

**Casa del Maestro**  
**RESIDENTIAL LEASE AGREEMENT**

**THIS Casa del Maestro RESIDENTIAL LEASE AGREEMENT (“Lease”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Santa Clara Teacher Housing Foundation** hereinafter called “Landlord” and \_\_\_\_\_ hereinafter called “Tenant”.

**Section 1. Leased Premises**

Subject to the following TERMS and CONDITIONS, Tenant hereby rents from the Landlord, for residential purposes only, the leased premises (“Leased Premises”) situated in the City of Santa Clara, County of Santa Clara, State of California, described as **Lochinvar Avenue, # \_\_\_\_\_** and consisting of

\_\_\_\_\_ in the Apartment Complex known as *Casa del Maestro* (“Case del Maestro Complex”) as depicted in Exhibit “A” attached hereto, and made a part hereof, which Leased Premises consist of a Leased Area as set forth in the Fundamental Lease Provisions. The description and floor plan of the Leased Premises is more particularly depicted on the plan marked Exhibit “B”, attached hereto and made a part hereof. Tenant agrees that Landlord may, at any time, and from time to time, add additional property and improvements to the Casa del Maestro Complex and that the Tenant’s areas shown on Exhibit “A” (except for the Leased Premises) are subject to change at any time at Landlord’s sole discretion. Tenant further acknowledges that Exhibit “A” hereto sets forth a proposed general layout of the Casa del Maestro Complex, and shall not be deemed a representation by Landlord that the Casa del Maestro Complex shall be constructed as indicated thereon, and that Landlord may in its sole discretion increase, decrease or change the size, shape, number, location, use and dimensions of the buildings, the premises therein, driving lanes, driveways, walkways, parking spaces and other improvements shown on Exhibit “A”.

**Section 2. Term**

**A. The term of this Lease shall commence on [LEASE START DATE] (“Commencement Date”) and end on [LEASE END DATE] (“Termination Date”)** and shall continue thereafter on a month-to-month basis upon the terms set forth in Section 24 hereunder, or until Landlord or Tenant shall terminate the same by giving the other party Thirty (30) days written notice.

**B.** Notwithstanding the terms of Section 2.A above, the maximum term of this Lease shall be for Eighty Four (84) Months.

**Section 3. Rent**

**A.** Tenant shall pay to the Landlord at the address of Landlord as set forth in the Fundamental Lease Provisions, or to such other person and at such other place as may be designated by Landlord, without prior demand therefore, and without any deduction or offset whatsoever, and as initial rent (subject to adjustment as set forth in Section 3.B hereof) (“Rent”) \_\_\_\_\_ per month, payable in advance, upon the First (1<sup>st</sup>) day of each calendar month, except when the first falls on a weekend or legal holiday, to Landlord or Landlord’s authorized agent. Rent checks shall be made payable to **Santa Clara Teachers Housing Foundation**. Direct Deposit is allowable when set up through a bank and approved by Landlord. Landlord may, but is not required, to accept payments electronically, either directly or through a third party payment service system. Tenants interested in these payment methods should request information about Landlord’s current electronic payment acceptance policy. Landlord’s electronic payment policies and/or procedures may change from time to time. It is Tenant’s responsibility before any payment is due to verify whether Landlord is currently accepting payments electronically. If an electronic payment to Landlord or the third party payment service system is reversed or results in a “charge back,” Tenant will be responsible for late fees, non-sufficient funds fees, and any additional cost to Landlord or the payment service system, and Landlord will retain all rights and remedies including the right to terminate the Lease for default as set forth in Section 19 hereunder. Landlord reserves the right at any time, upon 30 days advance written notice to Tenant, to change its electronic payment policies and/or procedures, the third party

Landlord's Initial \_\_\_\_\_

Tenant's Initial \_\_\_\_\_

payment service system and/or to cease accepting electronic payments. Landlord further reserves the right to reject or return any electronic payment it receives after expiration of any notice.

Landlord specifically reserves the right to increase minimum monthly Rent on July 1 each year as permitted by applicable law. Notification of an increase in Rent will be prior to May 31 each year. **The Landlord may not, over any 12-month period, increase the rent by more than the lower of: (i) 5% plus the cost of living; or (ii) 10% of the lowest gross rental rate charged for the unit at any time during the 12 months prior to the increase. (Civ. Code, § 1947.12, subd. (a)(1).)**

B. In the event Tenant fails to pay the Rent to Landlord by the Sixth (6th) calendar day of any month during the term of this Lease, Tenant agrees to pay a late fee of Twenty-Five Dollars (\$25.00) plus interest at Five percent (5%) per month on the delinquent amount.

