> OAKLAND RENTAL AGREEMENT AND/OR LEASE ◆

Landlord/Loccor/Agent		Apartment Number
Landlord/Lessor/Agent: Tenant(s)/Lessee:		Apartinent Number
Tenant(s)/Lessee:		
Apartment Number:		
Apartment Address:		
City:		
Monthly Rental Rate: \$, and continue: (check one below)
Rental Due Date:		, and continue. (Greek one below)
Security Deposit: \$		at which time thereafter shall become a month to
Late Charge: \$		move from premises prior to the expiration date, he shall be
Parking Space:	·	
= *		
Storage Space:	and/or expiration of said time period	a, whichever is shorter.
rent of: \$, and a Security Deposit of \$	r check or money order and no cash shall be acceptable. (, for a total payment of \$ All pay delivered to usually available on the following days:	ments are to be made payable to:
total of the above deposits shall secure compliance wit completely vacated less any amount necessary to pay common areas above ordinary wear and tear, and e) a RESIDENT within 21 days of move-out. If deposits do the term of tenancy, RESIDENT agrees to increase the cost of rectifying any damage or expense for which RE 5. UTILITIES: RESIDENT agrees to pay for all utilities 6. OCCUPANTS: Guest(s) staying over 14 days cur agreement. ONLY the following listed individuals and/c OWNER is obtained in advance, (the 14 day period repay additional rent at the rate of \$100.00 per month of time that each additional guest in excess of the above the above named animal(s), which shall occupy the p status of any "guest" into a RESIDENT. 7. PETS AND FURNISHINGS: Furnishings - No liquid waterbed if he maintains waterbed insurance valued at	th the terms and conditions of this agreement and shall be OWNER: a) any unpaid rent, b) cleaning costs, c) key represent of the terms of this anot cover such costs and damages, the RESIDENT shall it deposit upon 30 days written notice by an amount equal sliDENT is responsible. Security deposit is not to be used and/or services based upon occupancy of the premises employed and the premises of the premises. And the premises of the premises of the premises of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises. Acceptance of additional rent or approval of a confidency of the premises.	the OWNER'S written consent, shall be considered a breach of this partment for more than 14 days unless the expressed written consent on the current monthly rent; whichever amount is greater, for the period of the same additional monthly rent for each additional animal in excess of guest shall not waive any requirement of this agreement or convert the lift the structure was built in 1973 or later RESIDENT may possess a with proof of said insurance. RESIDENT must also comply with Civil
hazard or affect insurance rates such as, musical instruction cover possible losses caused by using said items. Pet obtaining the prior written consent and meeting the required in the event laws are passed or permission is granted additional rent of \$25.00 a month for each such item if animal of any kind, an additional deposit in the amount 8. PARKING/STORAGE: When and if RESIDENT is a automobiles and/or those approved vehicles listed on fany other common areas on the premises. (RESIDEN leaks and other vehicle discharges for which RESIDEI space.	ument, item(s) of unusual weight or dimension, RESIDEN's – No animal, fowl, fish, reptile, and/or pet of any kind should be uniforments of the OWNER. Said consent, if granted, shall to have any item prohibited by this agreement or if for any another amount is not stated in this agreement. In the every of \$ shall be required along with the significant of the property, the parking RESIDENT'S "Application to Rent/Lease" or attached here T may not assign, sublet, or allow RESIDENT'S guest(s) the NT shall be charged for cleaning if deemed necessary by the subject of the property of	id, highly combustible materials or other items which may cause a T also agrees to carry insurance deemed appropriate by OWNER to all be kept on or about the premises, for any amount of time, without be revocable at OWNER'S option upon giving a 30-day written notice. reason such item exists on the premises, there shall be minimum ant laws are passed or permission is granted to have a pet and/or gning of OWNER'S "PET AGREEMENT." In grance shall be used exclusively for parking of passenger exto. RESIDENT may not wash, repair, or paint in this parking space or all to use this or any other parking space.) RESIDENT is responsible for oil OWNER. Only vehicles that are operational may park in their assigned eace and quiet of another RESIDENT. Said noise and/or activity shall

NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. **LOITERING AND PLAY**: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. **CONDITION OF PREMISES**. RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of

the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

- 13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
- 14. **SMOKE DETECTOR**: The rental unit is equipped with properly functioning smoke detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke detectors in any manner.
- 15. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
- 16. **CHANGE OF TERMS**: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
- 17. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
- 18. **POSSESSION**: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
- 19. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
- 20. **RIGHT OF ENTRY AND INSPECTION**: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 21. **ASSIGNMENT: RESIDENT** agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 23. **NO WAIVER: OWNER'S** acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 24. **ATTORNEY'S FEES**: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
- 25. **ABANDONMENT**: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
- 27. **Pursuant to Section 1785.26 of the California Civil Code**, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

