

**SANTA CLARA UNIFIED SCHOOL DISTRICT
SUMMARY MINUTES OF THE
SANTA CLARA TEACHER HOUSING FOUNDATION
MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY
SEPTEMBER 30, 2020
WEB ZOOM MEETING**

A. ORGANIZATIONAL ITEMS

1. Call to Order – 3:39 p.m.
PRESENT: STEVE LODGE, PRESIDENT, ERIC DILL, ELISE DE YOUNG, CARISTE BLASE, MICHAL HEALY AND AMY CARDIN

2. Approval and Acceptance of Agenda Items

MOTION BY ERIC DILL, SECONDED ELISE DE YOUNG TO APPROVE AND ACCEPT AGENDA ITEMS. MOTION CARRIED 3 YES (LODGE, DILL AND DE YOUNG); 0 NOES

3. Approval of Teacher Housing Foundation Board Minutes: September 30, 2020

MOTION BY ELISE DE YOUNG, SECONDED BY ERIC DILL TO APPROVE THE TEACHER HOUSING FOUNDATION BOARD MINUTES OF SEPTEMBER 30, 2020. MOTION CARRIED 3 YES (LODGE, DILL AND DE YOUNG); 0 NOES

B PUBLIC COMMENT ON NOTICED AGENDA ITEMS (Pursuant to Govt. Code 43954.3(a), members of the public will be afforded an opportunity to directly address the Board on any Item noticed on this Special Meeting Agenda before or during the Board's consideration of that Item. The law does not permit board action on any item not on the agenda, and must restrict public comment at Special Meetings to Items noticed on the Meeting's agenda. Members of the Public wishing to address the Board must complete and submit a form provided for that purpose in the lobby prior to addressing the Board. In order to complete the business of the meeting in a timely manner, the normal time limit allotted is 2 minutes per speaker

- B.1 Public comments from residents of Casa del Maestro
16 residents present, 5 residents spoke

C. ACTION

No action items

D. DISCUSSION

D.1 Discussion of letters and concerns from residents.

D.2 Discussion of future agenda items.

Suggestions that the property manager to come back at the next meeting to discuss repairs taken care of such as the PO Boxes and other maintenance issues. Residents would also like to have the Agenda posted at their site in order to make future meetings smoother.

D.3 Schedule of future meetings:

December 16, 2020

March 10, 2021

E. ADJOURNMENT

4:23 pm

MOTION BY ERIC DILL, SECONDED ELISE DE YOUNG TO ADJOURN THE MEETING
MOTION CARRIED 3 YES (LODGE, DILL AND DE YOUNG); 0 NOES

