

4. If Landlord has not received any Rent payment within five (5) days after it is due under Section 3 above of this Lease, Tenant shall pay a late charge of five percent (5%) of the amount due following its due date. Landlord and Tenant agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Landlord in the event Tenant makes a late payment of Rent, and that the above charge represents a reasonable approximation of the damages Landlord is likely to suffer from a late payment. Landlord and Tenant further agree that this provision does not establish a grace period of the payment of Rent and that Landlord may give Tenant a three-day written notice to pay or quit the Leased Premises in accordance with Code of Civil Procedure §1161(2) at any time after the payment is due.

Tenant's Application

5. Tenant acknowledges that in connection with the leasing of the Leased Premises, the Tenant has provided Landlord with an application dated xxxxxxxxxx, a copy of which is attached hereto as Exhibit A. Tenant agrees that any material misrepresentation or omission made by Tenant on the application constitutes a noncurable default under this Lease.

Inventory

6. Tenant acknowledges that in connection with the leasing of the Leased Premises, the Tenant has been provided with a copy of an initial inventory and inspection dated xxxxxxxxxx showing the condition of the Leased Premises including, but not limited to, any and all furniture, fixtures and appliances such as the dishwasher, light fixtures, plumbing fixtures, kitchen cabinets, floors, and tile work that were leased to Tenant as a part of the Leased Premises as of the date that Tenant takes possession of the Leased Premises. It is hereby agreed and understood by the parties that Tenant is solely responsible for maintaining all items in the inventory and inspection in the same condition as when Tenant takes possession of them excluding normal wear and tear. It is also expressly understood that any and all damages occurring beyond normal wear and any and all repairs required to restore said items to the original condition when possession was taken will be charged to Tenant. A true and correct copy of the initial inventory and inspection is attached hereto and incorporated by reference as Exhibit B.

Security Deposit

7. On execution of this Lease, Tenant shall deposit with Landlord, a security deposit of Two Thousand Dollars (\$2,000.00). Landlord will hold this security deposit for the faithful performance by Tenant of her obligations under this Lease and for the cleaning and repairing of the Leased Premises and/or any items covered under the initial inventory and inspection described herein after surrender by Tenant. Landlord agrees to hold the security deposit for Tenant, free from the claim of any creditor of Landlord. Landlord will return to Tenant, the full amount of the deposit within two (2) weeks after Tenant has vacated the Leased Premises, less any amounts that are reasonably necessary to remedy any defaults in the payment of Rent by Tenant, to repair damages to the Leased Premises and/or any items included under the initial inventory and inspection caused by Tenant or Tenant's guests other than ordinary wear and tear, and to clean the Leased Premises. At the time Landlord returns the deposit to Tenant, Landlord will furnish Tenant will an itemized written statement of the amount of the security deposit received, the charges made by Landlord against the security deposit, and the disposition made or to be made of the security deposit. It is agreed to and understood between the parties that under no circumstances shall the security deposit be used to pay for Tenant's final rental payment upon termination of this Lease.

Utilities

8. Tenant agrees to pay all charges for all utilities including, electricity, gas, water, garbage disposal, and telephones used in or on the Leased Premises during the Term of this Lease. Tenant shall make payments for these utilities directly to the utility companies.

Occupancy of Leased Premises

9. Except as otherwise provided for in this Section, only that person referred to in this Lease as "Tenant" (and any other person set forth under Section 1 above) will occupy the Leased Premises. The person referred to as "Tenant" shall execute this Lease. It is expressly understood that this Lease is between Landlord and each Tenant signatory, individually and severally. In the event of default by any one signatory, the remaining signatory shall be responsible for timely payment of Rent and all other provisions of this Lease. Tenant may have up to two (2) guests on the Leased Premises at any one time. A person shall be considered a "guest" for these purposes if he or she occupies the Leased Premises for twenty (20) or fewer consecutive days. No other person shall be permitted to reside in the Leased Premises for a period longer than twenty-one (21) days except with the prior written approval of Landlord.

Use of Leased Premises

10. Tenant agrees that the Leased Premises are to be used exclusively as a single-family residence. Tenant must obtain Landlord's prior written consent before keeping pets (or permitting pets to be kept) on the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Tenant shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises. Further, Tenant shall not do or permit anything to be done in or about the Leased Premises or bring or keep anything in the Leased Premises that will, in any way, increase the existing rate of or affect any fire or other insurance on the house or any of its contents, or cause a cancellation of any insurance policy covering the house or any part of it or any of its contents. Finally, Tenant shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises.

Condition of Leased Premises

11. Except as set forth in this Lease, Tenant agrees that as of the delivery of possession, the Leased Premises are in good working order and repair. Furthermore, Tenant accepts possession of the Leased Premises in its "AS IS" condition and configuration and accepts the items contained in the inventory and inspection in the condition noted on such inventory and inspection. Landlord may, at any time prior to Tenant's entry into possession, give Tenant a detailed inventory of furniture, fixtures, and furnishings in the Leased Premises and Tenant shall be deemed to have possession of all the furniture, fixtures, and furnishings in good condition and repair unless, Tenant objects in writing within five (5) days after receipt of the inventory.

