

Berkeley Presbyterian Mission Homes

Initial One-Year Rental Agreement

Welcome to the BPMH! In an effort to provide a safe and healthy environment for everyone at the BPMH, we ask that all residents be respectful of others and their surrounding environment at all times. A signed copy of the BPMH Code of Conduct is to be attached to this agreement.

I. PARTIES

The parties to this agreement are the Berkeley Presbyterian Mission Homes, a Californian non-profit corporation, herein called "Landlord," and _____ herein called "Tenant(s)"

II. PROPERTY

Landlord hereby lets the Tenant(s) rent for the term of this agreement the premises commonly known as 2918 Regent Street, Unit _____, Berkeley, CA 94705, furnished with appliances (stove, microwave, fridge), some basic furnishings, and one bed per bedroom (pillows and blankets not included). The Tenant(s) may bring their own furniture with the approval of the Landlord and understand that the Landlord will not provide storage space for the Tenant(s)' furniture. Requests for specific items of furniture must be made in writing before occupancy and will be honored if the items are readily available. The Tenant(s) will receive a total of 2 set of keys which must be returned after the end of the lease. Keys cannot be duplicated without the consent of the Landlord.

III. TERM

The term of this agreement shall be for ONE YEAR beginning _____. The agreement may be extended for another year for up to a total of 5 years or until the principal tenant completes his or her program of study, whichever date is earlier. To extend the lease, the Tenant(s) need to submit the "BPMH Yearly Lease Extension Application Form" which is found on the BPMH homepage. The Tenant(s) understand that the premises are maintained by the Landlord for the use of global faith-based professionals during limited periods of study and service and therefore agree to vacate the premises promptly at the conclusion of their eligibility to reside in the Homes. Renewals of the rental agreement may be for less than 12 months and must be made in writing and signed by the Landlord and Tenants(s) at least thirty days prior to the

expiry of the current agreement. Under extraordinary circumstances permission for extensions of time will be considered for residents in good standing* and must be requested in writing at least 30 days prior to the ending of the current lease agreement.

IV. RENT

The monthly rental for said property shall be \$_____ per month due and payable in advance on the first day of each month during the lease term. If the lease term begins on a day other than the first day of the month and/or ends on a day other than the last day of the month, rent for the first and/or last month of the lease term will be prorated based on a thirty-day month. If rent has not been paid for two consecutive months, the Landlord is authorized to initiate proceedings toward termination of this lease.

V. LATE PAYMENTS AND RETURNED CHECKS

If the full rent due is not paid by the end of the fifth day of the month, Tenant(s) are subject to a late fee of \$25.00. If Tenant(s) give Landlord a check which is not honored by the bank, Tenant(s) will pay Landlord a returned check fee of \$30 and also reimburse Landlord for any charges imposed by Landlord's bank.

VI. CONDITION OF UNIT

Tenant will sign an inspection document indicating that the premises are clean and all appliances and fixtures are in working condition. Tenant further verifies the inventory of items furnished by BPMH and agrees they will be left in the apartment at the termination of this lease agreement. The cost of items damaged or broken will be taken out of tenant's security deposit.

VII. SECURITY DEPOSIT

At the time of occupancy Tenant(s) will pay a security deposit of \$_____ which will be retained by Landlord until Tenant(s) vacate and will be applied by Landlord to the cost of necessary cleaning and repair of damage beyond normal wear and tear and replacement of any lost keys and re-keying if keys are lost. The security deposit may be paid incrementally in ____ installments of \$_____ each. Prior to departure Tenant(s) will meet with Landlord to review the condition of the unity and will be given an opportunity to do any necessary cleaning or repair. At this meeting Tenant(s) will make arrangements with Landlord for first class mail forwarding and for payment of outstanding or not yet billed charges for newspapers, telephone service, or other charges incurred by Tenant(s).

VIII. UTILITIES AND PARKING

Charges for water and garbage disposal will be paid by the Landlord. In the cottage units, Tenant(s) will be responsible for payment for electricity (except cottage F), gas, internet service, and telephone and cable installation and service. Apartment dwellers are not responsible for gas and electricity costs. In House A all utilities are provided except phone and internet.

