

LAS POSADAS LEASE AGREEMENT

PARTIES THIS LEASE AGREEMENT is made and entered into this _____ day of _____ by and between, Livermore Housing Authority hereinafter referred to as “Management” and, _____ hereinafter referred to as “Tenant(s).”

PREMISES Management does hereby rent to Tenant(s) those certain premises described as _____ hereinafter referred to as “Premises” upon the following TERMS AND CONDITIONS.

1. MEMBERS OF HOUSEHOLD

Occupancy under this Agreement is strictly limited to the following members of Tenant’s household. Absolutely no other person will be allowed to live in the unit without prior written approval from Management. Occupancy by guest staying more than seven (7) days without the written consent of Management shall be considered a breach of the terms of the paragraph titled “ASSIGNMENT AND SUBLETTING” below of this Agreement and, in such event, Management shall have the right to terminate this Agreement.

NAME	RELATIONSHIP	BIRTHDATE	SOCIAL SECURITY#

2. TERMS

The term hereof shall commence on _____, and continue on a month to month basis (periodic term) thereafter, until either party shall terminate the same by giving notice in accordance with paragraph titled “TERMINATION” below.

3. RENTAL PAYMENTS

- (a) The monthly rent of _____ shall be due and payable in advance on the first day of each month beginning, _____.
- (b) The initial payment for the period beginning _____ shall be _____ due and payable at the time this Lease is executed.
- (c) In the event this Lease is terminated by Tenant(s) and rental refund due shall be prorated daily after the date of expiration of the Thirty (30) Day Notice period. In the event Tenant vacates the premises without notice, Tenant shall be charged rent on a prorated daily basis for a shorter of the following time periods: (i) the number of days necessary for Management to rent the unit, or (ii) for thirty days after Management learns of the vacancy.
- (d) _____ late fee charged on the 6th day of each month.

4. DISHONORED CHECKS

In the event that a payment for rent is paid with a dishonored check from the Tenant(s) to Management, Tenant agrees to pay \$20.00 as a handling fee for dishonored check. All future payments to be made by certified check or money order.

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5. SECURITY DEPOSIT

Tenant shall deposit with Management, as a Security Deposit, the sum _____ upon occupancy. Management may claim (withhold) of the Security Deposit, only such amounts as aid reasonably necessary to remedy Tenant defaults as follows:

- (a) in the payment of rent, or
- (a) cost of repairing any intentional or negligent damages to the premises caused by Tenant, members of the household, guest or associates exclusive of ordinary wear and tear, or
- (b) to clean such premises, if necessary, upon termination of the tenancy.

Management agrees to return the Security Deposit within twenty-one (21) days after the Tenant vacates the premises, less any deductions for any costs indicated above. If such deductions are made, Management will send Tenant a written statement of any such costs for damages and or other charges deducted from the Security Deposit. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.

6. UTILITIES

Tenant shall be responsible for all utilities and agrees to make payments for same, including any and all deposits required for said utilities, except water and garbage, which shall be paid by Management.

7. POSSESSION

If Tenant shall be unable to enter and occupy the premises at the commencement date, Management shall not be liable for damages to Tenant caused thereby, nor shall this Agreement be voidable, but during the period Tenant is unable to occupy said premises, Tenant shall not be liable for rent. Tenant may terminate this Agreement within thirty days of the commencement date if possession is not delivered by that time.

8. QUIET ENJOYMENT

Tenant shall be entitled to quiet enjoyment of the premises and Tenant shall not violate any Government law in the use of the premises, common waste or nuisance, annoy, molest, or interfere with any other Tenant or neighbor.

9. PETS

No Pets are allowed!

10. MULTIPLE OCCUPANCY

The undersigned Tenant(s), whether or not in actual possession of the premises, are jointly and severally liable for all rent incurred during the term of this Agreement and for all damages to the demised premises caused or permitted by Tenant and their guests.

11. ASSIGNMENT OR SUBLETTING

Tenant shall not sublet or assign all or any portion of the premises of Tenant's interest therein.

12. HOUSE RULES

Tenant agrees to abide by any and all house rules, including but not limited to rules with respect to noise, disposal of refuse, pets, parking, and use of common areas.

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13. PARKING

Tenant agrees to park no more than one vehicles in the designated parking spaces exclusively for automobiles, motorcycles and pickup trucks, excluding trailers of any kind, mobile homes, campers, buses or trucks larger than three-quarter ton, without prior written approval from Management. Tenant must register, with Management, these vehicles and display authorized parking permit. Vehicles must be in operable condition. Vehicles not in operable condition or which appear abandoned will be towed at Tenant's expense.

14. 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 are in force, pertaining to the use of the premises.

15. CONDITION AND ALTERATION OF PREMISE

Tenant has examined the premises and all equipment and furnishing thereon and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Management of any defects, dilapidations or dangerous conditions. Tenant agrees to keep the premises on good order and condition and to pay Management promptly for any repairs of the premises, its equipment or furnishings caused by negligence or misuse. Management agrees to promptly make repairs caused by defects in plumbing, wiring, heating and other equipment provided by Management. Tenant shall make no alterations or improvements of the premises without the prior written approval by Management. Should Tenant damage or depreciate the premises or make alterations or improvements without prior written approval by Management, then all costs necessary to restore the premises to its prior condition shall be borne by Tenant.

