Instructions: DFW 215 form completion instructions are included with the State–Owned Housing Rental Agreement Package Checklist document. Submit all Rental Agreement documents to your Regional SOH Coordinator. The Regional SOH Coordinator will submit the completed Rental Agreement package documents and exhibits to BMB at: bmbstateownedproperties@wildlife.ca.gov			
Agreement Type: ☐ New Rental Agreement ☐ Renewal ☐ Modification			
Region Select One	**Reporting Structure No.**	**Project No.**	
Residence Address, City, County, Zip	**Facility Name**	**Residence Structure No.**	
Employee Name (Last, First, M.I.)	**Employee Phone No.**	**CBID No.**	
Employee Type Select One	**Employee Classification**	**Employee Position No.**	
Residence Type Select One	**Monthly Rental Rate**	**Move-In Date**	**Move-In Inspection Date**
By signing this Agreement, the Employee named above hereby authorizes deductions from Employee's salary for rental of the State-owned housing indicated above. _____ Employee Initials			
Full Name of Additional Occupant	**Phone No.**		
Full Name of Additional Occupant	**Phone No.**		
Full Name of Additional Occupant	**Phone No.**		

Occupancy Not–Required/Required and Duty Statement (Please check appropriate box below)

☐	Occupancy **Not Required** (not a condition of employment)
☐	Occupancy **Required** as a condition of employment. If occupancy is required, please attach employee's Duty Statement with the occupancy required language to this Agreement.

THIS EMPLOYEE HOUSING RENTAL AGREEMENT ("**Agreement**") is made as of _____, 20____, by and between the State of California, acting by and through its Department of Fish and Wildlife ("**STATE**"), _____, an employee of STATE at the Facility named above ("**EMPLOYEE**"), and _____ (each an "**ADDITIONAL OCCUPANT**" and, together, the "**ADDITIONAL OCCUPANTS**"). EMPLOYEE and the ADDITIONAL OCCUPANTS are the "**TENANT"** of the Residence (as defined below).

STATE and TENANT hereby agree as follows:

1. **Identification of Residence**. STATE hereby rents to TENANT, and TENANT hereby rents from STATE, Residence No. _____, [ ]. The Site Plan attached as Attachment "1" shows the boundaries of the residence, including any associated garage, outbuilding(s), and yard or other grounds, all of which are referred to in this Agreement as the "**RESIDENCE**".

2. **Authorized Occupants**. The RESIDENCE shall be occupied **only** by **EMPLOYEE**, any **ADDITIONAL OCCUPANTS** named above**,** and the following minor children _____.
Each of these individuals is an "**Authorized Occupant**" and together they are the "**Authorized Occupants**" of the RESIDENCE.

3. **State-Provided Property**. The RESIDENCE includes the following state-provided property (list anything provided by STATE that is not permanently attached to the RESIDENCE, e.g., appliances or window coverings; if none, insert "N/A" or "none"): _____.

4. **Term**. The Authorized Occupants may occupy the RESIDENCE beginning on full execution of this Agreement (but no sooner than the Commencement Date shown on Page 1) and continuing thereafter from month-to-month. Such occupancy shall terminate on the "**Termination Date**," which shall be the ***earlier*** of: (a) the date of termination of EMPLOYEE'S employment with STATE at the Facility named on page 1, or (b) notice of termination given according to Section 20 or 24 of this Agreement. All of the Authorized Occupants shall vacate the RESIDENCE on the Termination Date and surrender it according to Section 27 of this Agreement. If any provision in this section is in conflict with a Memorandum of Understanding (MOU) or Local and/or Statewide Agreement, this section shall not prevail as it relates to the specific represented group.

