SAMPLE LEASE CLAUSE AGREEMENT FOR SB 1383

**Parties:**

This Agreement is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Tenant) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Landlord/Property Manager/Owner). Each Tenant is jointly and severally liable for sorting recyclable and compostable items from landfill/garbage pertaining to California Senate Bill 1383 and all other terms of this Agreement.

**Term:**

For the entirety of the lease, executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Tenant is required to properly dispose of landfill/garbage, recyclables, and compostable materials.

The Landlord/Property Manager/Owner is responsible for providing information about how to properly recycle and compost, including where bins are located on site and what materials are accepted in each container, within fourteen (14) days after move in and within fourteen (14) days before move out. Tenant is responsible to find out which materials are considered landfill/garbage, recyclable, or compostable if questions arise during tenancy. The Landlord/Property Manager/Owner is responsible for acting as a resource for the Tenant should any questions arise.

**Tenant’s Responsibilities and Duties:**

Tenant shall make every effort to:

1. *Acquire the necessary indoor sorting bins or containers to separate landfill/garbage, recyclables, and compost.*
2. *Actively separate materials into landfill/garbage, recycling, and compost.*
3. *Not place any materials inside landfill/garbage containers considered recyclable or compostable.*
4. *Not place any materials inside recycling containers considered landfill/garbage or compostable.*
5. *Not place any materials inside compost containers considered landfill/garbage or recycling.*
6. *Not place any hazardous waste, bulky items, or electronic waste inside landfill/garbage, recycling, or compost containers.*
7. *Not place any items outside landfill/garbage, recycling, or compost containers, except for notifying the Landlord/Property Manager of bulky, electronic, or hazardous waste pickup on a specific date as coordinated and available by the Property.*

**Tenant acknowledges receipt of executed copy of this Lease Clause.**

Landlord/Property Manager/Property Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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