# CALIFORNIA ROOMMATE AGREEMENT

On October 14, 2019, we, the tenant(s) named below, signed a lease agreement for the residential property at the address listed below. By entering into this roommate agreement, we hope to ensure that rental responsibilities will be understood and shared by all roommates as described in this agreement.

This Roommate Agreement (the "Agreement") is made by and between and other tenants for the residential property at 5535 Idlewild Ave., Livermore CA 94551. I/We are entering into this Agreement in order to identify the rights and responsibilities of each tenant during the course of the lease agreement.

This Agreement runs concurrently with the lease agreement for the residential property, which is effective per Tenants individual agreements.

**1. SECURITY DEPOSIT:** The total security deposit amount that we paid the landlord for the residence as required by the lease agreement is Five Hundred dollars (\$500.00 per room), which was paid to Tammy Barstow.

Each roommate will receive his/her share of the security deposit if and when the landlord returns it after the lease term ends. Any deduction(s) from the deposit by the landlord shall be withheld from all of the roommates in proportion to the amount of deposit that he/she paid. However, any damage to the residence caused by a particular roommate or roommates shall be charged only to the roommate(s) who caused the damage.

**2. RENT:** Under the terms of the lease agreement, the total rental amount due each month to the landlord. Each roommate shall pay their agreed term in the month to month agreement.

Rent must be paid in the form of Cash/Check to Tammy Barstow and received at: Legacy Real Estate – 1686 Second Street, Livermore CA 94550 (corner of O Street/2<sup>nd</sup> Street Downtown). The rent is due by the 1st day of each month. Late fee will be \$25/day.

**3.** HOUSEHOLD SUPPLIES: A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by each roommate. The supplies may include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates. The purchaser of household supplies will be entitled to reimbursement from the other roommates.

### 4. KITCHEN USE AND CLEAN-UP:

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No foods with strong lasting smells shall be cooked inside home (ie. Curry, cooking broccoli/Brussel sprouts or rewarming fish). You may cook on outdoor burner/bbq if wanting to cook a recipe with lingering smells.

Food will be purchased by each roommate individually.

Food may not be borrowed without the purchaser's approval. Each room will have 1 cabinet for dry goods and 2 shelves in refrigerator and 1 in freezer of storage space for his/her groceries. Roommates may choose to share in meal preparation and clean up. Each roommate will clean up the kitchen after his/her use.

**5. PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

**6. CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash (trash day is Fridays at 5am), mopping/sweeping floors, cleaning bathrooms, and other duties.

#### 7. CLEANING SCHEDULE:

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Each roommate agrees to the following cleaning schedule:

Room 1: Cleans floors, kitchen, shared bathroom, and dusts on 1<sup>st</sup> Saturday of month. Room 2: Cleans floors, kitchen, shared bathroom, and dusts on 2<sup>nd</sup> Saturday of month. Room 3: Cleans floors, kitchen, shared bathroom, and dusts on 3<sup>rd</sup> Saturday of month. Master: Cleans floors, kitchen, both bathrooms, and dusts on 4th Saturday of month.

The schedule indicates when each roommate will complete his/her assigned cleaning and maintenance duties.

Each roommate must still clean up after themselves at all times. 8. ADDITIONAL AGREEMENT TERMS APPLY TO FULL PROPERY:

No Smoking/No vaping of any kind No illegal drugs Alcohol allowed if 21 yrs or older: No abuse of alcohol will be tolerated. No bullying/fighting/steeling No Overnight guests Parking:

• Roommates in Bedrooms 1, 2 & 3: Street Parking

• Roommate in Master Bedroom: Allowed to park 1 car in Garage (on Right) and right side of driveway.

Cleanup immediately after parties/guests/self

Guests must vacate by 11pm on Weeknights and by 1am on Weekends.

Keys: each roommate will have 1 key to property and 1 key to their bedroom. If key must be replaced: there will be a \$5.00/key fee charged.

Shared areas (bathrooms): Keep clean at all times (1 cabinet & 1 drawer per person) Quiet hours for studying and sleeping 9pm-7am: Please be courteous to everyone. This is a NO DRAMA Atmosphere.

If something is broken, or notice something not working, leak, etc. PLEASE advise landlord ASAP.

#### 9. UTILITIES

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The following services have been arranged and paid for by homeowner (aka Landlord) as follows: PG & E, Water, Garbage, Internet Service through Comcast, Lawn Service

**10. GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of California.

**11. MEGAN'S LAW**: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <u>www.meganslaw.ca.gov</u>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

This Agreement represents the complete and final understanding of the roommates' intent. All preliminary discussions and negotiations by the roommates are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all roommates.

We, the undersigned, agree to the above terms.

#### **ROOMMATE SIGNATURES (Master Bdrm up to 2 tenants, other rooms 1 tenant)**

Print Name:	Date
Print Name:	Date
LESSOR/LANDLORD SIGNATURE	
Print Name:	Date

## CALIFORNIA FLOOD DISCLOSURE

This Flood Disclosure Addendum is made part of the lease agreement	dated
, 20, by and between	("Landlord") and
("Tenant") for the property located at	, City of
, State of California.	

Per <u>Section 8589.45 of the Government Code</u>, the Landlord is required to provide any and all information if the rental property is at risk of flooding as deemed by the State of California.

The Landlord hereby discloses the following: (initial)

The Landlord has **NO KNOWLEDGE** that the rental property is located in a special flood hazard area of an area at risk to potential flooding;

See Natural Hazard Report attached.

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The Tenant has the right to seek information about hazards, not limited to flooding, that may affect the rental property from the Office of Emergency Services at the web address of <u>http://myhazards.caloes.ca.gov/</u>.

It shall be known that the Landlord's insurance does not cover the loss of the Tenant's personal possessions or for any relocation expenses. Any losses would be the sole responsibility of the Tenant. Therefore, the Tenant should consider purchasing their own insurance to cover these items. The Landlord does not need to provide any additional information concerning the potential of flood hazards on the rental property.

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

Tenant's Signature _	Date
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<b>Landiord 3 Signature</b> Date Date	Landlord's Signature	Date
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