C. Tenant agrees to pay actual bank fees for each dishonored bank check.

**Section 4. Security Deposit**

Tenant has deposited with Landlord the sum of **[SECURITY DEPOSIT]** for security as that term is defined by Section 1950.5 of the California Civil Code, for the performance by Tenant of each and every obligation required of them under this Lease. Landlord shall be entitled to deduct from the security deposit any sums due or owing to it by Tenant by virtue of any default or breach by Tenant under any provision of this Lease. The security deposit may be used to compensate Landlord for (a) Tenant's default in the payment of Rent, (b) repair of damages to the Leased Premises caused by Tenant, (c) cleaning of the Leased Premises on termination of tenancy, or (d) loss of any keys issued to Tenant by Landlord. Tenant may not, without Landlord's prior written consent, apply this security deposit to Rent or to any other sum due under this Lease.

Within three weeks after termination of this Lease and surrender of the Leased Premises by Tenant, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Landlord; as outlined in Exhibit "F", attached hereto and made a part hereof. Landlord may withhold only that portion of Tenants' security deposit necessary (a) to remedy any default by Tenants in the payment of Rent, (b) to repair damages to the Leased Premises, or (c) to clean and prepare the Leased Premises if necessary. During the term of the Lease, Landlord may use the security deposit to apply toward any default by Tenant and within fifteen (15) days of notice by Landlord to Tenant, Tenant shall replenish the deposit to its original amount and failure to do so constitutes a default under this Lease.

**Section 5. Tenant Occupancy Eligibility**

A. It is expressly understood by Tenant that to maintain occupancy eligibility at least one Tenant must be a certificated employee of the Santa Clara Unified School District and must hold a current valid Teaching Credential throughout the Lease Term.

B. It is expressly understood by Tenant that at least one Tenant as of the Commencement Date must be employed by the Santa Clara Unified School District for a period of time not exceeding Ten (10) years.

C. It is expressly understood by Tenant that to maintain occupancy eligibility the total household income of all occupants of the Leased Premises combined shall not exceed One Hundred and Eighty-Nine Thousand and 00/100 (\$189,000.00). Household income shall be subject to annual verification as set forth in Section 27 below.

**Section 6. Utilities**

Tenant shall pay or cause to be paid, prior to delinquency, all charges for gas, electricity, light, heat, air conditioning, power, telephone, internet, cable, or other service used (except water, sewer and garbage, which shall be paid by Landlord) rendered or supplied in connection with the Leased Premises, and shall contract for the same in Tenant's own name, and shall indemnify and hold harmless Landlord and the Leased Premises from

any such charges. Tenant's obligations hereunder shall commence as of the Commencement Date as referenced in Section 1 hereof.

### Section 7. Use

A. Tenant agrees that the Leased Premises are to be used exclusively as the living quarters of the Tenant and shall not be used for any other purpose. The Leased Premises shall be used exclusively as a residence for no more than **Two (2)** adult persons. All adult Tenants must be named in this Lease. Tenant agrees that they will not use or permit the Leased Premises or any part thereof to be used by any person other than Tenant and guests as permitted by Section 7.B of this Lease.

B. Guests staying more than a total of Ten (10) days in a calendar year without written consent of Landlord shall constitute a violation of this Lease.

C.

D. Residents are prohibited from engaging in short term rental activity or offering all or part of Premises for short-term rental, such as through Airbnb, VRBO, or other such sites. Engaging in short-term rental activity includes advertising and any and all other activities involved in locating short-term renters and/or disseminating information of, and regarding, the possibility of Casa del Maestro or Leased Premises for any apartment or dwelling for short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, AirBNB, or other similar locator websites, or web based, electronic media, or private websites for individuals or companies. Any person who is not a Tenant or member of the Tenant's household, who occupies any portion of the Leased Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or barter of other goods, services, or property occupancy rights) is not a resident or guest. This constitutes attempted subletting or assignment as prohibited in Section 12 of this Lease.

### Section 8. Pets and Animals

A. Assistive Animals: To the extent that Tenant requires a service animal or support animal (each an "Assistive Animal"), Tenant agrees to the policies and procedures for making such a request set forth in the Assistive Animal Policy attached here as Exhibit "G", and made a part hereof.