5. **Use**. The RESIDENCE shall be used only as the primary residence of the Authorized Occupants, and for no other purpose. Occupancy by individual guests for more than 14 days in any 6-month period is prohibited without the written consent of STATE and will be considered a breach of this Agreement

   Except as otherwise provided by law, TENANT may not conduct home-based occupations or commercial activities (each a, "**home-based activity**") from the RESIDENCE without the prior written approval of STATE. STATE may withhold such approval if the home-based activity would disturb, inconvenience, annoy, endanger or interfere with other residents, activities, or operations at the Facility, or necessitate any alterations, additions or improvements to the RESIDENCE or the Facility. Any home-based activities must be appropriately permitted and licensed and comply with all applicable federal, state and local laws, statutes, codes, regulations, ordinances, orders and requirements. As a condition of approval of any home-based activity, STATE may require TENANT to provide insurance as STATE and the Department of General Services, Office of Risk and Insurance Management, deem appropriate.

6. **Rent**. TENANT shall pay STATE rent in the amount of _____ Dollars and ____ cents ($_____) per month for the first 12 months of this Agreement. On the first anniversary of the Commencement Date and every 12 months thereafter, STATE may adjust the monthly rent in accordance with STATE policy and any applicable collective bargaining agreement by giving written notice to TENANT.

Rent shall be payable monthly on the 1st day of each month, in arrears and without demand, offset or deduction, in lawful United States funds. TENANT shall pay rent by deduction from the salary of EMPLOYEE.

If rent is not deducted from the salary of EMPLOYEE, then TENANT shall pay rent by check or money order by the 10th of each month to "California Department of Fish and Wildlife." TENANT's payment shall display the STATE'S Rental Agreement number and the name of the Facility, as shown on Page 1, and shall not require receipt of an invoice prior to payment.

Payments (except those made by payroll deduction) **shall be addressed and submitted** to:

California Department of Fish and Wildlife
Attn: Accounting Services Branch – Cash Receipts
P O Box 944209
Sacramento, CA 94244-2090

With a copy to the STATE at the address provided in Section 29.

TENANT acknowledges that either late payment of rent or a returned check may cause STATE to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These charges may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of rent is not received within 5 days after the date due, or if a check is returned, TENANT shall pay STATE an additional sum of $25.00 plus $10.00 per day thereafter that the rent continues to not be paid as a late charge. The total late charges will not exceed 5% of that month's total rent due. There will be a $25.00 fee for the first check returned for any reason, and a $35.00 fee for each additional returned check, either or both of which shall be deemed additional rent. STATE and TENANT agree that these charges represent a fair and reasonable estimate of the costs STATE may incur by reason of TENANT's late or non-sufficient funds ("**NSF**") payment. Any late charge or NSF fee due shall be paid with the current installment of rent. STATE's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of TENANT, nor shall it be deemed an extension of the date rent is due or prevent STATE from exercising any other rights and remedies under this Agreement and as provided by law.

No credit against the rent or any other sums payable under this Agreement shall be provided to TENANT for any contributions (including, without limitation, work done or materials or supplies furnished) by TENANT.

7. **Tax Liabilities (If applicable)**. Initial here_____ This Agreement may create a possessory interest subject to property taxation and TENANT may be subject to the payment of property taxes levied on such interest. TENANT agrees to pay any possessory interest or other tax levied on such interest and to indemnify the State of California from any damage or loss arising by reason of such tax or Revenue and Taxation Code Section 107.6. Per the State Policy on Possessory Interest Taxes in Cal. Code Regs., tit. 2, section 599.648, employees occupying state-owned housing will not be reimbursed for payment of possessory interest taxes.

The rental of state-owned housing may also create an income tax liability for EMPLOYEE under Internal Revenue Service regulations. STATE is required by Internal Revenue Service regulations to deduct taxes from EMPLOYEE's salary when EMPLOYEE receives a fringe benefit. Unless STATE has determined that EMPLOYEE meets the criteria for tax exemption, STATE will report the difference between the fair market rent and the actual rent paid as a fringe benefit. Fringe benefits are reported by STATE to the State Controller's Office each month. If any provision in this section is in conflict with a Memorandum of Understanding (MOU) or Local and/or Statewide Agreement, this section shall not prevail as it relates to the specific represented group.

