

Fixed-Term Residential Lease

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between:

_____ (Tenant)

_____ (Tenant)

_____ (Tenant)

_____ (Tenant)

and James Rothfuss (Landlord). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 3011 Corona, Davis, CA, (the premises), together with the following appliances: stove, refrigerator, dishwasher, clothes washer, and dryer.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenants listed in Clause 1 of this Agreement

Occupancy by guests for more than one week is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on September 1st, 2008, and end on August 31st, 2009. If, after signing this Agreement, Tenant vacates before the term ends, Tenant forfeits \$500 of the Security Deposit (see Clause 8) and will be liable for the balance of the rent until another tenant is found.

Clause 5. Payment of Rent

Regular monthly rent.

Tenant will pay to Landlord a monthly rent of \$1580, payable in advance on the first day 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 will be paid in the following manner unless Landlord designates otherwise:

- personal check made payable to James Rothfuss
- cashier's check made payable to James Rothfuss
- cash

Rent may be paid by mail, to

James Rothfuss
742 N M St
Livermore, CA 94551-4652

For the period from Tenant's move-in date September 1st, 2008, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$1580. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the seventh day after it's due, Tenant will pay Landlord a late charge of \$50, plus \$5 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$150. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If 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 will pay Landlord a returned check charge of \$30.

Clause 8. Security Deposit

a. Amount and Payment of Deposit

Tenant will pay to Landlord the total sum of \$1500 as a security deposit. Tenant will pay \$500 of the security deposit when this Agreement is signed. The remaining \$1000 will be due on the first day of the Term of the Tenancy.

b. Return of deposit on fulfillment of the agreement

Within ten days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant 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.

Clause 9. Utilities

Tenant will be responsible for connection and payment of all utility charges, except for the Davis city services (trash, sewer, water), which will be paid by Landlord.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, 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 Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Within 30 days after the rental start date the Tenants will examine the premises, including appliances, fixtures, carpets, drapes, and paint and complete the Landlord/Tenant Checklist, noting the condition of the items on the list.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. In the case of prior written consent, Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will 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 (severe property

damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 10 days notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 30 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises on the rental start date, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement until another tenant, approved by the Landlord, has moved in. In addition, only a portion of the deposit will be returned as per clause 8b.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Property Left After Lease Termination

If the lease is terminated, due either to the completion of the lease or because the Tenant fails to

comply with this agreement, all property left on the premises by the Tenant(s) may be considered abandoned and may be disposed of by the Landlord in any manner allowed by law. In the event the Landlord believes the abandoned property has no value, it may be discarded.

Clause 19. Payment of Court Costs and 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.

Clause 20. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to the Landlord, at the following address:

James Rothfuss
742 N M St
Livermore, CA 94551-4652

Clause 21. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 22. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Clause 23. 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.

Landlord

Signature _____ Date _____

James Rothfuss

Phone: (925)447-2704

Tenant

Signature _____ Date _____

Print Name _____ Phone _____

Tenant

Signature _____ Date _____

Print Name _____ Phone _____

Tenant

Signature _____ Date _____

Print Name _____ Phone _____

Tenant

Signature _____ Date _____

Print Name _____ Phone _____

The following cosigner agrees to cover any rent or damage-repair costs the tenant fails to pay.

Cosigner

Signature _____ Date _____

Print Name _____ Phone _____