_____ OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and



notices shall be in writing to be a caused by the actions (omission 37. NOTICE: Pursuant to Sectic the Department of Justice at www.community of residence and ZIF 38. RECEIPT OF AGREEMENT and hereby acknowledges recei OR Pursuant to California Civor Korean:	ww.meganslaw.ca.gov. Dependin P Code in which he or she reside T: The undersigned RESIDENT hip to fa copy of this "Rental Agree vil Code 1632, which requires to	nereby certifies that he/she is fluent ement and/or Lease." () RE translation of specified contracts	or agreements that are negotiated in Spa ated and interpreted in their foreign langu	ompletely understands this Agreement nish, Chinese, Vietnamese, Tagalog
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notices shall be in writing to be valued by the actions (omission	on 790.46 of the Penal Code, into	g on an offender's criminal history,	sex offenders is made available to the public this information will include either the addres	via an Internet Mills -it 't' - 't'
	valid. The undersigned Resident or commission) of residents, the	ts are jointly and severally responsi eir guests and invitees. Renter has	d RESIDENT. No oral agreements have bee ble for all obligations under this agreement a relied on his own judgment in entering into th	nd shall indemnify Owner for liability is agreement.
Mailbox Keys				
House Rules	_	Pet Agreement Pool Rules Apartment Keys	Garage Door Opener Notice to Tenants: Oakland's	Rent Adjustment Program
35. RESIDENT acknowledges re	eceipt of the following, which sha	all be deemed a part of this Agreem	ent: (Please check)	
made part of this agreement. 33. Proposition 65 Notice: War 34. Notice is hereby given of th 250 Frank H. Ogawa Plaza, 5th attached to this lease and ackn event that Owner/Agent elects r year(s) pursuant to the provision Note: Tenant and Landlord har residential properties, the right to activity, disorderly conduct, reha	rning: Some areas may contain the existence of the Residential Foor, Oakland, CA, 94612, phonowledged in number 35 below anot to implement an annual rent ans of the Oakland Rent Arbitrations adopted, and agree to comply to evict a tenant only for reasons abilitation of unit, landlord or relation, penalties and attorneys' fees a	chemicals known to the State of Ca Rent Arbitration Board (RRAB) and ne number (510) 238-3721. The R as a lease addendum notifying tena adjustment, the Owner/agent hereb n Ordinance. with Measure EE "Just Cause Evict specified in the measure, such as r tive occupancy, except in certain cir	lifornia to cause cancer, birth defects or othe the Rent Arbitration Program of the City of Cent Arbitration Program (Oakland Municipal ints of the Notice to Tenants regarding Oakl y advises Tenant that Owner/agent elects to ion" Ordinance for the City of Oakland, CA., non-payment of rent, breach of lease, damag cumstances where the tenant is disabled, elev. Should Tenant violate any portion of the ordinance of the City of Oakland, can be considered to the constant of the ordinance of the city. Should Tenant violate any portion of the ordinance of the city of Oakland, can be constant of the ordinance of the city of Oakland, can be constant of the ordinance of the city of Oakland, can be constant of the ordinance of the city of Oakland of the ordinance of the city of Oakland of Canada of the City of Oakland of Canada of the City of Oakland of Canada of Ca	r reproductive harm. Dakland, the office of which is located of the code, Chapter 8.22) lease addendum and's Rent Adjustment Program). In the bank any such rent adjustment to future which requires landlords of specified ing premises, drug or other illegal derly or catastrophically ill. Further, the
Phone Number		r use by RESIDENT:		
Phone Number Person or Entity Authorized to Name				
Owner of property or a persor for all notices and demands. Name	Address	and on behalf of the owner for the	e purpose of service of process and for th	e purpose of receiving and receiptin
Person Authorized To Manage Name Phone Number	e Property:	•		
	ESIDENT shall be served at RE		her or not RESIDENT is present at the time	of delivery and all notices to OWNER
30. ADDITIONS AND EXCEP	TIONS:		propor vontiliation and ovidence of mold that	
29. MOLD: The OWNER/AGE accept full responsibil report to the OWNER 30. ADDITIONS AND EXCEP	lity and maintain the premises in A/AGENT any evidence of water le	o lease and knows of no damp or w a manner that prevents the occurre eaks, excessive moisture or lack of	et building materials and knows of no mold cence of an infestation of mold in the premises proper ventilation and evidence of mold that	. Resident also agrees to immediately

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.





CITY OF OAKLAND
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243
Community and Economic Development Agency
Rent Adjustment Program

(510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at http://www.oaklandnet.com/government/hcd/rentboard/tenant.html

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has **not** been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, OM.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS' SMOKING POLICY DISCLOSURE

 Smoking (circle one) IS or IS NOT permitted in Unit, the unit you plan to rent. Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.) Smoking is PROHIBITED in all common areas, both indoors and outdoors. There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 					
By signing below, tenant(s) acknowledge receipt of a copy of this notice					
Address of Unit:		, Unit Number			
Tenant:	Date:				
Tenant:	Date:				
Tenant:	Date:				

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Baûn Thoâng Baùo quyeàn lôii cuûa ngöôøi thueâ trong Oakland naøy cuống coù baèng tieáng Vieät. Neå coù moät baûn sao, xin goii (510) 238-3721.