Maintenance, Alterations, and Repairs by Tenant

12. The parties hereto agree that the following provisions govern all maintenance, alterations, and repairs of the Leased Premises by Tenant:

(a) Tenant shall make no alterations to the Leased Premises without the prior written consent of the Landlord. Any alteration made to the Leased Premises by Tenant after that consent has been given and any fixtures installed as a part of that work, will, at Landlord's option, become the Landlord's property on the expiration or earlier termination of this Lease;

provided, however, that Landlord shall have the right to require Tenant to remove any fixtures at Tenant's cost on termination of this Lease.

(b) Tenant shall notify the Property Manager of any need for repairs to the roof, structure, exterior plumbing and electrical systems (excluding plug in appliances such as the dishwasher.) Tenant shall notify the Property Manager of any and all discoloration or mold or bubbling paint appearing within the Leased Premises that may indicate a leak within the interior walls of the Leased Premises. Tenant shall notify the Property Manager of any and all interior plumbing fixtures even though it is the responsibility of the Tenant to repair interior plumbing so that Property Manager can ensure that water leaks do not exist in supplying pipes and/or drainage pipes. If the Property Manager fails to repair or arrange for the repair of the condition within a reasonable time (not exceeding thirty [30] days) and good cause does not exist such as weather conditions which would prohibit Property Manager from making the necessary repairs, Tenant may make the repairs or arrange for them to be made and deduct the cost of the repairs, provided that Tenant does not deduct more than the equivalent of one month's Rent. In the event that Tenant makes any such repairs, Tenant must within ten (10) days of written request by Property Manager, supply a copy of any and all invoices and/or working papers supplied for the repairs.

(c) Tenant shall, at Tenant's own expense and at all times, maintain the Premises in good working order and repair including, all equipment, appliances whether plug in or not, furniture, fixtures including but not limited to the new hard wood kitchen cabinets, hard wood flooring, bathroom vanities, floor and wall tile work; and shall surrender the Premises at the time the Lease is terminated in as good condition as received, normal wear and tear excepted. Tenant is expected to maintain the new hardwood flooring throughout the Leased Premises with the use of a swiffer (or equivalent brand) floor cleaner or hoover hard floor wet vacuum, and a hardwood floor solution specifically designed for hardwood floors. Tenant is expected to maintain the new hardwood kitchen cabinets throughout the Leased Premises with the use of a non abrasive wood furniture polish, which is specifically designed for wood furniture, and a soft 100% cotton cloth. Tenant shall be responsible for damages caused by Tenant's negligence and that of Tenant's family, invitees, and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the Premises without the prior written consent of the Landlord. Tenant shall not commit or allow any person to commit any act resulting in the destruction,

defacement, damage, impairment, or removal of any part of the Premises including, walls, ceiling, and floor coverings, and fixtures of the Premises. In addition, Tenant shall not permit any party to record a lien against the Leased Premises for repair work (material man's work) that has been provided to the Leased Premises under this Lease.

Entry by Landlord and/or Property Manager

13. Landlord and/or Landlord's property manager may enter the Leased Premises only under the following circumstances:

- (a) In case of emergency.
- (b) To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed upon services; or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (c) If Tenant abandons or surrenders the Leased Premises.
- (d) Pursuant to a court order.
- (e) To make an inspection of the Leased Premises which shall take place every six (6) months during the lease Term.

Landlord will give Tenant at least twenty-four (24) hours' prior notice of Landlord's intent to enter unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the Leased Premises, or (3) it is impracticable to do so.

Locks and Keys

14. Tenant may not change or add any lock to the Leased Premises without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock.

Assignment and Subletting

15. Tenant shall not assign this Lease or any interest under this Lease or sublet the Premises or any portion of the Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld. The Landlord's consent shall not be deemed unreasonably withheld for any reasonable objection including, but not limited to, the following: (a) the proposed assignee or subtenant does not have the financial ability or stability to carry out the tenant's obligations under this Lease; (b) the proposed assignee or subtenant would change the use of the Premises; (c) the proposed assignee or subtenant has a poor credit history or a poor

history with previous landlords; or (d) the proposed assignee or subtenant does not satisfy the standards then used by Landlord for approving tenants for the Premises.

Default by Tenant

16. Landlord and Tenant agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Tenant of a condition, covenant, or provision of this Lease will constitute a material breach. For any material breach by Tenant, Landlord may provide Tenant with a written three (3) day notice that described the breach and demand that Tenant cure the default (if a cure is possible.) If Tenant does not cure the default within the three (3) days or, if a cure is not possible, then this Lease will be terminated. Termination of this Lease for a breach by Tenant will not occur unless the events described in this Section occur.

