

Rental Agreement for the Philo River House, dated: _____

Description & photos at: tw.mcn.org/RiverHouse

This is a rental agreement between the Owners, Tom Wodetzki & Sharon Hansen, and the Tenants, _____, for the residence located at 18575 Greenwood Road, Philo, California.

The tenant agrees to rent on a month-to-month basis for \$1400 per month, due in advance on the first of each month. The Tenant takes occupancy of this house on _____. On that date the Owner is due the first month's rent plus a last month's rent (\$1400x2) plus a deposit for possible repair of damage and/or cleaning needed at the end of Tenant's occupancy (\$500), making a total amount due on this date of \$3300. At the end of the Tenant's occupancy the \$500 deposit will be returned if it is not needed for repairs, cleaning, or back rent.

Rent is to be received at the Owner's home or mailing address (below) by the first of each month. If it is received seven or more days late, a penalty of \$50 will be charged for each week it is late. The Tenant and the Owner agree to give the other a notice in writing 60 days before either the Tenant vacates the premise or the Owner reclaims it.

On January 1st of each new year the rent may be raised at a percentage equal to the previous year's inflation rate (recently about 3%, or \$42), possibly rounded off the the nearest \$5.

Only the following persons may legally live in this residence, unless the Owner gives written permission for additional residents: _____. No smoking or subleasing or pets or marijuana growing are allowed without the Owner's written permission.

The Tenant agrees to uphold the following conditions:

- 1) to keep the parking area, yard, trash, and all other areas clean and orderly.
- 2) to refrain from making unreasonably loud noises and disturbances which interrupt neighbors' peace and quiet.
- 3) not to paint, build, remove shrubs, trees or limbs, or otherwise alter the buildings, plants or grounds without first getting the Owner's written permission.
- 4) not to store motor vehicles on the property.
- 5) not to grow, process or store marijuana or any illegal plants or substances on the site.
- 6) to repair or pay for, within one week, any broken windows, doors, light fixtures, trees, shrubs and all other damages caused to the buildings or grounds by the Tenants, their guests, or their negligence.
- 7) to prevent anyone from going on the roofs or under the house.
- 8) to allow the Owner to inspect the building or show it to prospective tenants at reasonable times and by appointment.
- 9) to leave the house & grounds as clean & in as good condition when you leave as things were when you first moved in.
- 10) to actively discourage trespassing by the public on the property, especially for river access.

Any alleged violation of the above points may be submitted for arbitration to a mediator agreed upon by both parties. Thereupon, any violation of any part of this agreement, or nonpayment of rent when due, shall be cause for eviction under appropriate sections of the applicable code, and the prevailing party shall recover any court costs, damages, and reasonable attorney's fees involved.

Insurance Waiver: The tenant has been notified that the residence is in a flood plain zone, that in fact the house was flooded in 1973, 1995 and again in 2006, that it may happen again, altho it was raised in 2010 to above any recorded flood levels, and that the Owner has not taken out insurance for any of the Tenants' property. Therefore, the Owner shall not be liable to the Tenant for any loss by flooding, drowning, fire, theft, breakage, etc., nor for any accidental damage in or about the premises resulting from flood, windstorm, limb-fall, earthquake, etc. Tenants agree to purchase Renter's Insurance or to accept the full risk their selves if they decline to do so. The Tenant has also been informed about other potential negative aspects of this rental, such as winter cold and dampness, bird guns from the cherry orchard, and summer pump noise.

The Tenant hereby acknowledges that he or she has read this agreement, understands it, agrees to it, and has been given a copy to keep.

Tenant's signature: _____ Date: _____

Owner's signature: _____ Date: _____

Tom Wodetzki, 31901 Middle Ridge Road, Albion CA 95410 707-937-1113 tw@mcn.org