Budget Comparison
Casa del Maestro
Phase I & II July 20 - June 21

	<u>MTD Actual</u>	<u>MTD Budget</u>	<u>\$ Variable</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>\$ Variable</u>
Income						
Rent	618,404.00	665,000.00	(46,596.00)	618,404.00	1,596,000.00	(977,596.00)
Commission Receivable	-	-	-	-	-	-
Reimbursements Receivable	375.00	150.00	225.00	375.00	360.00	15.00
Total Income	<u>618,779.00</u>	<u>665,150.00</u>	<u>(46,371.00)</u>	<u>618,779.00</u>	<u>1,596,360.00</u>	<u>(977,581.00)</u>
Expenses						
Direct Expenses						
Management Fee	30,920.00	33,250.00	2,330.00	30,920.00	79,800.00	48,880.00
Reimbursements Payable	-	500.00	500.00	-	1,200.00	1,200.00
Insurance	1,260.00	625.00	(635.00)	1,260.00	1,500.00	240.00
Periodic Maintenance	3,385.00	6,250.00	2,865.00	3,385.00	15,000.00	11,615.00
Floor Coverings	10,320.00	10,000.00	(320.00)	10,320.00	24,000.00	13,680.00
Pest Control	2,135.00	3,750.00	1,615.00	2,135.00	9,000.00	6,865.00
Maintenance & Janitorial	3,651.00	3,750.00	99.00	3,651.00	9,000.00	5,349.00
Roofing & Gutters	-	1,500.00	1,500.00	-	3,600.00	3,600.00
Painting	3,870.00	5,000.00	1,130.00	3,870.00	12,000.00	8,130.00
Plumbing/Electrical/HVAC	17,549.00	37,500.00	19,951.00	17,549.00	90,000.00	72,451.00
Landscaping	7,800.00	15,000.00	7,200.00	7,800.00	36,000.00	28,200.00
Appliances	5,631.00	3,125.00	(2,506.00)	5,631.00	7,500.00	1,869.00
Window Coverings	-	250.00	250.00	-	600.00	600.00
Miscellaneous Repair	17,173.00	25,000.00	7,827.00	17,173.00	60,000.00	42,827.00
Fire Monitoring	-	350.00	350.00	-	840.00	840.00
Lighting Services	2,339.00	5,000.00	2,661.00	2,339.00	12,000.00	9,661.00
Utilities	50,929.00	55,000.00	4,071.00	50,929.00	132,000.00	81,071.00
Glacier & Screen	-	250.00	250.00	-	600.00	600.00
Locksmith	532.00	1,750.00	1,218.00	532.00	4,200.00	3,668.00
Total Direct Expenses	<u>126,574.00</u>	<u>174,600.00</u>	<u>48,026.00</u>	<u>126,574.00</u>	<u>419,040.00</u>	<u>292,466.00</u>
Gen. & Admin. Exp.						
Telephone	8,705.00	10,000.00	1,295.00	8,705.00	24,000.00	15,295.00
General Fees	-	1,250.00	1,250.00	-	3,000.00	3,000.00
Legal	-	500.00	500.00	-	1,200.00	1,200.00
Accounting	-	5,000.00	5,000.00	-	12,000.00	12,000.00
Bank Account Fees	10.00	75.00	65.00	10.00	180.00	170.00
Miscellaneous Expenses	835.00	1,250.00	415.00	835.00	3,000.00	2,165.00
Administrative Expenses	5,000.00	5,000.00	-	5,000.00	12,000.00	7,000.00
Real Estate Commissions	7,080.00	15,000.00	7,920.00	7,080.00	36,000.00	28,920.00
Contract Labor	3,990.00	3,990.00	-	3,990.00	9,576.00	5,586.00
Total G & A Expenses	<u>25,620.00</u>	<u>42,065.00</u>	<u>16,445.00</u>	<u>25,620.00</u>	<u>100,956.00</u>	<u>75,336.00</u>
Total Expenses	<u>152,194.00</u>	<u>216,665.00</u>	<u>64,471.00</u>	<u>152,194.00</u>	<u>519,996.00</u>	<u>367,802.00</u>
NET INCOME	<u>466,585.00</u>	<u>448,485.00</u>	<u>18,100.00</u>	<u>466,585.00</u>	<u>1,076,364.00</u>	<u>609,779.00</u>

Casa del Maestro

RESIDENTIAL LEASE-RENTAL AGREEMENT

THIS Casa del Maestro RESIDENTIAL LEASE-RENTAL AGREEMENT is made this **16th** day of **November 2020** 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 situated in the City of Santa Clara, County of Santa Clara, State of California, described as **3465 Lochinvar Avenue, #, _** and consisting of _____ in the Apartment Complex known as *Casa del Maestro* as depicted in Exhibit "A" attached hereto, and made a part hereof, which premises (the "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 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 Tenants 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

16th day of **November 2020**, and continue on a month-to-month basis thereafter, 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. Minimum Rent

A. Tenant shall pay to the Landlord at the address of Landlord as set forth in the Fundamental Lease Provisions, or at such other place as may be designated by Landlord, without prior demand therefore, and without any deduction or offset whatsoever, and as initial Minimum Rent (subject to adjustment as set forth in Section 3.B hereof) _____ per month, payable in advance, upon the First (1st) day of each calendar month, except when the first falls on a weekend or legal holiday, to Landlord or ~~his~~Landlord's authorized agent. Rent checks shall

Formatted: Height: 11"

Formatted: Font color: Background 1

Formatted: Font color: Background 1

Formatted: Font color: Background 1

Commented [1]: Are we able to take direct deposit rent?