8. **Utilities and Services (if applicable)**. Initial here ____ TENANT agrees to make all necessary arrangements and pay for all utilities and services to the RESIDENCE. If utilities are separately metered, TENANT will place utilities in TENANT'S name as of the Commencement Date. If utilities are not separately metered, TENANT will pay STATE's share, as reasonably determined and directed by STATE. STATE is only responsible for installing and maintaining one usable telephone jack and one telephone line to the RESIDENCE. TENANT shall pay any cost for conversion from any current utility or service provider.

   [*Include if applicable:* STATE discloses to TENANT that [*specify, e.g.,* gas service/electric service/water and sewer service/other] provided through TENANT's meter serves the following area(s) outside the RESIDENCE: _____.]

9. **Condition of RESIDENCE**. Before signing this Agreement, TENANT has examined the RESIDENCE and the included state-provided property (if any) listed in Section 3, including smoke/carbon monoxide detectors, and acknowledges that they are clean, safe and in operable condition and repair, except as otherwise specifically noted on the Residence Inspection Checklist (DFW 1026) attached as Exhibit A and made a part of this Agreement.

10. **Maintenance**. TENANT shall properly use, operate and safeguard the RESIDENCE (including any garage, outbuildings, yard or other grounds), state-provided property (if any), and all doors, windows, driveways, walkways, parking areas and associated lighting, mechanical, electrical, gas, sprinkler, drainage and plumbing systems and fixtures, and keep them and the RESIDENCE (interior and exterior) well ventilated and in a neat, clean and sanitary condition. TENANT shall not disable working internal smoke and/or carbon monoxide detectors.

    TENANT shall immediately notify STATE of any defects or dangerous conditions of which TENANT becomes aware, including any smoke or carbon monoxide detector, dead bolt lock or window security or locking device that appears to be malfunctioning or inoperable. TENANT shall use the Residence Inspection Checklist (DFW 1026) form attached as Exhibit A to request general maintenance, repair or replacement. TENANT will reimburse STATE upon demand for the cost of any repairs due to damage by TENANT, any other Authorized Occupant, guest or invitee. Unpaid sums shall bear interest at the highest rate allowed by law from the date of demand until paid in full.

11. Pets. Unless otherwise provided by law, including without limitation, California Civil Code sections 54.1 and 54.2, no animal or pet shall be kept in or about the RESIDENCE without the written consent of STATE. Animals and pets will not be allowed to run free outside the boundaries of the RESIDENCE shown on Attachment "1" and must be licensed as required by law. The number of animals and pets shall not exceed the maximum allowed by law.

It is TENANT's responsibility to keep the RESIDENCE, including all outbuildings, yard and other grounds, free of animal waste. TENANT shall be responsible for any and all injuries, losses and damage caused by animals or pets kept by TENANT, any other Authorized Occupant, guest or invitee.

12. Parking/Storage. TENANT shall not keep or allow to be kept any vehicle, vessel, trailer or other large equipment at the RESIDENCE, unless in an enclosed garage, without the written consent of STATE. All vehicles must be in operable condition and properly licensed, registered, and insured. Vehicles leaking oil, gas or other fluids shall not be parked at the RESIDENCE. Mechanical work or storage of inoperable vehicles is not permitted. Personal property will be stored out of sight of the public or other residents, except as STATE may authorize in writing after determining that the storage will not cause a negative visual impact. TENANT shall not generate, store, release or dispose of any flammable or combustible materials, explosives, hazardous or toxic substances or other inherently dangerous materials, or illegal substances in, on or from the RESIDENCE or any other area of the Facility of which the RESIDENCE is a part.

13. Waterbeds and Amenities. TENANT shall not use or have any waterbed in the RESIDENCE unless TENANT obtains a valid waterbed insurance policy and the bed conforms to the floor load capacity of the RESIDENCE.

TENANT shall not place, store or install, or allow the placement, storage or installation, of any outdoor cooking facilities (except one portable barbecue of a reasonable size), pool, spa, hot tub, gazebo, play structure, slide, swing, trampoline, or other playground, recreational, fitness or other equipment in, on or about the RESIDENCE without the written consent of STATE.