B. Pets: No pets, birds or animals shall be brought on the Leased Premises (this includes all common areas, and apartment units) by Tenant or Tenant's guests or invitees without prior written consent of Landlord. This provision expressly excludes animals subject to Landlord's Assistive Animal Policy, and any other animals permitted on the Leased Premises pursuant to state and federal law. Tenants first violation of this provision shall result in a warning. A second violation within a twelve (12) month period shall serve as a material breach of the Lease, subject to immediate termination by Landlord. In the event of such termination, Tenant shall surrender and vacate the Premises within thirty (30) days.

C. Pets: Tenants wishing to have a pet shall be subject to the policies and procedures set forth in the Pet Policy in Exhibit "H" and made a part hereof. Tenant understands and agrees that approval of a pet is in the sole discretion of the Landlord.

### Section 9. Parking-Restricted

A. All Tenants must register their vehicles with Gillmor & Associates within 10 days of the Commencement Date.

B. Parking spaces along the Casa del Maestro Complex perimeter are restricted to registered vehicles only.

C. One vehicle is allowed per Tenant with a maximum of 2 vehicles, no exceptions.

D. Tenant is allocated **one (1)** garage space.

E. All garage spaces MUST be utilized for vehicle parking only.

F. Guests may not park overnight. Guests must park outside the Casa del Maestro Complex except those guests who are eligible for handicap parking.

G) Any unauthorized vehicles or inoperative vehicles parked in Tenant allocated parking will be towed.

**Section 10. House Rules**

A. Tenant, on behalf of themselves and any invitees or guests, agrees to abide by any and all house rules as listed in Exhibit "C", attached hereto and made a part hereof, whether promulgated before or after the execution of this Lease and including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Tenant acknowledges that they are familiar with these rules and agrees that said rules may be amended from time to time by Landlord upon 30 days advance written notice thereof to Tenant. Tenant agrees that Landlord may prohibit Tenant from using any of the recreational facilities if Tenant violates the rules and such action by Landlord shall not give Tenant any right to declare this Lease terminated or void. Tenant shall be strictly responsible for adherence to the rules by Tenant, household members, and Tenant's invitees and guests. Any material breach of such rules by Tenant, household members, or Tenant's invitees or guests shall constitute grounds for termination of this Lease by Landlord as permitted by California law.

B. Tenant shall not have a waterbed or any liquid filled furniture, fish tanks, or appliances on the Leased Premises.

**Section 11. Ordinances and Statutes**

Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Leased Premises. Consistent with California Health and Safety Code section 104420(n)(2), Tenant and Tenant's guests and invitees shall not may not smoke or vape inside, outside, on a balcony, or in an entry area of the Leased Premises.\*\*\* TENANT AND TENANT'S GUESTS AND INVITEES MAY NOT SMOKE WITHIN THE CASA DEL MAESTRO COMPLEX.\*\*\*

**Section 12. Assignment and Subletting**

Tenant shall not under any circumstances assign this Lease or sublet any portion of the Leased Premises. Tenant may not rent the Leased Premises or any portion of the Leased Premises to anyone who is not designated as a Tenant in this Lease. Any attempted assignment or subletting, including engaging in short-term rental activity as prohibited in Section 7.C., by the Tenant shall at the election of Landlord, be an irremediable breach of this Lease Agreement.

**Section 13. Maintenance, Repairs, or Alterations**

Tenant acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated in Exhibit "D", attached hereto and made a part hereof. Tenant shall, at Tenant's own expense, and at all times, maintain the Leased Premises in a clean and sanitary manner including all equipment, appliances, carpeting, walls, woodwork and wall coverings therein and shall surrender the same, at the termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by Tenant's negligence or intentional acts and those of Tenant's family or invitees or guests and will be responsible for the cost of repairs or replacements rendered necessary by such damages. All such repairs or replacements shall be performed solely by Landlord and the cost thereof shall be payable within five (5) days of delivery by Landlord to Tenant of a statement of such costs. Tenant agrees that the costs incurred by Landlord for such services shall be deducted from Tenant's security deposit if such deposit (after deduction of all other appropriate sums as provided in this Lease) is sufficient to cover such costs; if the security deposit is not sufficient, then such costs shall be billed to Tenant. Tenants shall not paint, paper or otherwise redecorate or make

alterations to the Leased Premises without the prior written consent of the Landlord. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the Leased Premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said Leased Premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

#### **Section 14. Inventory**

All furnishings and equipment to be furnished by Landlord shall be set out in a special inventory marked Exhibit "E", attached hereto and made a part hereof.

