

Disclaimer of Liability and Legal Responsibility

PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING OR RELYING ON ANY MATERIALS ON THIS WEBSITE.

This website, achprc.org, is operated by the [Alameda County Rental Housing Resource Center], a public resource center serving residents of the unincorporated areas of Alameda County, California. The purpose of this website is to provide **free, general, and educational information**, including sample forms, letters, and templates related to housing, landlord-tenant matters, and real estate. **Nothing on this site constitutes legal advice, legal services, or a substitute for professional consultation with a licensed attorney.**

1. No Legal Advice or Attorney-Client Relationship

The documents, templates, and other materials made available on this website are provided **for informational and educational purposes only**. They are **not tailored to your specific legal needs or circumstances** and do **not constitute legal advice or legal services**. **Use of this website does not create an attorney-client relationship** between you and Alameda County, this website, departments, employees, or affiliates.

You are **strongly encouraged to consult with a qualified California-licensed attorney** before relying on or using any materials from this site in connection with your personal legal matters. Legal outcomes vary widely depending on individual facts and circumstances. The Resource Center **disclaims any and all liability** for your use of the materials without legal counsel.

2. Use at Your Own Risk

By downloading, using, modifying, or relying on any form, letter, template, guide, or other content from this website, you do so **entirely at your own risk**. You are solely responsible for ensuring that any material you use is **accurate, complete, up to date, and appropriate** for your individual situation.

The materials provided may not reflect recent changes in applicable laws, regulations, or court decisions in **California or Alameda County**. **No guarantee is made that any document or information provided here is compliant with current law or suitable for your intended purpose.**

3. No Expertise or Warranties

The County, its departments, and its staff do not claim to be attorneys, real estate experts, or legal advisors. All materials are offered **“as is,” without warranty of any kind, express or implied**, including but not limited to any warranties of merchantability, fitness for a particular purpose, legal effect, or accuracy.

The County makes **no representation or warranty** that use of the materials will result in a successful outcome, compliance with the law, or prevention of disputes or litigation.

4. Not a Substitute for Legal Counsel

Each user's situation is unique. The forms and templates provided are **not a substitute for individualized legal review and customization**. You must ensure that any document you choose to use is reviewed and tailored by your own attorney to fit the **facts of your case, the applicable law, and the procedural requirements of your jurisdiction**.

5. Limitation of Liability

To the fullest extent permitted by law, [**Alameda County**], **its officials, officers, employees, and agents shall not be liable** for any loss, injury, claim, liability, or damage of any kind resulting from your use of or reliance upon any content, form, template, or other material available on this website. This includes, without limitation, **any direct, indirect, incidental, consequential, or punitive damages**, even if advised of the possibility of such damages.

6. No Endorsement or Guarantee

The inclusion of any external links, references, or sample documents does not constitute an endorsement by Alameda County or any guarantee of their validity, quality, or applicability.

Acceptance of Terms

By using this document, the achprc.org website, and/or downloading any materials from it, you acknowledge that you have read, understood, and agreed to this disclaimer. If you do not agree with any part of this disclaimer, you must not access or use this website or any of its content.

For legal advice or representation, please contact a licensed attorney familiar with **California law and Alameda County housing regulations**.

SECURITY DEPOSIT HANDLING INSTRUCTIONS (Given at Move-In)

[Landlord or Property Manager Letterhead]

Date: [Insert Date]

To:

[Tenant Name(s)]

[Rental Property Address]

[City, State, Zip Code]

Security Deposit Handling and Return Policy

Dear [Tenant Name(s)],

In accordance with **California Civil Code § 1950.5**, the following terms govern the handling, use, and return of your security deposit.

Amount and Purpose

- **Security Deposit Amount Collected:** \$ _____
- **Purpose:**
 - To remedy any unpaid rent, late fees, or other lawful charges;
 - To repair damages beyond normal wear and tear;
 - To clean the rental unit if necessary to restore it to the same level of cleanliness as at move-in, less normal wear and tear;
 - To replace or repair missing or damaged personal property provided with the rental (e.g., appliances, furniture, fixtures).

Handling and Return

- Your security deposit is held in a trust account and may not be commingled with operating funds.
- Within **21 calendar days** after you vacate and return possession of the rental unit:
 - You will receive either:
 - (a) A full refund; **or**
 - (b) A written itemization of deductions and the remaining balance (with receipts for work exceeding \$125).

Deductions Permitted by Law

Deductions may only be made for:

- Unpaid rent;
- Cost of cleaning beyond normal wear and tear;
- Repair of damage beyond normal wear and tear;
- Replacement cost of missing property;
- Other lawful amounts expressly agreed upon in your Lease.

Normal wear and tear (e.g., minor carpet wear, small nail holes, light scuff marks) **is not deducted**.

Forwarding Address

To ensure proper delivery of your security deposit statement, you must provide a valid forwarding address prior to or at move-out.

If you have any questions about your security deposit, please contact [Insert Contact Name and Phone/Email].

Sincerely,

[Landlord/Manager Name]

[Title]

On behalf of [Owner/Association Name]