14. Alterations. Except as provided by law, TENANT shall not make or allow to be made any alterations, additions or improvements to, in or about the RESIDENCE, including painting or wallpapering; adding or changing locks or alarms; or installing lighting, without the written consent of STATE. STATE may require TENANT, at TENANT'S cost, to remove any alterations, additions or improvements made in violation of this Section 14 and restore the RESIDENCE to its condition prior to such work.

Alterations, additions or improvements made by or for TENANT or any other Authorized Occupant, with or without the written consent of STATE, shall become the property of STATE upon termination. TENANT shall pay STATE the cost to restore the RESIDENCE to the condition it was in prior to any alteration, addition or improvement not consented to by STATE. Such payment shall be due upon demand by STATE. Unpaid sums shall bear interest at the highest rate allowed by law from the date of demand until paid in full. The obligations of TENANT under this paragraph shall survive the expiration or termination of TENANT's occupancy under this Agreement.

15. **Rules and Regulations**. TENANT shall comply, and ensure that all other Authorized Occupants, guests and invitees comply, with all policies, rules and regulations applicable to the RESIDENCE or the Facility of which the RESIDENCE is a part, including those set forth in California Code of Regulations., title 14, division 1 (Fish and Game Commission – Department of Fish and Wildlife). Policies can be found on CDFW's website or via EMPLOYEES supervisor. Nothing in this Agreement authorizes any person, including TENANT or any other Authorized Occupant, guest or invitee, to park or conduct any private residential activities outside the boundaries of the RESIDENCE, as shown on Attachment "1", or to enter any other non-public or closed area on the Facility.

16. **Waste, Nuisance, Unlawful Activities.** TENANT shall not, and shall ensure that the other Authorized Occupants, guests and invitees do not, disturb, inconvenience, annoy, endanger or interfere with any other occupants of the Facility or neighbors, employees, contractors, or visitors to the Facility; violate any law or ordinance, including laws prohibiting the use, manufacture, possession or sale of illegal drugs or other contraband; or commit waste (severe property damage) or nuisance in or about the RESIDENCE or Facility.

17. **No Smoking**. No smoking of any substance is allowed inside any structure at the RESIDENCE. If smoking does occur, TENANT is responsible for all damage caused by the smoking and TENANT is in breach of this Agreement. In order to remove odor caused by smoking, STATE may need to replace carpets and drapes and paint the entire RESIDENCE regardless of when those items were last cleaned, replaced or repainted. The cost of such actions and other necessary steps will be the responsibility of TENANT. The obligations of TENANT under this Section 17 shall survive the expiration or termination of TENANT's occupancy under this Agreement. For purposes of this Agreement, "smoking" has the same meaning as in Section 22950.5(c) of the Business and Professions Code.

18. **Entry**. STATE or representatives of STATE may enter the RESIDENCE at any time in an emergency; when necessary to protect STATE property; when TENANT has abandoned or surrendered the RESIDENCE; for inspection; and to make repairs or improvements, supply necessary or agreed services, or test smoke/carbon monoxide detectors, equipment and wiring. Except as provided below, STATE shall give TENANT reasonable notice of intent to enter and shall enter only during regular business hours. Except as provided below. Tenant agrees that 24-hour written notice shall be reasonable and sufficient notice.

    No notice is required (a) in case of emergency, (b) when necessary to protect STATE property, (c) if TENANT is present and consents at the time or entry, or (d) if TENANT has abandoned or surrendered the RESIDENCE. No written notice is required if STATE and TENANT orally agree to an entry for agreed repairs, improvements or services, if the date and time of entry are within one week of the oral agreement.

19. **Extended Absence**. TENANT will notify STATE in advance if the RESIDENCE will be vacant for more than 30 consecutive days. Without limiting the provisions of Section 18, during any such absence, STATE or representatives of STATE may enter the RESIDENCE as reasonably necessary for inspection or to maintain or repair the RESIDENCE.