Landlord's Initial _____

Tenant's Initial _____

be made payable to **Santa Clara Teachers Housing Foundation**. Direct Deposit is allowable when set up through a bank.

Formatted: Font: Not Bold

~~B.~~ Landlord specifically reserves the right to increase minimum monthly rent on July 1 each year. Notification of an increase in rent will be prior to May 31 each year. ~~each year during the term of the tenancy at a rate to be determined by Landlord without limiting the Landlord's right to increase minimum monthly rent at any time upon Thirty (30) days notice.~~

Formatted: Indent: Left: -0", Hanging: 0.01 ch

Commented [2]: Change this to a particular date each year, instead of anytime with 30 days notice?

Commented [3R2]:

~~C.B.~~ 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.

Formatted: Indent: Left: -0", Hanging: 0.01 ch, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Commented [4]: Is there a 5 day grace period?

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

Section 4. Security Deposit

for security as that term is defined by Section 1950.5 of the California Civil Code, namely any payment, fee, deposit or charge to be used to compensate Landlord for (a) Tenants' default in the payment of rent, (b) repair of damages to the Leased Premises, (c) cleaning of the Leased Premises on termination of tenancy, (d) loss of any keys. Tenants, or any of them, may not, without Landlord's prior written consent, apply this security deposit to rent or to any other sum due under this Lease.

Commented [5]: What about pet deposits for Service Animals?

Formatted: Font color: Background 1

Within three weeks after Tenants have vacated the Leased Premises, Landlord shall furnish Tenants 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 (c) to clean and prepare the Leased Premises if necessary.

Commented [6]: Need to add Service Animal policy for scratched/damaged/urine stains/etc.

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.

Commented [7]: If the Tenant decides to leave the District, how long can they stay before they must move out?

B. It is expressly understood by Tenant that at least one Tenant at the commencement of the Lease must be employed by the Santa Clara Unified School District for a period of time not exceeding Three (3) years.

Commented [8]: How long does it take to move through the list of teachers wanting an apartment? Is 3 years reasonable?

C. It is expressly understood by Tenant that to maintain occupancy eligibility the total household income of all occupants of an apartment unit combined shall not exceed One Hundred and Thirty-Six Thousand and 00/100 (\$136,000.00).

Commented [9]: Suggest increasing this for all eligible teachers. Nora Dipko provided minimum salaries and most are almost at this as a single provider.

Section 6. Utilities

Landlord's Initial _____

Tenant's Initial _____

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 Date of Possession 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) persons.

Commented [10]: Add a comment to state all adult Tenant's must be named in Lease Agreement

Commented [11]: Does this include children? Should it say 2 adults?

Formatted: Font color: Background 1

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. 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 Tenants' 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 an Occupant or guest. This constitutes attempted subletting or assignment under this Lease.

Formatted: Indent: Left: -0", Hanging: 0.01 ch, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font: (Default) Times New Roman

Section 8. Pets and Animals

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. To the extent that Tenant requests an Assistive Animal, Tenant agrees to the policies and procedures for making such a request set forth in the Assistive Animal Policy Addendum as seen in Exhibit "G." Tenant understands and agrees that approval of an Assistive Animal is at the sole discretion of the Landlord.

Commented [12]: If violation of Lease, need to add 1st a warning, 2nd time lease termination with X amount of days to vacate.

Section 9. Parking-Restricted

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

Commented [13]: We need to restripe...possible assigned parking spots?

