to 8am. Excessive noise and occupancy by more than 6 persons is prohibited without Landlord's written consent and will be considered a Breach of this Agreement.

### Clause 4: Term of the Tenancy:

The term of the rental will begin on Thursday, December 1<sup>st</sup>, 2022 at 3pm and end Friday, March 31<sup>st</sup>, 2023 at 10am.

### Clause 5: Payment of Rent:

#### Rental Charges

Tenant will pay to Landlord the following rent:

\$4,700.00 / mo. for 4 months. There is also a \$500 final check out cleaning fee. Total payment required: \$19,300.00

#### Payment Schedule:

Payment: Due no later than November 1<sup>st</sup>, 2022: \$5,200.00 (\$4,700 for December rent + \$500 cleaning fee).

Payment: Due no later than December 1<sup>st</sup>, 2022: \$4,700.00 (January Rent).

Payment: Due no later than January 1<sup>st</sup>, 2023: \$4,700.00 (February Rent)

Payment: Due no later than February 1<sup>st</sup>, 2023: \$4,700.00 (March Rent).

Payment should be made payable to Andrew Amara, 288 S. Oakland Ave #214, Pasadena, CA 91101

#### Snow Removal:

Tenant shall maintain all snow and ice removal including driveway, all walkways, and decks.

#### Keys and locks:

1 keys to premises

n/a remote control device(s) for garage door/gate opener(s)

**Entry:**

Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises then, for the next 120 days following, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

**Subletting:**

**A.** Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or subTenant shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. **B.** This prohibition also applies to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. **C.** Any violation of this prohibition is a non-curable, material breach of this Agreement.

**Breach of Contract; Early Termination:**

In the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit

**Temporary Relocation:**

Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**Damage to Premises:**

If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**Insurance:**

Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own Insurance (renter's insurance) to**

**protect Tenant from any such loss or damage. B.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or loss of insurance. **C.** Tenant shall obtain liability insurance, in an amount not less than \$\_\_\_\_\_, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**Landlord Representations:**

Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of any recorded Notices of Default affecting the Premise; any delinquent amounts due under any loan secured by the Premises; and any bankruptcy proceeding affecting the Premises.

**Bed Bugs:**

Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

**County Contract Administrator:**

The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Department of Transportation, or successor.

**Clause 6: Entire Agreement:**

This document, including all attachments, incorporated by reference herein, constitutes the entire and sole agreement between Landlord and Tenant with respect to the subject matter hereof, and correctly sets forth the obligations of the Landlord and Tenant to each other as of the date hereof. Any agreements or representations by Landlord to Tenant with respect to the subject matter of this agreement not expressly set forth herein are null and void.

## BED BUG DISCLOSURE

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated 09/26/2022, on property known as \_\_\_\_\_  
7160 8th Ave., Tahoma, CA 96142

in which \_\_\_\_\_ is referred to as ("Tenant")  
and Andrew Amara is referred to as ("Landlord").  
Andrew Amara (Cap. 18, 2012) 10/1/10

### INFORMATION ABOUT BED BUGS:

- 1. Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- 2. Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- 3. Bed bugs can survive for months without feeding.**
- 4. Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- 5. Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- 6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.**
- 7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.**
- 8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas. Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure. The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.**

Date \_\_\_\_\_ Date 09/26/2022

Tenant \_\_\_\_\_ Landlord Andrew Amara  
Andrew Amara (Cap. 18, 2012) 10/1/10

Tenant \_\_\_\_\_ Landlord \_\_\_\_\_

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii)  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i)  Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgment (initial)

(e)  Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Andrew Amara</u> Landlord	09/26/2022 Date	_____ Landlord	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

IN WITNESS THEREOF, the parties have caused this Lease to be executed.

**TENANT:**

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTED BY LANDLORD:**

Signature *Andrew Amara* Name (print) Andrew Amara Date 09/26/2022  
Andrew Amara (Sep 26, 2022 11:01 PDT)