20. Termination. STATE may terminate this Agreement upon the failure of TENANT, any other Authorized Occupant, guest or invitee to comply with any term of this Agreement with appropriate notice to TENANT and procedures as required by law. If occupancy is not required as a condition of employment of EMPLOYEE, then STATE or TENANT may terminate this Agreement for any reason by giving 30 days' written notice to the other (or 60 days' written notice by STATE to TENANT if required by law).

21. Assignment; Subletting. The RESIDENCE is only for the use of TENANT, the other Authorized Occupants, and TENANT's guests permitted under this Agreement. TENANT shall not sublet all or any part of the RESIDENCE, or assign or transfer this Agreement or any interest in it. Neither shall TENANT rent the RESIDENCE or any part of it for short-term stays of any duration, including but not limited to vacation rentals. Any subletting, assignment, rental or other transfer shall be void and shall terminate this Agreement.

22. Disclosures. STATE makes the following disclosures concerning the RESIDENCE [check all of the following that are applicable]:

☐ **Lead Warning Statement**: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. In accordance with federal law, STATE gives and TENANT acknowledges receipt of [the disclosures on the form attached as Exhibit B and] a federally approved lead pamphlet. [Use lead disclosure forms available at **www.epa.gov/lead/.]**

☐ **Former Military Use Statement**: The RESIDENCE is located within one mile of an area once used for military training purposes and may contain potentially explosive munitions.

☐ **Pest Control Treatment Statement**: STATE has entered into a contract for periodic pest control treatment of the RESIDENCE and prior to entering into this Agreement has given TENANT a copy of the notice originally given to STATE by the pest control company.

☐ **Asbestos Containing Materials Statement**: Asbestos may be found in properties built before 1981. Asbestos is a mineral fiber that occurs naturally in our environment; in rock and in soil. Because of its fiber strength and heat resistance, asbestos has traditionally been used in a variety of building construction materials, as insulation and as a fire retardant. Activity that disturbs asbestos causes small asbestos fibers to float in the air. Inhaling these fibers leads to asbestos-related diseases. Three of the major health effects associated with asbestos exposure are lung cancer; mesothelioma, a rare form of cancer that is found in the thin lining of the lungs, chest, abdomen and heart; and asbestosis, a serious progressive, long-term, non-cancer disease of the lungs. STATE gives and TENANT acknowledges receipt of the disclosures regarding asbestos

discovered or suspected of being present on the RESIDENCE, on the form attached as Exhibit C.

☐ **Methamphetamine Contamination Statement**: Prior to signing this Agreement, STATE has given TENANT a notice that a health official has issued an order prohibiting occupancy of the RESIDENCE because of methamphetamine contamination. Copies of the notice and order are attached as Exhibit D.

☐ **Death in The Unit Statement**: Within the last three years an occupant of the RESIDENCE died within the RESIDENCE.

☐ **Potential Health Risks from Exposure to Mold**: Prior to signing this Agreement, STATE has given TENANT a copy of the California Department of Public Health factsheet, "Mold or Moisture in My Home: What do I Do?". [Use current factsheet available at http://www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx]

☐ **Material Conditions**: TENANT acknowledges receipt of the following disclosures regarding material conditions known to STATE affecting the RESIDENCE: _____

_____

_____

[provide description of *any significant, unusual or special requirements or circumstances applicable to the RESIDENCE*. Some examples are septic/well and associated use and maintenance requirements, lack of mail delivery, availability or cost of internet and other technology services, limited or no safety/emergency response, history of power outages, noise, flood or fire risks, etc.]

23. **Megan's Law Database Disclosure**. 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 www.meganslaw.ca.gov. 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. STATE is not required to check this website. If TENANT wants further information, TENANT should obtain information directly from www.meganslaw.ca.gov.

24. **Damage to RESIDENCE**. TENANT shall promptly report any damage to the RESIDENCE in writing to STATE. If the RESIDENCE is totally or partially damaged or destroyed by fire, flood, earthquake, accident or other casualty that makes the RESIDENCE either totally or partially uninhabitable, STATE may terminate this Agreement as of the date of the casualty by giving written notice to TENANT.