B. Parking spaces along the complex perimeter are restricted to registered vehicles only.

Landlord's Initial _____

Tenant's Initial _____

C. One vehicle is allowed per person 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.**

F. Guests may not park **overnight**.

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

Commented [14]: Guest should park outside of complex due to limited spaces, with the exception of handicap

Section 10. House Rules

A. Tenant agrees to abide by any and all house rules as seen in Exhibit "C", attached hereto and made a part hereof, whether promulgated before or after the execution hereof. Including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas.

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. **No smoking or vaping inside, outside, on a balcony, or entry area to Leased Premises.*** NO SMOKING WITHIN 30 FEET OF THE COMPLEX.*****

Commented [15]: Should include exhibit with local city restriction for smoking in or around units

Section 12. Assignment and Subletting

Tenant shall not under any circumstances assign this Lease or sublet any portion of the Leased Premises. Any attempted assignment or subletting by the Tenant shall at the election of Landlord, be an irremediable breach of this Lease Agreement.

Commented [16]: Add another sentence to clarify renting a room to someone not on the lease is a breach?

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 **hisTenant'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 **hisTenant's** negligence and that of **hisTenant's** family or invitees and guests. Tenants shall not paint, paper or otherwise redecorate or make alterations to the Leased Premises without the prior written consent

Landlord's Initial _____

Tenant's Initial _____

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 ~~his~~Tenant's invitees, then Landlord only shall have the right to termination. Should this right be exercised by either Landlord or Tenant, 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. If this Lease Rental Agreement is not terminated, 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.

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) periodic inspections; (d) when Tenant has abandoned or surrendered the Leased Premises.; ~~(e) pursuant to a court order;~~ (e) pursuant to a court order; ~~(f) under any circumstances permitted by state law.~~ Except under (a), (d), and ~~(e)~~, entry can be made only during normal business hours, and at least Twenty-Four (24) hours prior notice to Tenant.

Tenants agree that if they deny Landlord access to the Leased Premises when Landlord is in compliance with 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 Tenants' interference with Landlord's ability to perform said duties, and a material breach of this Lease, which shall entitle Landlord to serve Tenants with a notice terminating this Lease Agreement.

Landlord's Initial _____

Tenant's Initial _____

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, ~~his~~Landlord's agents, or ~~his~~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 ~~Lessor~~Tenant, ~~his~~Tenant's agents, or employees. Landlord's insurance does not cover Tenant's personal property.

Section 18. Physical Possession

If Landlord is unable to deliver possession of the Leased Premises at the commencement hereof, 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. Tenant may terminate this agreement if possession is not delivered within Fourteen (14) days of the commencement of the term hereof.

Section 19. Defaults and Remedies

If Tenant shall fail to pay rent when due, or to perform any term hereof, after not less than Three (3) days written notice of such default given in the manner required by law, the Landlord, at ~~his~~Tenant's option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Landlord may consider any property left on the 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 Rental Agreement in effect and enforce all ~~his~~Tenant'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 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 of this Lease Rental Agreement, whether by lapse of time, cancellation pursuant to an election provided herein, forfeiture or otherwise, Tenant shall surrender immediately possession of the Leased Premises and all buildings and improvements within which the same are located to Landlord in good and tenantable repair, reasonable wear and tear and damage from fire or other casualty or peril excepted.

Landlord's Initial _____

Tenant's Initial _____

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 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 Lease 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 a reasonable attorney's fee, 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 hereof shall be deemed a waiver. The acceptance of rent by Landlord shall not waive ~~his~~Landlord's right to enforce any term hereof.

Section 23. Notices

Any notice which either party may be 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.

Section 24. Holding Over

Any holding over after expiration hereof, 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 Minimum Rent applicable at the date of expiration, 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.

Section 26. Joint and Several Obligations

Landlord's Initial _____

Tenant's Initial _____

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. ~~and~~

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 understands and gives permission to 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.

Commented [17]: We should get a copy of income to verify wages and update each year.

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 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.

Landlord's Initial _____

Tenant's Initial _____

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 supercedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto.