Remedies

17. If Tenant defaults, Landlord may elect to (a) continue the Lease in effect and enforce all of Landlord's rights and remedies under this Lease including, the right to recover the rent as it becomes due or (b) at any time, terminate all of Tenant's rights under this Lease and recover from Tenant, all damages Landlord may incur by reason of the breach of the Lease including, the cost of recovering the Premises and including, the worth at the time of termination or at the time of an award if suit is instituted, to enforce this provision of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that the Tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Lease or by law, Landlord shall have the remedies as set forth in Civil Code §§1951.2 and 1951.4.

Indemnification

18. Landlord shall not be liable for any damage or injury to Tenant or any other person or to any property occurring on the Leased Premises unless, the damage is the proximate result of the gross negligence or willful misconduct of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to indemnify, defend, and hold harmless Landlord for any liability, costs (including, reasonable attorney's fees,) or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission to act of Tenant or Tenant's guests, or invitees. Each party waives the right of subrogation against the other party.

Abandoned Property

19. If Tenant abandons or surrenders the Premises, Landlord may consider any personal property left on the Premises to be abandoned and may dispose of it in any manner allowed by law. If Landlord reasonably believes that the abandoned personal property has a total resale value of less than Three Hundred Dollars (\$300.00), then Landlord may keep the personal property for Landlord's use or otherwise dispose of it in accordance with law. All personal property on the Premises is made subject to a lien in favor of Landlord for the payment of all sums due under this Lease to the maximum extent allowed by law.

Holding Over

20. Any holding over after expiration of the Lease with the consent of Landlord shall be construed as a month-to-month tenancy in accordance with the terms of this Lease as applicable. Rent due and payable by Tenant during any hold over period shall be set at one hundred fifty percent (150%) of the rent due and payable through the last month of the lease term.

Notices

21. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed to be served when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows unless the notification and/or communication is directed to the Property Manager and in that event, such notification and/or communication shall be as indicated below:

If to Tenant: XXXXXXXXXXXXXXXXXXXX

If to Landlord: XXXXXXXXXXXXXXXXXXXX

If to Property Manager:

 First: XXXXXXXXXXXXXXXXXXXX

 Second: XXXXXXXXXXXXXXXXXXXX

Whether Tenant elects to communicate and/or notify Property Manager as provided above under the First or Second alternative, Tenant is required to describe orally or in writing the problem or repair required as well as a time frame as to when the problem began.

Time of Essence

27. Time is expressly declared to be of the essence in this Lease.

Sole and Only Agreement

28. This Instrument is the full, complete, sole, final, and exclusive agreement of the parties concerning the matters covered by this Agreement and the rights granted and duties undertaken as between the parties. There is no other agreement between the parties respecting the subject matter of this Agreement or the rights, duties, promises, and undertakings of the parties. Any statement, non binding letter of intent, representation, promise, or undertaking made prior to or contemporaneously with the execution of this Agreement shall be void and of no effect, or to be held to have merged or been superseded by the terms and conditions of this Agreement. Any statement, promise, or representation made to or by any party, or made to or by an employee, attorney, servant, agent, or representative of any party, respecting the matters set forth in this Agreement shall not be valid or binding as to these parties unless it is specifically contained in this Agreement. Any oral representation, modification, or change concerning this Agreement, or the terms or conditions of this Agreement, shall be of no force and effect, except for a subsequent modification in writing and signed by the parties to this Agreement.

Exhibits

29. All attached exhibits are incorporated in this Lease by reference.

Joint and Several Liability

30. If Tenant is more than one person, each person shall be jointly and severally liable for the performance of Tenant’s obligations under this Lease.

Gardening Services

31. Commencing on xxxxxxxxxx gardening services for the Leased Premises shall be provided by a company of Landlord’s choosing. The weekly gardening services shall be provided on Saturdays of each week unless otherwise agreed to by Landlord and Tenant in advance. It is understood and agreed that Tenant must keep her Dogs in the house or garage on the day and at the time each week while gardening services are being provided to the Leased Premises and away from the areas accessed by the gardeners and gardening service. Furthermore, it is understood and agreed that Tenant shall remove all dog feces from the areas accessed by the gardeners and gardening service prior to the scheduled day when the gardening services are to be provided. An additional sum in the amount of Twenty Five Dollars (\$25.00)

will be assessed to Tenant as additional rent for feces not removed from the accessed areas prior to the scheduled gardening day.

In addition, it is expressly agreed that Tenant shall not in any way whatsoever change, disconnect or adjust the times or settings on the sprinkler system installed at the Leased Premises.

Executed on xxxxxxxxxxxxxxxxxxxx at Fremont, Alameda County, California.

LANDLORD

Dated: xxxx

TENANT

Dated: xxxx

EXHIBIT A
(Tenant's Application)

EXHIBIT B
(Initial Inventory and Inspection)