    If the RESIDENCE is totally or partially damaged or destroyed by TENANT, any other Authorized Occupant, guest or invitee, TENANT shall be responsible for all losses, including without limitation the cost to repair, or remove and replace the damaged or destroyed RESIDENCE. The obligations of TENANT under this Section 24 shall survive the expiration or termination of TENANT's occupancy under this Agreement.

25. **Insurance**. TENANT accepts full financial responsibility for any loss or damage to personal property and vehicles belonging to TENANT, any other Authorized Occupant, guest or invitee, caused by theft, vandalism, fire, flood, earthquake or any other cause. STATE provides no insurance, and assumes no liability, for any such loss or damage**. STATE recommends that TENANT obtain TENANT's own insurance (renter's insurance) from a recognized insurance firm to protect TENANT from any such loss or damage.**

26. **Indemnity**. This Agreement is made upon the express condition that STATE is to be free from all liability and claims for damages by reason of any injury (including death) to any person or persons, including TENANT and any other Authorized Occupant, guest or invitee, or damage to or loss of property of any kind whatsoever and to whomsoever belonging, including TENANT and any other Authorized Occupant, guest or invitee, from any cause or causes whatsoever while in, upon, or in any way connected with or adjacent to the RESIDENCE during the term of this Agreement or any occupancy hereunder, except those arising out of the sole negligence or willful misconduct of STATE. TENANT shall report all injuries and losses in writing to STATE immediately upon discovery. TENANT agrees to defend, indemnify and hold harmless STATE of and from any and all claims, liabilities, losses, costs, expenses, damages or obligations on account of or arising out of any such injury, damage or loss, however occurring. The obligations of TENANT under this Section 26 shall survive the expiration or termination of TENANT's occupancy under this Agreement.

27. **Surrender; Abandoned Property**. Upon the Termination Date, TENANT shall vacate and surrender the RESIDENCE to STATE, empty of all persons, clean, free of debris, and in as good condition as existed on the Commencement Date, ordinary wear and tear excepted; return all keys to the RESIDENCE to STATE and give STATE written notice of TENANT's forwarding address.

    State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. TENANT may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner TENANT contacts STATE.

28. **Attorneys' Fees**. In any action or proceeding arising out of or to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

29. **Notices**. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier or United States mail, postage prepaid, to the addresses set forth below.

    All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed as provided above, on the date of receipt or rejection, if that date is Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time,

so long as such day is not a State of California or federal holiday, and otherwise on the next business day.

The addresses for notice are as follows:

To TENANT: _____
Address _____
City, State & Zip _____
Telephone _____

To STATE: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
Region/Program _____
ATTN _____
Address _____
City, State Zip _____
Telephone _____

With a copy to: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
Business Management Branch
ATTN State Owned Housing Coordinator
Address 1700 9th Street
City, State Zip Sacramento, CA 95811
Telephone (916) 445–5111

TENANT is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice. The address(es) to which notices shall be given to either party may be changed by written notice given by the subject party to the other party as provided in this section.

The person(s) identified below are authorized to accept service of process on behalf of STATE at the address specified below:

California Department of Fish and Wildlife
Business Management Branch
Manager II
1700 9th Street
Sacramento, CA 95811
(916) 445–5111

30. Waiver. No waiver shall be valid unless it is given in writing and signed by STATE. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

31. Consent by STATE. Wherever this Agreement requires the consent or approval of STATE to a use, act or activity of TENANT, such consent shall be requested and given (if at all) only in writing. Any consent by STATE may be given upon and subject to such conditions as STATE

may reasonably require. The person(s) authorized to provide consent or approval on behalf of STATE shall be [*specify, e.g., the Regional Manager or his or her designee*].