Add Sections for:

Insurance

Tenants are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 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 Residential Community. 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 Tenants' 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). Tenants understand and agree that Tenants, any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by Landlord or the Landlord's agents. Tenants will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

Smoke Detectors

Tenants acknowledge that the Premises is equipped with operable smoke detector(s). Tenants agree 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. Tenants further agree that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Tenants assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Tenants remove the battery of a smoke detector without immediately replacing the battery with a new one.

Carbon Monoxide Detectors?

Proposition 65

Landlord's Initial _____

Tenant's Initial _____

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

“LANDLORD”

“TENANT”

_____ Date: _____
Date: _____

Landlord Agent

Tenant

_____ Date: _____
Tenant

Formatted: Left, Indent: Left 0 ch, First line: 0 ch

Landlord's Initial _____

Tenant's Initial _____

**CASA DEL MAESTRO
LANDLORD-TENANT APARTMENT CHECKLIST**

Area	Condition Prior Possession	Condition on Termination	Cost of Repair/Replace
Family Room			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Other			
Kitchen			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Cabinets & Counters			
Sink & Plumbing			
Other			
Den			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Other			
Bedroom			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Other			
Bedroom			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Other			
Bathroom			
Floors and Floor Coverings			
Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Bathtub/Shower			
Sink & Counters			
Toilet			
Other			
Other Areas			
Furnace/Heater			
Air Conditioning			
Patio/Terrace/Deck			
Other			
Other			

Tenants acknowledge that all smoke detectors were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants shall test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants shall replace all smoke detector batteries as necessary.

Landlord-Tenant Checklist completed on moving in on _____, 20____ by:
 _____ and _____
 Landlord/Manager (Tenant)

Landlord-Tenant Checklist completed on moving out on _____, 20____ by:
 _____ and _____
 Landlord/Manager Tenant

EXHIBIT "B"

Landlord's Initial _____

Tenant's Initial _____

Casa del Maestro
HOUSE RULES AND REGULATIONS

This document is an exhibit and is part of the Residential Lease-Rental Agreement, dated _____ between
Santa Clara Teacher Housing Foundation "Landlord", and _____ "Tenant", for the premises commonly
designated as **3465 Lochinvar Ave** , **Santa Clara, CA 95051**.

I. NOISE AND CONDUCT

1. Tenant shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Tenant shall refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at a volume, which will disturb other persons.
3. Tenant shall refrain, and shall ensure that Tenant's guests likewise refrain, from activities and conduct outside of the unit (in common Areas, parking areas, or recreational facilities), which are likely to annoy or disturb other persons.
4. Tenant shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of **10:00 p.m. and 9:00 a.m.**

II. CLEANLINESS AND TRASH

1. Tenant shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Tenant shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Tenant's unit.
3. Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire and safety ordinance or regulation.
4. Tenant shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Tenant shall ensure that large boxes are broken apart before being placed in the trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Tenant shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Tenant shall refrain from leaving articles in the hallways or common areas.
7. Tenant shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Tenant shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

III. SAFETY/SECURITY

1. Security is the responsibility of each Tenant and each guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for residents' and guests safety and security, or for injury or damage caused by the acts of other persons.
2. Tenant should ensure that all doors are locked during Tenant's absence.
3. Tenant should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Tenant should notify Landlord how long Tenant will be away.
5. Prior to any planned absence from unit, Tenant shall give Landlord authority to allow entry to the unit to any person or provide Landlord with the name of any person or entity permitted by the Tenant to enter the unit.
6. Tenant will refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
7. Tenant will refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings if such use would constitute a fire hazard.
8. Tenant shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

IV. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Tenant shall advise Landlord of any items requiring repair, such as dripping faucets or light switches. Tenant shall make repair requests within 24 hours after the defect is noted as is practical.
2. Tenant shall refrain from making service request to maintenance personnel unless Tenant is directed to do so by Landlord.
3. Tenant shall not make any alterations or improvements to the unit.
4. Costs of repair of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant negligence or improper usage is the responsibility of the Tenant. Payment for corrective action must be paid by Tenant on demand.

