

LEASE AGREEMENT

LINCOLN GARDENS

1802 F STREET, NAPA CA 94559

(707) 253-1435

LINCOLN GARDENS hereinafter referred to as "Landlord", hereby leases to **Name(s)**, jointly and severally, hereinafter referred to as "Tenant", apartment number ___ (the "unit") in the apartment complex commonly known as LINCOLN GARDENS (the "premises"), located at 1802 F Street Napa, CA 94559 upon the following terms and conditions:

- 1 TERM:** The term of this Lease Agreement (the "Agreement") shall commence on **LCD** and terminate on **LTD**. The term of this Agreement shall be automatically converted to a month to month tenancy upon expiration of the initial term, without notice, unless Tenant is in default or unless terminated in the manner set forth herein or as permitted by law, or Landlord does not consent to holdover month to month.

In the event of Tenant's default or Landlord's termination of this Agreement as a result of Tenant's default, Tenant shall remain fully liable to Landlord for the full amount of all rent, additional rent, and other costs and expenses until the expiration of the initial or any renewal term of this Agreement.

- 2 RENT: Commencing LCD,** Tenant shall pay as rent for the unit, **Rent Amount (\$.00)** as the first months rent due in full upon lease signing, payable to **Lincoln Gardens**. The monthly scheduled rent of **Rent Amount (\$.00)** is due and payable in advance, without notice or demand, **on or before the first (1st) day of each month**, with the first month's rent due and payable in full upon signing of this Agreement. Rent may be delivered via US Mail or in person during business hours Monday through Thursday to 1802 F Street, Napa, CA 94559, Attn: Management Office. Rent received after the first (1st) of the month will be considered late. However, Tenant has until the fifth (5th) day of each month to pay rent without the imposition of any late additional rent charges.

If Landlord shall not receive any Rent within five (5) days after such amount shall be due, then without notice or requirement for, Tenant shall pay to Landlord a late charge equal to three (3%) percent of each such overdue amount or Fifty Dollars (\$50), whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall not event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.

In the event that any check, draft, or other instrument of payment given by Tenant to Landlord is dishonored for any reason, Tenant agrees to pay to Landlord the amount of the check and a service charge of Twenty Five Dollars (\$25) for the first check passed on insufficient funds, and Thirty Five Dollars (\$35) for each subsequent check passed on insufficient funds. The service charge may be in addition to any Late Charge. If Tenant's rent check is dishonored or received late two or more times in a 12-month period, Landlord may require Tenant to pay all subsequent rent in the form of cashier's check or money order.

Landlord shall have no obligation to accept any check drawn on any account in the name of any person or entity other than the Tenant(s). Personal checks will only be accepted from the 1st through the 5th day of each month; beginning on the 6th of each month, rent must be paid in the form of a cashiers check or money order. Any personal check tendered by Tenant to Landlord from the 6th on may be returned to Tenant, and rent shall remain unpaid until a cashiers check or money order is given to Landlord for the month's rent including any fees incurred. No cash will be accepted at any time. Landlord shall have no obligation to accept partial payment of rent, additional rent, or other charges, costs or expenses.

If more than one Tenant executes this Agreement, Tenant's liability shall be joint and several.

- 3 USE AND OCCUPANCY:** The unit shall be utilized or occupied exclusively as a residential dwelling, and cannot be utilized or occupied for any business, commercial or other purpose. Landlord shall be entitled, at its sole discretion, to refuse to permit any additional persons to occupy the unit. Any occupation of the premises by individuals other than Tenant and any designated children will result in Landlord terminating this Agreement. Landlord may remove any unauthorized occupant as a trespasser, or may require an unauthorized occupant to sign this Agreement. All authorized individuals occupying the premises, except the designated children, shall be required to sign this Agreement, and any failure to do so will result in Landlord terminating this Agreement.

Premises shall be occupied only by the following named person(s):

<i>Name</i>	<i>Birth date</i>	<i>Name</i>	<i>Birth date</i>
<i>Name</i>	<i>Birth date</i>	<i>Name</i>	<i>Birth date</i>