32. **Time of Essence; Interpretation**. (a) All understandings of the parties regarding the RESIDENCE are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement regarding the RESIDENCE and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. If any provision in this subsection (a) is in conflict with a Memorandum of Understanding (MOU) or Local and/or Statewide Agreement, this subsection (a) shall not prevail as it relates to the specific represented group.
(b) Time is of the essence of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will nevertheless be given full force and effect. The headings of this Agreement shall have no effect upon the construction or interpretation of any of its provisions. This Agreement is subject to California landlord-tenant law and shall incorporate any changes required by new or amended laws.

33. **Appropriations**. Nothing in this Agreement shall obligate STATE to expend funds in excess of valid appropriations then available for such purpose.

34. **Changes**. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in a writing signed by STATE and TENANT.

35. **Joint and Individual Obligations**. If TENANT is more than one person, each person shall be individually and completely responsible for the payment of rent and performance of all other terms of this Agreement, jointly with every other TENANT, as well as individually.

36. **Employment as Condition of Occupancy**. By signing below, EMPLOYEE and each ADDITIONAL OCCUPANT acknowledges that his or her occupancy of the RESIDENCE, and that of the other Authorized Occupants, is only for the term of EMPLOYEE's employment with STATE at the Facility named on Page 1 and is subject to earlier termination as provided in Sections 20 and 24. TENANT agrees that, unless terminated sooner according to the terms of this Agreement, the tenancy created by this Agreement shall terminate on the same date that EMPLOYEE's employment with STATE at the Facility ends, and that no notice of such termination shall be required.

37. **Counterparts**. This Agreement and any modification may be signed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same writing.

38. **Exhibits**. The following exhibits are attached to this Agreement and incorporated herein by reference:

- ☐ State-Owned Housing Checklist
- ☐ Attachment "1" – Site Plan of RESIDENCE
- ☐ Exhibit A – Residence Inspection Checklist (DFW 1026)

☐ [*if applicable:* Exhibit B – Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards]

☐ [*if applicable:* Exhibit C – Disclosure of Information on Asbestos Containing Materials]

☐ *[if applicable:* Exhibit D – Disclosure of Information on Methamphetamine Contamination]

☐ Possessory Tax Acknowledgement Form

☐ State Controller's Income Reporting and Possessory Interest Tax Reimbursement Form (DFW 1037)

☐ Taxable Fringe Benefit Notice/Designation (DFW 1116)

☐ Smoke Detector/Cabon Monoxide/Fire Extinguisher Form (DFW 1109)

☐ [*if applicable:* Duty Statement with Occupancy Requirement Language]

☐ Special Circumstances Disclosure (DFW 633)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Name: Employee (Please print)	**Employee Signature:**	**Date:**
Name: Additional Occupant (Please print)	**Additional Occupant Signature:**	**Date:**
Name: Additional Occupant (Please print)	**Additional Occupant Signature:**	**Date:**
Name: Additional Occupant (Please print)	**Additional Occupant Signature:**	**Date:**
State of California **Department of Fish and Wildlife**	**CDFW Regional Manager Signature** **By** _____ **Name** _____ **Title** _____	**Date:**

PRIVACY STATEMENT

The Information Practices Act of 1977 (Civil Code section 1798.17) and the Federal Privacy Act (Public Law 93-579) require that the following notice be provided when collecting personal information from individuals.

Agency Name: California Department of Fish and Wildlife (CDFW)

Divisions Responsible for Maintenance: The State-Owned Housing Unit, Facility, Regional Office, and Accounting Services Branch within CDFW.

Contact: Upon request, information about the location of records and the categories of any persons who use the information in those records is available from the California Department of Fish and Wildlife, Human Resources Branch Chief, 715 P St. Street, 16th Floor, Sacramento, CA 95814, (916) 654 - 4571.

Authority: The rental of state-owned housing to employees is governed by Government Code section 19822 and California Department of Human Resources Policy 2301.

Purpose: The information you furnish will allow CDFW to rent, and administer its rental of, state-owned housing to you. Personal information provided by you is considered confidential and will not be released unless required by statute or court order.

Other Information: While your residence address and telephone number are voluntary information under Civil Code section 1798.17, the absence of this information will prevent CDFW from renting state-owned housing to you.