

If Tenant makes a rent payment by check that is returned for insufficient funds, in addition to any
XX
returned check, and \$35 for all such returned checks thereafter.

Security Deposit

Amount: Upon execution of this Lease, Tenant shall pay a security deposit in the amount of \$500.00. Unless required by local law, no interest on the security deposit shall be payable to Tenant.

Uses: Landlord may claim of the security deposit only those amounts as are reasonably necessary to:
a) Compensate Landlord for Tenant's default in the payment of rent,
b) XXX
x Tenant or by a guest or licensee of Tenant,
c) Clean the Premises upon termination of the tenancy necessary to return it to the same level of cleanliness it was in at the inception of the tenancy, and
d) XXX
x personal property or appurtenances.

Move-out Inspection: In accordance with California Civil Code section 1950.5(f), Landlord will timely notify Tenant of Tenant's right to a move-out inspection of the Premises in order to allow
XX
x
the security deposit. If Tenant chooses not to have an inspection, Landlord's duties under this Code section will be discharged.

Itemization and Refund: Within three weeks after Tenant has vacated the Premises, Landlord shall furnish
XX
x
the disposition of the security deposit and shall return any remaining portion of the security to Tenant.

Maintenance: The security deposit shall not be applied towards last month's rent. If multiple tenants
XX
x returned until all Tenants have vacated the Premises. Any refund check issued shall be payable to all Tenants named in this Lease. If any of the security deposit is used during
XX
x t within three days of Landlord providing to Tenant an itemized statement regarding the use of the security deposit.

Utilities

THERE IS NO SEPARATE METER FOR TENANT'S GAS AND ELECTRICITY. THIS MEANS THAT THE GAS AND THE ELECTRIC METERS THAT SERVE TENANT'S DWELLING AREA ALSO SERVE AREAS OUTSIDE OF TENANT'S DWELLING AREA. Accordingly, Tenant and Landlord agree as follows:

Joint Responsibility Landlord shall maintain the following utilities in Landlord's name, for which Tenant shall pay Landlord in the manner and based on the percentages indicated below:

Landlord shall provide Tenant a copy of the entire bill reflecting the full amount of the bill. Tenant shall pay to Landlord a sum equal to the above indicated percentage of the entire bill.

Tenant's Responsibility Tenant shall place in Tenant's name and shall completely pay directly to the utility companies, the following utilities:
• Gas • Electricity • Water

Occupancy

The Premises will be occupied only by Tenant as named in the "Parties" paragraph of this Lease, and Tenant's minor children, if any. Tenant may not take any roommates, boarders, or lodgers. Tenant is allowed to have guests on the Premises for not more than 8 consecutive days or more than 8 days total for a calendar year. Additionally, Tenant shall not have more than 1 guests on the Premises at any one time.

Condition of Premises

Landlord shall maintain the Premises in accordance with all applicable laws, ordinances and regulations, including maintaining the Premises in tenantable condition as prescribed by California Civil Code 1941.1.

For the first 30 days after the Commencement Date, Landlord shall be responsible to repair and maintain the Premises provided by Landlord a part of the Premises (such as air conditioning, heating, garbage disposal, microwave, oven, dishwasher, laundry machine, toilets). Thereafter, Landlord shall continue to be responsible for repairs or injuries caused by Tenant's lack of ordinary care.

Tenant and Landlord have inspected the Premises together and have indicated in a written letter attached hereto ("Inspection Letter") any items or conditions 1) that are damaged and Landlord will repair it. Landlord shall indicate on the Inspection Letter the date by which any repairs will be completed. Other than those items identified in the Inspection Letter, Tenant is satisfied with the condition of the Premises, including fixtures, appliances and furnishings.

Rules and Regulations

occupies and uses clean and sanitary as the condition of the Premises permits, (2) to dispose from the

operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, (4) not to permit any person on the Premises, with his permission, to willfully or wantonly destroy,

appurtenances thereto, nor himself do any such thing, (5) to occupy the Premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

Additionally, Tenant shall cooperate with and allow Landlord to maintain the Premises in tenable condition as prescribed by law. Such cooperation by Tenant includes temporarily vacating the

tenable condition. Tenant shall not be liable for any rent for any days that Tenant has vacated the Premises at Landlord's request pursuant to this paragraph.

Reliance on Tenant's Rental Application

In entering into this Lease, Landlord has relied on the truth of the facts set forth in Tenant's rental application. Any material misrepresentation or omission made by Tenant in the application will constitute a material breach of this Lease.

Attorneys' Fees

The prevailing party in any legal action concerning or relating to this Lease shall be entitled to reasonable attorneys' fees and costs.

Landlord's Failure to Timely Deliver Possession

Tenant's remedies are limited to the following in the event that Landlord fails to deliver possession of the Premises to Tenant on the Commencement Date:

1. Tenant will not be liable for any rent until the date that possession is actually delivered, and Tenant may terminate this Lease by written notice, and Landlord shall promptly thereafter provide a full refund of any monies paid by Tenant, if possession is not delivered within 3 calendar days of the Commencement Date.

Landlord shall not be liable for any other damages incurred by Tenant.

Miscellaneous

Complete Lease: This Lease is the complete, final, and the only Lease between the parties, and it regarding the same subject matter. Any other statements or promises, whether written or oral, that specifically incorporated herein by reference.

