**LEASE RENTAL AGREEMENT AND DEPOSIT RECEIPT**

Received from **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereafter referred to as Tenant the sum of **$\_\_\_\_\_\_\_\_\_** evidenced by **Umesh Malhotra** as a rent/deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

|  |  |  |
| --- | --- | --- |
|  | RECEIVED | PAYABLE PRIOR TO OCCUPANCY |
| Rent for the period from June 1 to June 30 | $  | $  |
| Last Month's Rent | $  | $ |
| Security Deposit  | $  | $  |
| Mail Key Deposit | $ | $ |
| Cleaning Charge | $ | $  |
| Other…… | $ | $  |
| **TOTAL** | $  | $  |

Tenant hereby offers to rent from the Owner the premises situated in the City of Santa Clara and County of Santa Clara, State of California, described as 3097 Florence Ave, San Jose, CA 95127 (Bedroom) in a 4 bedroom, 2.5 bathroom Single Family House) consisting of one dishwasher, one washer, one dryer, one refrigerator.

1. **TERM:** The term hereof shall commence on **\_\_\_\_\_\_\_** and expire on **\_\_\_\_\_\_\_\_**. Should Tenants vacate before expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term. At the end of the term, the rental agreement will either continue on a month-to-month basis or a renewal thereafter, until either party shall terminate the same by giving the other party **30** days written notice delivered by certified mail or in person.
2. **RENT:** Rent shall be **$\_\_\_\_\_\_\_\_\_** per month, payable in advance, upon the 1st day of each calendar month to Owner. After owner receives the deposit and the tenant decides to not move-in, the tenant will lose the deposit money.
3. **LATE CHARGES:** Tenants shall pay Landlord a late charge if Tenants fail to pay the rent in full. For each day late after the 1st, there will be a $25 penalty. The total late for any one month shall not exceed $300.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
4. **RETURNED CHECK AND OTHER BANK CHARGES:** In the event any check offered by Tenants 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, Tenants shall pay Landlord a returned check charge in the amount of $20.00. You can pay via PayPal or Venmo too.
5. **UTILITIES:** Tenants will not be responsible for splitting the payment of PG&E and water with other residents. Owner will pay the high speed internet (WiFi), garbage, recycling, HOA, & gardening. Owner will also take care of the cleaning lady expenses once every quarter but tenants are required to pay $75 when they sign the lease and when they vacate the property.
6. **USE:** Occupancy by guests staying over 3 days will be considered to be in violation of this provision and could cause a penalty. Owner must get a notice in advance if guests are arriving. At a daily charge guests can stay if other tenant does not have a problem with it. Daily charge will be $50.
7. **PETS:** No pets shall be brought on the premises.
8. **HOUSE RULES:** Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas such as the swimming pool. Tenants shall not have a waterbed on the premises without prior written consent of the Owner.
9. **ORDINANCES AND STATUTES:** Tenants shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to use the of premises.
10. **ASSIGNMENT AND SUBLETTING:** Tenants shall not assign this agreement or sublet any portion of the premises.
11. **MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant shall be responsible for damage caused by his negligence and that of his family of invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alternations to the premises without prior written consent of the owner.
	1. **Minor Repair:** All minor repairs and their expenses shall be the responsibility of the Tenant. A minor repair is defined as any that is equal to or less than $80.00.
	2. **Major Repair:** Tenant shall be responsible for notifying the Owner or his authorized agent of any major repair needed. If caused in the presence of tenant, tenant is liable.
12. **INDEMNIFICATION:** Owner or Owner’s agent shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner and Owner’s agent harmless of any claims for damages no matter how caused.
13. **POSSESSION:** If Owner or his agent is unable to deliver possession of the premises at the commencement hereof, Owner of his agent shall not be liable for any damage caused thereby, nor shall this agreement 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 ten (10) days of the commencement of the term hereof.
14. **SECURITY**: The security deposit set forth above, if any, shall secure the performance of Tenant’s obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant’s obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. **Tenant shall NOT have the right to apply the Security Deposit in payment of the last month’s rent without owner’s approval. If the tenant leaves early and breaks the contract/lease, the deposit is not reimbursed.**
15. **ATTORNEY FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonably attorney’s fee.
16. **LOSS OF GARAGE REMOTE:** In an event where the tenant has lost the remote and seeks a duplicate, there is a $175.00 charge.
17. **DEFAULT:** If Tenant shall fail to pay rent when due or perform any term.
18. **INSURANCE:** Tenants are to seek their own insurance coverage for this rental property. Owner is not liable for any damages and/or personal injuries. In the event of eviction, all costs shall be paid by tenant.

ADDITIONAL TERMS AND CONDITIONS

No smoking is allowed inside the house (But allowed at the patio/balcony)

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties hereof: NONE

**The undersigned agree to the terms and conditions of this lease and acknowledge receipt of a copy hereof.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Owner Date Tenant Date**