Tenant(s) will comply with requirements of the Landlord and the City of Berkeley with regard to garbage and trash disposal and recycling. One parking space on the campus is assigned to the unit for the Tenant(s)' use; for a second car Tenant(s) must obtain a permit for on-street parking from the City of Berkeley.

IX. USE OF PROPERTY

The premises are rented for Tenant(s)' personal residential use only. Subletting is not permitted. This lease will terminate if Tenant(s) cease to maintain principal residency on the premises. Tenant(s) shall use the property for residential purposes for no more than _____ persons. Tenant(s) agree to comply with the policies and procedures established by the Board for use of the property, including but not limited to hosting overnight guests and keeping animals in their units. [See Residents' Handbook and Guest and Pet policies posted on the website.] Use of tobacco or illegal drugs shall not be permitted on the premises.

X. TENANT(S)' DUTY TO MAINTAIN PREMISES

Tenant(s) shall keep the premises in a clean, safe, and sanitary condition, and use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended. Tenant(s) are not to litter grounds or common areas or to destroy, deface, damage, or remove any part of the unit, common areas, or grounds. Tenant(s) agree to give Landlord prompt notice of any defects in the unit or in the unit's plumbing, fixtures, appliances, or heating or cooling equipment and to remove garbage and other waste from the unit in a clean and safe manner. If damage to the premises is caused by acts or neglect of Tenant(s) or others occupying the premises with the permission of Tenant(s), Tenant(s) shall pay Landlord the reasonable cost of repairing said damage.

XI. LANDLORD'S DUTIES

Landlord will maintain common areas and facilities in a safe condition, arrange for removal of trash and garbage, maintain Landlord owned equipment and appliances in safe and working order, make necessary repairs with reasonable promptness, maintain exterior lighting in good working order, provide extermination services as necessary, and maintain grounds and landscaping.

XII. ALTERATIONS

Tenant(s) will not make any alterations on the premises or do any of the following without first obtaining Landlord's consent in writing:

- change, remove, or alter any appliance, fixture, equipment, or furniture in the unit
- paint, stain, or install wallpaper or contact paper in the unit
- attach any carpeting, shelves, screen doors, or other improvements in the unit
- install any aerials, antennas, or other electrical connections in or on the unit

XIII. NOISE

Tenant(s) shall not allow on the premises any excessive noise, vibrations or other activity or use of sound emitting devices that disturb the peace and quietness of other residents on the property. Quiet time on campus by Board policy is from 10:00pm to 7:00am.

XIV. INSPECTION AND IMPROVEMENT BY LANDLORD

Landlord may enter the premises in case of emergency and between the hours of 8:00am and 6:00pm with 24 hours advance notice to Tenant to make necessary or agreed repairs, decorations, alterations, or improvement, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

XV. TERMINATION

Upon termination of this agreement, Tenant(s) shall vacate the premises, remove all personal property belonging to Tenant(s), leave items belonging to BPMH, and leave the premises as clean as they were found, normal wear and tear excepted.

XVI. LAWSUITS

If either party commences a lawsuit against the other to enforce any provision of the agreement, the successful party shall be awarded court costs and reasonable attorney's fees from the other.

XVII. NOTICES

All notices provided by this agreement shall be in writing and all such notices and all rent shall be delivered to the other party as follows:

To the Tenant(s):	At the premises
To the Landlord:	2918 Regent Street, House B, Berkeley CA 94705 or any other address designated by Landlord

XVIII. LEGAL LIMITATIONS

This lease shall be subject to all laws of the State of California and the City of Berkeley. If any provision of this lease shall be ineffective because of any applicable law, all other terms and provisions shall remain in full force and effect.

Residents understand that they are entering a multi-faith residential community and agree to make every effort to be active participants in the life of that community. Residents further understand that sustainable living practices are expected and the reverent care of Creation is among the highest priority at BPMH. Attendance by at least one member of the household at the two Town Meetings per year is mandatory.

Dated:
Signed:
Berkeley Presbyterian Mission Homes
By Landlord _____

Dated:
Signed:
Tenant _____
Tenant _____

Revised April 2023

*see annual review form