16. DUPLEX RENTAL

Tenant hereby agrees to take proper care of the yard surrounding the premises and to water, trim, cut lawn and shrubs at intervals when needed, and to keep the yard free of debris and other unsightly materials.

17. INVENTORY

Tenant acknowledges receipt of the refrigerator, stove, blinds, and carpet which is delivered with this Agreement or noted herein. It is conclusively presumed that said inventory is correct unless within three (3) days of taking possession Tenant submits to Management a written statement of any claimed discrepancy and acknowledged in writing to Management.

18. INSPECTION

Tenant agrees that Management or his agent may enter or inspect the premises in accordance with California Civil Code Section 1954. Management shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency, when the Tenant has abandoned or surrendered the premises, or if it is impractical to do so, Management shall give the Tenant reasonable notice of his intent to enter and enter only during normal business hours. Twenty-four (24) hours shall be presumed to be reasonable notice in absence of evidence to the contrary. If notice of termination of this tenancy has been given by either party, Tenant further agrees that Management of his agent may show the premises to prospective Tenants during the thirty (30) day period prior to terminate, or to prospective purchases of the property or to lending

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institutions or their representatives at any reasonable time.

19. INSURANCE

Insurance in effect on these premises does not cover the property, possessions, or personal liability of Tenant. Tenant desiring insurance protection against fire, theft or other catastrophes should consult their insurance agent.

20. TERMINATION

Management or Tenant may terminate the tenancy under this Agreement by the giving by one of the written notice to the other of their intention to terminate the tenancy at least thirty (30) days prior to the date of termination. Tenant must nevertheless pay rent for said thirty (30) days as hereinabove provided. The undersigned Tenant(s) hereby acknowledges that the notice to vacate given in accordance with this paragraph shall be effective when given by either one or all of the Tenants.

As condition for such termination, and prior to the return of any deposit, Tenant shall do the following: completely vacate the premises, including any areas of the general premises which the Tenant may be occupying or in which Tenant may have goods stored, deliver all keys, personal property listed on the inventory to Management in good and clean condition, reasonable wear and tear excepted, and leave Tenant's forwarding address. Tenant shall be responsible for any damages that Management may sustain from Tenant's failure to vacate premises as agreed.

21. ABANDONMENT

Tenant shall not vacate or abandon the premises prior to expiration or termination of this rental Agreement. If Tenant does abandon, Management shall have the right of re-entry in accordance with California Civil Code Section 1951.3.

22. ABANDONED PERSONAL PROPERTY

Tenant's personal property remaining in the premises after Tenant has vacated shall be disposed of in accordance with California Civil Code Section 1988.

23. DEFAULT

In the event Tenant shall fail to pay any part of the rental on the date required or any sum required to be paid or shall breach any other covenant, condition or provision in this Agreement, in addition to all other rights or remedies provided for by law. Management shall have the right to keep this Agreement in full force and effect and recover the rent as it becomes due, or to terminate this Agreement and relet premises. In the event Management elected to relet the premises, upon said reletting this Agreement shall terminate automatically upon the new Tenant taking possession of the premises, but Tenant shall be responsible for all damages to Management to that time. In the event of the termination of this Agreement, Management shall be entitled to recover from Tenant all amounts permitted by law.

24. ATTORNEY'S FEE

If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.

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25. LIABILITIES

Tenant shall hold Management and agents harmless from all claims of loss or damages to property and of injury to or death of persons caused by the intentional acts or negligence of Tenant, family members, guests, invites, occurring on the premises rented for Tenant's exclusive use. Tenant hereby expressly release Management from any and all liability for loss or damage to theft or other causes beyond the reasonable control of Management. Tenant's possessions placed within the building are so placed at Tenant's sole risk and Management shall have no liability for loss or damage to said possessions whatsoever. Tenant assumes responsibility for all items stored on these shall be no assignment or subletting by Tenant.

26. GENERAL

Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall more to the benefit of the heirs, administrators, successors, and assigns of all of the parties herein, and all of the parties hereto shall be jointly and severally liable hereunder except there shall be no assignment or subletting by Tenant.

Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any term or condition of this Agreement shall not constitute a Waiver of subsequent breaches. The invalidity of any provisions of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

27. NON-DISCRIMINATION

This lease is made subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, ancestry, age, or disability in the leases, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy, and of tenants (lessees).

28. ANNUAL RECERTIFICATION

There will be a re-certification process each year in which each resident 18 years and older will have to submit proof of their yearly income. This can be done by submitting the latest Internal Revenue Service (IRS) Tax Return forms, last three pay stubs and any other income such as, unemployment, social security payments, alimony payments, retirement income, welfare payments, etc. When one's income changes, the resident must inform Management to that change in income. Failure to report such changes may result in termination of the lease.

29. INCOME LIMIT POLICY

Units in this property are subject to rent and income limits set forth in an agreement with the City of Livermore. These limits are updated annually and posted on the City of Livermore website.

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BY SIGNING BELOW, TENANT AND MANAGEMENT ENTER INTO THIS LEASE AGREEMENT WHICH SHALL TAKE EFFECT ON THE "EFFECTIVE DATE" SHOWN ON THE TOP OF PAGE 1 OF THIS LEASE.

HOUSING AUTHORITY OF THE
CITY OF LIVERMORE

Head

Date

Housing Manager

Date