

# RESIDENTIAL LEASE/RENTAL AGREEMENT

(For use in the State of California)

## PARTIES:

LANDLORD: *SOUTH VALLEY CAPITAL, LLC*

TENANT(S): *TENANT NAME*

PROPERTY ADDRESS: ***PROPERTY ADDRESS***

1. RENTAL AMOUNT: Commencing \_\_\_\_\_ TENANT agrees to pay LANDLORD the sum of **\$00.00** per month in advance on the 1<sup>st</sup> day of each calendar month.

Said rental payment shall be delivered in advance on the 1<sup>st</sup> day of each calendar month by TENANT to LANDLORD or his designated agent to the following location:

*Direct Deposit into Landlords account at:  
Bank  
Routing- #  
Account- #*

*Or By Mailing said payment to:*

*South Valley Capital, LLC  
2340 Garden Road #100  
Monterey, CA 93940*

Rent must be actually received by LANDLORD, designated agent, or agreed upon bank account in order to be considered in compliance with the terms of this agreement.

2. TERM: The premises are leased on the following lease term: \_\_\_\_\_.

3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of *\$00.00* as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5.

TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

3.1 EARNEST MONEY: LANDLORD is in receipt of earnest money in the amount of \$0.00 of the deposit. If TENANT decides not to take occupancy for any reason, earnest money will not be returned. Earnest money is a show of good faith in honoring this agreement. The amount deposited will be subtracted from the total of the deposit.

4. INITIAL PAYMENT: TENANT shall pay the pro-rated rent amount of *\$00.00* and the security deposit in the amount of *\$00.00* less earnest deposit of \$0.00 for a total of *\$00.00*. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy. Each monthly rental amount from \_\_\_\_\_ for the duration of the lease term will be \$00.00.

5. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent shall be considered as occupying the premises in violation of this agreement.

6. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

7. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises with the following exception: None.

8. PARKING: TENANT may only park vehicles in the garage space that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not repair or paint in this space or at any other common area on the premises.

Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

Parking on landscaped areas on the property is not allowed.

9. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

TENANT shall be responsible for the ***Professional cleaning*** of home and any and all carpeting throughout the premises at time of move-out. A receipt of said Professional services must be given to the LANDLORD. If the cleaning is not performed by a Professional carpet/House cleaning service, then LANDLORD shall have House and carpets professional cleaned and deduct cost of cleaning from security deposit

TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

10. LANDSCAPING: LANDLORD will have irrigation system programmed to water lawn in accordance with the City's watering guidelines. TENANT shall not tamper with irrigation system. In the event TENANT disables/tampers with irrigation system that results in damage to lawn, fines will be incurred to TENANT. Upon move out inspection, landscaping should be in the same condition as it was upon move in.

TENANT acknowledges their responsibility for all maintenance required for the back yard. LANDLORD is responsible for all maintenance required for the front yard ONLY.

11. ALTERATIONS: TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent. TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

12. **LATE CHARGE/BAD CHECKS: A late charge of \$75.00 shall be incurred if rent is not paid by the 5<sup>th</sup> of every month.**

If rent is not paid when due and landlord issues a 'Notice to Pay Rent or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such

time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$20 for each check that is returned to LANDLORD because the check has been dishonored.

13. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

14. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests)

15. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.

16. PETS: No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent.

17. FURNISHINGS: No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.

18. INSURANCE: TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

19. TERMINATION OF LEASE/RENTAL AGREEMENT: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD.

Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice.

20. POSSESSION: If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either

party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

21. ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

22. UNLAWFUL ACTIVITIES: Tenants, members of the Tenant's household, and any other persons under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use of possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C.802)).

23. WAIVER: LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

24. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

25. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

26. NOTICES: All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail.

27. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the premises, all personal property left in the unit shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

28. ADDITIONAL RENT: All items owed under this lease shall be deemed additional rent.

29. APPLICATION: All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

30. ADDITIONAL TERMS: In the event that LANDLORD decides to sell the property, LANDLORD may terminate the Residential Lease Agreement by giving TENANT a written Sixty (60) Day Notice of Termination of Tenancy.

31. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

\_\_\_\_\_LANDLORD \_\_\_\_\_DATE

\_\_\_\_\_TENANT \_\_\_\_\_DATE

\_\_\_\_\_TENANT \_\_\_\_\_DATE

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS AGREEMENT. IF YOU DESIRE, CONSULT WITH AN ATTORNEY BEFORE ENTERING THIS AGREEMENT.