#### **Section 15. Damages to Premises**

If the Leased Premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within Fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant or Tenant's invitees or guests, whether such acts be intentional, negligent, or without fault, then Landlord shall have the unilateral right to terminate the Lease. In the event that Tenant or their invitees or guests cause such damages, Tenant shall remain liable to Landlord for their Rent for the entire term of this Lease, whether or not the Leased Premises are fit for occupation during such period of time. Tenant shall further be liable to Landlord for all losses and damages directly or indirectly sustained by Landlord as a result of such acts including, but not limited to, damage to and cost of repair of the Leased Premises and loss of rental and other income.

Should either Landlord or Tenant terminate this Lease pursuant to this section, and provided that Tenant or their invitees or guests did not cause the subject damages, then Rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid Rent and unused security deposit shall be refunded to Tenant, less any deductions permitted pursuant to this Lease. If this Lease is not terminated and the damages to the Leased Premises were not caused by Tenant or their invitees or guests, then Landlord shall promptly repair the Leased Premises and there shall be a proportionate reduction of Rent until the Leased Premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the Leased Premises. If the Leased Premises are not fit for occupation during the time of repair, and in the event that the damages to the Leased Premises were not caused by Tenant or their invitees or guests, then Rent shall abate during the time of repair unless Landlord provides alternative housing for Tenant.

#### **Section 16. Entry and Inspection**

Landlord shall have the right to enter the Leased Premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Leased Premises to prospective or actual buyers, mortgages, tenants, workmen, or contractors; (c) for periodic inspections; (d) when Tenant has abandoned or surrendered the Leased Premises.; (e) pursuant to a court order; or (f) under any circumstances permitted by state law. Landlord will serve Tenant with at least Twenty-Four (24) hours prior written notice before entry unless: entry is due to an emergency; entry occurs after Tenant's surrender or abandonment of the Leased Premises; the purpose of the entry is to exhibit the Leased Premises to prospective or actual purchasers or tenants; Tenant and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement; or Tenant is present and consents to entry at the time of entry. Entry can be made only during normal business hours unless Landlord is responding to an emergency, Tenant has surrendered or abandoned the Leased Premises, or Tenant consents to Landlord's entry outside of normal business hours.

Tenant agree that if they deny Landlord access to the Leased Premises when Landlord is in compliance with this Lease and statutory requirements and entitled to access, any such denial of access shall be deemed and constitute a waiver of any habitability or other claims Tenant may have against Landlord regarding any of Landlord's affirmative duties

associated with the condition of the Leased Premises due to Tenant's interference with Landlord's ability to perform said duties, and shall be a material breach of this Lease, which shall entitle Landlord to serve Tenant with a notice terminating this Lease.

**Section 17. Indemnification**

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 or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, Landlord's agents, or Landlord's employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Tenant, Tenant's agents, or employees. Landlord provides no insurance coverage against loss of personal property of Tenant or their guests or invitees by fire, theft, or any cause whatsoever and Landlord assumes no liability for such loss.

**Section 18. Physical Possession**

If Landlord is unable to deliver possession of the Leased Premises on the Commencement Date, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any Rent until possession is delivered, whereupon the Lease term shall begin and run for the full term as set forth in this Lease. Tenant may terminate this Lease if possession of the Leased Premises is not delivered within Fourteen (14) days of the Commencement Date.

**Section 19. Defaults and Remedies**

If Tenant shall fail to pay Rent when due, or to perform any of the other covenants, conditions, or provisions of this Lease, after not less than Three (3) days written notice of such default given in the manner required by law, the Landlord, at Landlord's option, shall have the immediate right of reentry and may remove all persons, including Tenant, and property from the Leased Premises, and may terminate this Lease and all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. Should Landlord elect to reenter and take possession of the Leased Premises due to Tenant's breach of this Lease, or should Tenant vacate the Leased Premises prior to expiration of this Lease, this shall not, in and of itself, constitute a termination of this Lease unless Landlord expressly so elects in writing and Tenant shall remain liable to Landlord for Rent as provided in this Lease. Landlord may, at its option, initiate legal action for the collection of Rent as it becomes due under the Lease, if such action be required, at such time as Landlord deems appropriate or upon termination of the Lease term. Landlord may, at its option, without terminating this Lease, relet the Leased Premises for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental rates and upon such other terms and conditions as Landlord, in its discretion, may determine advisable. Tenant shall become immediately liable to Landlord for the cost of reletting, in addition to all other sums then due and owing.

