PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquires on information maintenance to your IPA Officer.

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| --- | --- | --- | --- | --- | --- | --- |
| Dist |  | Co |  | Rte |  | KP(P.M.) |
|  |
| Parcel No. |  | Exp Auth |
|  |
| Federal Project No |
|  |
| Claimant(s) |

# RENTAL AGREEMENT

# BETWEEN LANDLORD AND TENANT (Displacee)

This agreement made and executed on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Landlord, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Tenant.

# WITNESSETH

WHEREAS, Tenant is being displaced from the State-acquired residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as a result of public transportation improvements being performed by the State, and Tenant is eligible for relocation assistance and benefits; and

WHEREAS, California Department of Transportation has determined that Tenant is entitled to comparable replacement housing and a rental assistance payment in the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month for a period not to exceed 42 months, providing Tenant occupies the premises rented herein which is comparable, decent, safe and sanitary housing.

WHEREAS, comparable replacement housing owned by Landlord is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and this replacement housing is acceptable to Tenant.

NOW, THEREFORE, in consideration of the foregoing and of covenants and agreements herein contained and the performance thereof, it is mutually agreed by and between the Landlord and Tenant as follows:

1. Landlord, in consideration of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be paid in advance, does hereby rent to Tenant that certain property in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of California, the address of which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the term of one year commencing this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All rental payments shall be delivered to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Landlord agrees to extend this agreement together with and pursuant to all its terms and conditions, except the amount of rental rate, on an annual basis for two additional one-year periods and one additional six-month period.

3. Tenant hereby agrees to assign the rental assistance payment to Landlord. This amount is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is the first six-month installment of the relocation assistance entitlement based on $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month. Tenant further agrees to pay an additional $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month rent from Tenant’s own funds to provide the total monthly rental of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Landlord is authorized to and agrees to apply the $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ assignment on the basis of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month as partial payment of rent on the rental premises.

5. Tenant hereby agrees every six months to execute an assignment of any subsequent $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ semi-annual rental assistance payment to Landlord pursuant to the conditions contained herein as a condition of exercising their annual option to renew this rental agreement. It is understood and agreed that each assignment shall provide for payment by the Department of Transportation directly to Landlord.

6. Landlord and Tenant agree that this agreement may be terminated by mutual agreement in writing. Landlord may keep that pro-rata share of rental assistance payment up to the date of vacation of Tenant. The balance of the rental assistance payment shall be returned to the Department of Transportation.

7. Tenant may not be evicted without prior approval of the Department of Transportation. Such approval shall be promptly given if reasonably justified. In the event Tenant is evicted by Landlord, Landlord shall refund the unearned portion of Tenant’s rental assistance payment to the State. Landlord shall be allowed to withhold only that amount necessary to cover delinquent rent, if any. Landlord shall make a pro-rata refund to State within ten days of Tenant’s vacation of premises.

8. Tenant agrees to pay on a current basis all bills for utility services for the rented premises.

9. Tenant agrees not to sublet, in whole or in part, the rented premises. In the event of a breach of this condition, Landlord shall have the right to immediately declare this rental agreement terminated subject to the terms of Paragraph 7.

10. Tenant agrees to keep property in a neat, clean, and orderly condition at all times during occupancy and, upon vacation, agrees to leave it in as good condition as existed at the date of possession of the property, allowing for ordinary and normal wear during occupancy, and to reimburse Landlord for any damage done to said property caused by Tenant’s occupancy, other than that due to normal use.

11. Landlord agrees to maintain and repair the rented premises in a suitable condition. The degree and nature of repairs to be performed by Landlord shall be deemed to be those normally performed by a knowledgeable landlord in the existing rental market.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Tenant

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Landlord Tenant

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 Date