

## FIXED-TERM RESIDENTIAL LEASE

- 1. Identification of Landlord and Tenant.** This Agreement is made and entered into on <<DATE>>, <<TENANT>>("Tenant") and Mission Court Apartments ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.
- 2. Identification of Premises and occupants.** Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at Unit #<<APT#>>, 460 North First Street, San Jose, California 95112 ("the premises"). The premises shall only be occupied by the undersigned Tenant.
- 3. Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenant listed in Clause 1 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.
- 4. Defining the Term of the Tenancy.** The term of the rental shall begin on <<DATE>>, and shall expire on <<DATE>>. Should Tenant vacate before expiration of the term, Tenant shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-rent. Tenant who vacates before expiration of the term is also responsible for Landlord's costs of advertising for a replacement Tenant.
- 5. Amount and Schedule for the Payment of Rent.** Tenant shall pay to Landlord a monthly rent of \$<<RENT>>, payable in advance on the 1st (first) of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid to Mission Court Apartments at 460 North First Street in the drop-box provided there, or at such other place as Landlord shall designate from time to time. The form of payment must be a personal check or any type of certified payment. Tenant understands that Landlord will not accept payment in cash excepting times required by law.
- 6. Late Charges.** Tenant shall pay Landlord a late charge if Tenant fails to pay the rent in full within 4 (four) days after the date it is due. The late charge shall be \$50 (fifty dollars). Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
- 7. Returned Check and Other Bank Charges.** In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant shall pay Landlord a returned check charge in the amount of \$25 (twenty-five dollars).
- 8. Amount and Payment of Deposits.** The full security deposit agreed to by Tenant and Mission Court Apartments shall be \$<<DEPOSIT>>. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last period of rent or to any other sum due under this Agreement. Within three weeks after Tenant has vacated the premises, Landlord shall furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; and (3) clean the premises if necessary. Under local law, no interest payments are required on security deposits.
- 9. Utilities.** Tenant shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: water, trash.
- 10. Prohibition of Assignment and Subletting.** Tenant shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.
- 11. Condition of the Premises.** Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or any guests or invitees through misuse or neglect.

Tenant acknowledges examination of the premises, and have found them to be in good, safe and clean condition and repair, except as noted in an attached Amendment to this lease.

- 12. Possession of the Premises.** If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Landlord.
- 13. Pets.** No animal, bird or other pet shall be kept on the premises, except properly trained dogs needed by blind, deaf or physically disabled persons.
- 14. Landlord's Access for Inspection and Emergency.** Landlord or Landlord's agents may enter the premises in the event of an emergency to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises, or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 5:00 p.m.
- 15. Extended Absences By Tenant.** Tenant agrees to notify Landlord in the event that Tenant will be away from the premises for 7 (seven) consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- 16. Prohibitions Against Violating Laws and Causing Disturbances.** Tenant and guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other Tenant or nearby resident.
- 17. Repairs and Alterations.** Except as provided by law or as authorized by the prior written consent of Landlord, Tenant shall not make any repairs or alterations to the premises. Tenant shall not alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Landlord and Tenant agree that maintenance problems shall be reported to the maintenance manager in writing and in a timely fashion.
- 18. Damage to the Premises.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:
- a. If the premises are totally damaged and destroyed, Landlord shall have the option to: (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement shall expire and all of Tenant's rights pursuant to this Agreement shall cease.
  - b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenant must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of Tenant's rights pursuant to this Agreement shall terminate at the option of either party.
  - c. In the event that Tenant or the Tenant's guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
  - d. Landlord shall not be required to repair or replace any property brought onto the premises by Tenant.
- 19. Tenant' Financial Responsibility and Renters' Insurance.** Tenant agree to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.
- 20. Waterbeds.** Tenant has permission to keep water-filled furniture on the premises, pursuant to the attachment Agreement Regarding the use of Waterbed, which may be incorporated into this Agreement.

**21. Tenant Rules and Regulations.** Tenant acknowledges understanding and agreement to the Tenant rules and regulations, which are listed below and incorporated into this Agreement.

1. New rules and regulations or amendments to these rules may be adopted by Landlord upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Tenant rights. They will not be unequally enforced. Tenant is responsible for the conduct of guests and the adherence to these rules and regulations at all times.
2. Tenant shall not make or allow any disturbing noises in the unit by Tenant, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons. The activities and conduct of Tenant, Tenant's guests and minor children of Tenant or guests, outside of the unit on common grounds or parking area must be reasonable at all times and not annoy or disturb other persons.
3. All musical instruments, television sets, stereos, radios, computers, etc., are to be played at a volume which will not disturb other persons.
4. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas between the hours of 10p.m. and 8a.m.
5. The laundry facilities may not be used during this quiet time between 10p.m and 8a.m. because of its proximity to some Tenant's bedrooms.
6. The unit must be kept clean, sanitary and free from objectionable odors.
7. Tenant shall assist management in keeping the outside and common areas clean. No littering of papers, cigarette butts or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
8. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers. Items too large to fit in the trash containers should be placed neatly near the container.
9. Tenant and guests shall not park in the rear driveway at any time, with the exception of parking in the marked loading zone. Tenant and guests shall not park in the loading zone longer than 15 minutes, or reasonable time necessary to load or unload belongings.

**22. Payment of Attorney Fees In a Lawsuit.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**23. Authority to Receive Legal Papers.** Tenant will deliver any service of process or other notices and demands to Landlord at: <<OWNER ADDRESS>>.

**24. Additional Provisions.** Additional provisions or Amendments to this lease may be attached and incorporated into this agreement.

**25. Entire Agreement.** This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

\_\_\_\_\_  
Landlord/Manager

\_\_\_\_\_  
Date

<<MANAGER>>  
460 North First Street  
San Jose, CA 95112  
(408)294-5675

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date