If Tenant abandons or vacates the Leased Premises, while in default of the payment of Rent, Landlord may consider any property left on the Leased Premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the Leased Premises shall be subject to a lien for the benefit of Landlord securing the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Landlord may elect to (a) continue the Lease in effect and enforce all Landlord's rights and remedies hereunder, including the right to recover the Rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the Lease, including the cost of recovering the Leased Premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce provision, of the amount by which the unpaid Rent for the balance of the Lease term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

**Section 20. Surrender of Premises**

A. Upon any termination or expiration of this Lease, Tenant shall immediately surrender possession of the Leased Premises in good and tenantable repair, reasonable wear and tear and damage from fire or other casualty or peril excepted.

B. Upon termination of this Lease, Tenant shall surrender the Leased Premises in a neat and clean condition.

C. This Lease shall terminate and shall become null and void without further notice upon the expiration of the term herein specified, and any holding over by Tenant after such expiration shall not constitute a renewal hereof or give Tenant any rights under this Lease. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation any claims made by any succeeding tenant founded on or resulting from such failure to surrender.

**Section 21. Attorney's Fee and Costs**

In any action or proceeding involving a dispute between, Landlord, and Tenant arising out of the execution of this Lease, or to enforce the terms and conditions of this Lease, or to recover possession of the Leased Premises from Tenant, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, expert fees, appraisal fees, and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

**Section 22. Waiver**

No failure of Landlord to enforce any term of this Lease shall be deemed a waiver of such. The acceptance of Rent by Landlord shall not waive Landlord's right to enforce any term of this Lease.

**Section 23. Notices**

Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the Leased Premises or to Landlord at the address set forth in the Fundamental Lease Provisions or at such other places as may be designated by the parties from time to time. Any notice required hereunder or by law to be served upon either of the parties shall be served in accordance with California law.

**Section 24. Holding Over**

Any holding over after expiration of this Lease, with the consent of Landlord, shall become a month-to-month tenancy at a monthly Rent which shall be payable in advance, at a rate of One Hundred and Fifty Percent (150%) of said Rent applicable at the date of expiration of this Lease, until either party shall terminate the same by giving the other party Thirty (30) days written notice.

**Section 25. Quiet Enjoyment**

So long as Tenant is not in default, Landlord covenants that Landlord or anyone acting through or under Landlord will not disturb Tenant's occupancy of the Leased Premises.

In the event that the conduct of Tenant or their guests or invitees or other persons who come upon the Leased Premises with the express or implied consent of Tenant, either in or about the Leased Premises or in or about the building in which the Leased Premises are located or the areas adjacent thereto, shall be of such nature that Landlord, in its sole discretion, shall determine that the quiet enjoyment of other tenants, or the ability of Landlord to maintain the Leased Premises in an orderly manner to provide said quiet enjoyment to all tenants has been or is being impaired, then such conduct shall constitute a breach by Tenant of this Lease and Landlord shall have the right, upon three (3) days' notice to Tenant, to retake possession of the Leased Premises and cause Tenant to be removed therefrom.

**Section 26. Joint and Several Obligations**

It is expressly understood that this Lease is between the Landlord and each signatory jointly and severally, if more than one person executes this Lease as Tenant:

A. Each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant.

B. The term "Tenant" as used in this Lease shall mean and include each of them jointly and severally. The act of notice from, notice to, refund to or the signature of any one or more of them, with respect to the tenancy of this Lease, including but not limited to, any renewal, extension, expiration, termination or modification of this Lease or any certificate or subordination agreement, shall be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted, so given or received such notice or refund or so signed.

**Section 27. Income Verification and Disclosure**

Tenant shall make available to Landlord documents verifying Tenant's household income, including, but not limited to W-2s and 1099s, on an annual basis within thirty (30) days of Landlord's request for such documentation. Income verification shall be used to ensure compliance with Tenant Occupancy Eligibility, as set forth in Section 5 above. Tenant further authorizes Santa Clara Unified School District to verify Tenant's income level, for disclosure purposes when requested to do so by outside agencies throughout the Lease Term. Yearly Landlord may request copy of Tax Information to verify income for all adult Tenants.