V. PARKING

1. Tenant shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Tenant shall refrain from parking in unauthorized areas and must have vehicle's parking registration sticker displayed at all times (on drivers side window). Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.
2. Inoperable vehicles are subject to tow under California Vehicle Code 22658.

VI. RECREATION FACILITY

EXHIBIT "C"

Landlord's Initial _____

Tenant's Initial _____

1. Tenant must reserve Recreation Facility for exclusive use. On making reservations, Tenant shall pay One Hundred and 00/100 Dollars (\$100.00) to Landlord. Deposit shall be refunded to Tenant if Landlord incurs no cleaning or repair costs.
2. Tenant must clean the Recreation Facility after use and report any damage to Landlord.
3. Tenant must secure and lock Recreation Facility and return keys to Landlord after use.
4. Tenant shall ensure that children are supervised at all times by an adult when using the Recreation Facility.
5. Recreation Facility hours are between **10:00 a.m. and 10:00 p.m.**
6. No smoking is permitted in the Recreation Facility. Pursuant to the City of Santa Clara's No Smoking Ordinance, no smoking is permitted in indoor common area facilities of apartment complexes.

New House Rules and Regulations or amendments to this exhibit may be adopted by Landlord upon notice in writing to Tenant.

The undersigned Tenant(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

Tenant

Date: _____

Tenant

Date: _____

EXHIBIT "C"

Landlord's Initial _____

Tenant's Initial _____

Casa del Maestro
LANDLORD-TENANT APARTMENT CHECKLIST

Tenant Name _____	Street Address _____					
Area	Condition Prior Possession		Condition on Termination		Cost of Repair/Replace	
Family Room						
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Other						
Kitchen						
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Cabinets & Counters						
Sink & Plumbing						
Other						
Den					X	
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Other						
Bedroom						
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Other						
Bedroom						
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Other						
Bathroom	Master	2nd	Master	2nd	Master	2nd
Floors and Floor Coverings						
Window Coverings						
Walls & Ceilings						
Light Fixtures						
Windows, Screens & Doors						
Bathtub/Shower						
Sink & Counters						
Toilet						
Other						
Other Areas						
Furnace/Heater						
Air Conditioning						
Patio/Terrace/Deck						
Other						
Other						

Tenants acknowledge that all smoke detectors were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants shall test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants shall replace all smoke detector batteries as necessary.

Landlord-Tenant Checklist completed on moving in on _____, 20____ by:
 _____ and _____
 Landlord/Manager Tenant

 Tenant

Landlord-Tenant Checklist completed on moving out on _____, 20____ by:
 _____ and _____
 Landlord/Manager Tenant

 Tenant

EXHIBIT "D"

Landlord's Initial _____

Tenant's Initial _____

Casa del Maestro
SECURITY DEPOSIT REFUND POLICY

CLEANING

If tenancy is terminated by either Tenant or Landlord during the First (1st) year of occupancy total expenses incurred by Landlord for cleaning shall be assessed against the security deposit, regardless of the condition of the apartment.

After the First (1st) year until the end of Lease term if tenancy is terminated by either Tenant or Landlord if apartment is vacated prior to being cleaned by Tenant one half (1/2) of expenses incurred by Landlord for cleaning shall be assessed against the security deposit.

However if after the First (1st) year until the end of Lease term if tenancy is terminated by either Tenant or Landlord and the apartment is vacated and left in a thoroughly clean condition by Tenant NO expenses incurred by Landlord for cleaning shall be assessed against the security deposit.

PAINTING

If tenancy is terminated by either Tenant or Landlord during the First (1st) year of occupancy total expenses incurred by Landlord for painting shall be assessed against the security deposit.

If tenancy is terminated by either Tenant or Landlord during Second (2nd) year of occupancy one half (1/2) of expenses incurred by Landlord for painting shall be assessed against the security deposit.