**Section 28. Megan's Law Notice**

**Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**Section 29. Time of Essence**

Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

**Section 30. Effectiveness of Lease**

Neither the preparation nor the delivery of this Lease to Tenant shall be deemed to be an offer by Landlord to lease the Leased Premises to Tenant but shall merely be a part of the negotiations between Landlord and Tenant. Landlord shall have no obligation or liability to Tenant whatsoever until such time as Landlord and Tenant shall have executed this Lease and Landlord shall have delivered a copy of such executed Lease to Tenant.

**Section 31. Entire Agreement**

The terms of this Lease are intended by the parties as a final expression of their agreement. It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto.

**Section 32. Forum**

Any action or proceeding seeking any relief under or with respect to this Lease shall be brought solely in the Superior Court of the State of California, County of Santa Clara, subject to any transfer of venue under the law.



**Section 33. Warranty of Authority**

Each of the persons signing this Lease represents and warrants that such person has been duly authorized to sign this Lease on behalf of the party indicated, and each of the parties by signing this Lease warrants and represents that such party is legally authorized and entitled to enter into this Lease.

**Section 34. Execution in Counterparts**

This Lease may be executed in several counterparts. Signed copies and facsimile versions of this Lease shall have the same force and effect as signature of the original.

**Section 35. Limitation of Liability**

Tenant covenants and agrees that Landlord shall not be liable or accountable to Tenant for any damage arising from any act or neglect of any co-tenant or other occupant of the Casa del Maestro Complex or of any owner or occupants of adjacent or contiguous property unless otherwise provided by law.

**Section 36. Insurance**

Tenants are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 per occurrence for personal injury, including bodily injury and property damage, and covering the Leased Premises as well as other property owned by Landlord or other occupants of the Leased Premises for the entire term of the Lease. Tenants will be in material breach of this Lease if they fail to comply with the requirements of this provision. Tenants shall bear the risk of loss of any and all of Tenants' personal property whether or not located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the Casa del Maestro Complex. Tenants agree not to hold Landlord, its agents and /or employees liable in any manner for or on account of any loss or damages to Tenant's personal property sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other tenants, occupants, or invited/uninvited guests or vandalism, unless required by the law). Tenant understands and agrees that Tenant, any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by Landlord or the Landlord's agents. Tenant will be in material breach of this Lease if they fail to comply with the requirements of this provision. Tenant agrees to include Landlord as an additional insured party on all renter's insurance policies through the term of this Lease. Tenant must submit a Proof of Insurance to Landlord.

**Section 37. Smoke and Carbon Monoxide Detectors**

Tenants acknowledge that the Leased Premises is equipped with operable smoke and carbon monoxide detector(s) as required by law. Tenant has verified that the detectors are in proper working condition. Tenant agrees not to interfere with the presence or operability of such smoke detectors and to report immediately to Landlord, in writing, any defects in the condition of the smoke detectors. Tenant acknowledges that it will be the sole responsibility of Tenant to check the detectors periodically during the term of this Lease, replace batteries as necessary to keep the detectors in proper working condition, and to immediately report any malfunctions in the detectors to Landlord in writing. Under no circumstances shall Tenant remove the battery of a smoke detector without immediately replacing the battery with a new one. Landlord assumes no responsibility or liability for non-reported malfunctions of, or misuse of detectors by Tenant which result in any injury or damage to Tenant or their invitees or guests or the Leased Premises. Tenant agrees to indemnify, hold harmless, and defend Landlord, its partners, managers, directors, administrators, officers, employees, and agents from any and all losses, causes, claims, suits, and causes of action of every kind or nature, including, without limitation, court costs, fees of independent counsel, penalties, or damages of any kind or nature arising out of or in any way connected with any non-reported malfunctions of or misuse of detectors by Tenant.

**Section 38. Pest Control Notice**

California law requires that an owner of a residential dwelling unit provide each new tenant with a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The Leased Premises or the common areas of the building are covered by such a contract for regular pest control service and Tenant is being notified pursuant to the law and acknowledges receipt from Landlord of a pest control notice. The undersigned Tenant acknowledges having read and understood the foregoing and the referenced notice and receipt of a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**“LANDLORD”**

**“TENANT”**

\_\_\_\_\_

\_\_\_\_\_

Landlord Agent

Tenant

Date: \_\_\_\_\_

Date: \_\_\_\_\_