If tenancy is terminated by either Tenant or Landlord between the Third (3rd) and Fifth (5th) years NO expenses incurred by Landlord for painting shall be assessed against the security deposit.

CARPETING

Carpet replacement or cleaning expenses shall be pro-rated based upon a carpet's life expectancy of Five (5) years.

Charges assessed against security deposit are structured as follows:

- First Year - Tenant shall be charged One Hundred percent (100%) for replacement or cleaning expenses.
- Second Year - Tenant shall be charged Seventy-Five percent (75%) for replacement or cleaning expenses.
- Third Year - Tenant shall be charged Fifty percent (50%) for replacement or cleaning expenses.
- Fourth Year - Tenant shall be charged Twenty-Five percent (25%) for replacement or cleaning expenses.
- Fifth Year+ - Tenant shall be charged Zero percent (0%) for replacement or cleaning expenses.

MISCELLANEOUS DAMAGE

Tenant shall be charged for damage that includes but is not limited to the following: doors, screens, windows, window coverings, appliances, fixtures and fittings, and flooring.

RENT AND MISCELLANEOUS FEES

Landlord shall assess Tenant for any unpaid rent, late fees and any other miscellaneous fees.

Tenant agrees to the terms and receipt of a copy hereof:

Tenant

Tenant

Date: _____

Date: _____

EXHIBIT "F"

Landlord's Initial _____

Tenant's Initial _____

ASSISTIVE ANIMAL POLICY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date) _____ (Owner/Agent) and _____ (Name of Owner/Agent) _____ (Resident) for the _____ (List all Residents as listed on the Rental/Lease Agreement) premises located at _____, Unit # (if applicable) _____ (Street Address) _____, CA _____ (City) _____ (Zip).

- 1. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no pets shall be allowed in or about the premises.
- 2. Owner/Agent consents to Resident keeping the Animal described here as a reasonable accommodation:

Type: _____ Breed: _____
(Dog, Cat, Etc.) (Siamese, Golden Retriever, Etc.)

Animal's Name: _____ Sex: _____ Age: _____

Size: _____

Attach photograph or provide description: _____

- 3. No additional fees or deposit is being demanded for the Animal.
- 4. Resident agrees to comply with all ordinances, regulations and laws applicable to the Animal described above.
- 5. Use of areas not in the exclusive possession of the Resident (such as walkways, stairwells, parking lots, grassy areas, or other interior or exterior common areas) for defecation and urination is prohibited unless specifically authorized by Owner/Agent in writing. The Animal may not be allowed to urinate or defecate on any unprotected carpet or flooring inside the dwelling. Any Animal waste shall be disposed of promptly and properly, by the Resident or someone at the Resident's direction and expense. Resident must provide and maintain an appropriate litter box, if applicable.
- 6. The Animal shall be fed and the food stored in a way that does not attract pests or cause damage.
- 7. Resident shall be responsible for any cleaning in common areas necessitated by the Animal, i.e., dirty footprints.
- 8. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
- 9. The Animal shall be on a leash, in a carrier, or otherwise under Resident's supervision and direct control at all times. The Animal may not wander or be left unattended on the grounds or in common areas.



Unauthorized Reproduction of
Blank Forms is Illegal.



10. Resident shall not permit Animal to, and represents that Animal will not cause any damage, nuisance, or cause justified complaints, from any other resident, guest, or the public. For example, Animal may not make unnecessary and excessive noise, threaten injury or unwanted contact with others (i.e., jumping and lunging), bite, injure or contact others, cause any property damage, or engage in any other aggressive behavior.
11. If the Animal is neglected or unattended, it will be reported to animal control, and any resulting costs will be Resident's responsibility.
12. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, Resident shall ensure that the Animal will be appropriately confined or restrained so as not to create a threat or interfere with the task being performed.
13. Resident shall be liable to Owner/Agent for all damage or expenses incurred by or in connection with Animal, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Animal.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date Resident Date Resident

Date Resident Date Resident

Date Resident Date Resident

Date Owner/Agent