- 4 SECURITY DEPOSIT:** Upon signing this Agreement, Tenant shall pay to Landlord the sum of **Security Deposit Amount (\$.00)** as and for security to be utilized by Landlord for remedying any default of Tenant in the payment of rent, additional rent, late charges, attorney's fees, or damages to the premises caused by the Tenant, Tenant's family, pets, guests, invitees, for cleaning the premises, or for any damages which Landlord has suffered as a result of Tenant's conduct under this Agreement. Tenant shall not be entitled to payment of any interest on the monies deposited or held by Landlord as and for security. In the event Tenant fails to pay rent, additional rent, or other charges due hereunder, or otherwise defaults with respect to any provision of this Agreement, Landlord may, at its option, utilize all or any portion of the deposit for payment of rent or other charges, or for payment of any other costs or expenses incurred by Landlord as a result of Tenant's default. A portion of the Security Deposit may be withheld at termination in the event that all keys are not returned to the Landlord upon vacating the premises. The Security Deposit may not be used as payment for the last months rent.
- 5 QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Tenant or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
- 6 ABANDONMENT AND DEFAULT:** The premises shall be deemed abandoned by the Tenant and the Lease shall terminate if the Landlord gives written notice of his/her belief of abandonment, and the Tenant fails to give the Landlord written notice, prior to the date of termination specified in the Landlord's notice, stating that he/she does not intend to abandon the premises and stating an address at which the Tenant may be served by certified mail in any action for unlawful detainer of the premises. Landlord may serve the Tenant, with a written notice of his belief that the premises has been abandoned in the event that the rent for the premises has been due and unpaid for at least 14 consecutive days and the Landlord reasonably believes that the Tenant has abandoned the premises. The Landlord's notice of belief of abandonment shall be personally delivered to the Tenant or sent by first-class mail, postage-prepaid, to the Tenant at his/her last known address.
- If the Tenant fails, within fifteen (15) days after service of said notice, to pay the rent due and provide the Landlord with a written notice stating Tenant's intention not to abandon the premises and setting forth an address at which Tenant may be served with legal process, the property shall be deemed abandoned by the Tenant. Upon abandonment of the premises, Landlord may immediately take possession of the premises, without Court process, and may elect to immediately terminate this Agreement, and pursue such other remedies as are provided by this Agreement or by applicable law. Tenant shall remove all of his/her personal property from the premises upon abandoning or vacating the premises or upon expiration or termination of this Agreement. In the event Tenant has not removed all of his/her personal property from the premises upon abandoning or vacating the premises or upon expiration or termination of this Agreement, such property shall be deemed to be abandoned, and may be disposed of by Landlord in the manner permitted by law.
- In the event that Tenant defaults or breaches this Agreement, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California law. Damages Landlord may recover include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Agreement, exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided.
- 7 UTILITIES:** Tenant shall be responsible for and shall timely pay for all utilities and Tenant expressly acknowledges that charges for water, sewer, gas, electricity, and trash disposal are not included with the Tenant's rental of the premises. Tenant is responsible for all utilities described above as of the date Tenant takes occupancy. Tenant shall also be responsible for payment of any charges incurred for telephone, cable television or internet services.
- 8 PARKING:** In addition to the provisions set forth in the House Rules lease addendum, this Agreement designates covered parking space number ___ for Tenant's use. Additional vehicles belonging to Tenant, his/her guests, family members, or invitees shall be parked in the uncovered areas on a first come first serve basis, with priority given to residents. The space is solely for parking registered, legal automobiles or

motorcycles in working order. Landlord shall not be responsible or liable for damage to or theft of vehicles operated, parked or stored on Landlord's property.

- 9 **ALTERATIONS:** Tenant shall not alter or modify the premises or the improvements thereto without first obtaining the written consent of the Landlord. In the event Tenant alters or modifies, or the improvement thereto, without first obtaining Landlord's written consent, Landlord may require Tenant to remove such alterations or modifications, and require Tenant to restore the premises to their original condition, all at Tenant's sole cost and expense.
- 10 **ASSIGNMENT AND SUBLETTING:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Tenant, at the election of Landlord, shall be a breach of this Agreement.
- 11 **PETS:** Absolutely no animal, bird or other pet will be kept on the premises, except properly trained dogs needed by disabled persons. Written permission from Landlord as an addendum to this Agreement and additional security deposit is required in the case of any exception.
- 12 **CARPETS:** Carpets are new or have been professionally cleaned prior to Tenant(s)' occupancy. If Tenant moves out within two (2) years, or is permitted to have pet(s) on the premises, Tenant is responsible for carpet cleaning by a licensed professional at the time of move-out.
- 13 **NON-SMOKING COMPLEX:** Tenant acknowledges that this unit and premises is non-smoking. Smoking by Tenant or guests anywhere on the property is strictly prohibited.
- 14 **ATTORNEY FEES AND COURT COSTS:** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- 15 **NOTICES:** Any written correspondence or legal notices to Landlord must be signed by all Tenants and should be mailed certified to:
LINCOLN GARDENS
1802 F STREET, NAPA, CA 94559
Attn: Management Office
- 16 **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Tenant agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Tenant shall keep the premises and furniture, furnishings and appliances, and fixtures which are rented for Tenant's exclusive use, in good order and condition. Upon move-out, Tenant agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Tenant shall pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Tenant, Tenant's guests or invitees.

Tenant's property is not insured by Landlord. Tenant is not a co-insured and is expressly excluded from any insurance policy held by Landlord which is now in effect or becomes effective during the term of this Agreement. Tenant shall obtain and pay for a Renter's Insurance Policy. Insurance must be both general liability and personal property, with Landlord listed as additional insured. Landlord must approve the amount of liability insurance, be furnished with a certificate of insurance as proof of coverage, and must be notified in advance of cancellation. If Tenant fails to obtain adequate insurance, Landlord may obtain it on Tenant's behalf and charge Tenant the cost.
- 17 **SUBROGATION:** Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the premises, a waiver of any right of subrogation that any such insurer of one party may acquire against the other by virtue of payment of any loss under that insurance.
- 18 **RIGHT TO ACCESS:** California law allows Landlord or its authorized employee(s) to enter the premises for certain purposes during normal business hours. Landlord or its authorized employee or representative may also enter the unit to conduct a quarterly inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant written notice prior to entry whenever required by state law. Tenant's non-compliance with Landlord's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
- 19 **REGISTERED SEX OFFENDER NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

- 20 ADDENDA:** This Agreement, which includes all addenda, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Tenant acknowledges receipt of and agrees to comply with all the provisions set forth in the Tenant Policies and House Rules, Mold Addendum, Utility Addenda and/or any other addenda attached hereto or delivered to Tenant which provisions are incorporated as part of this Agreement. Tenant agrees and acknowledges that any breach of any part of said provisions shall constitute a default under this Agreement and Landlord may, at its election, terminate this Agreement as a result thereof.
- 21 CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Tenant expressly authorizes Landlord (including a collection agency) to obtain Tenant's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Tenant, both during the term of the Agreement and thereafter.
- 22 FULL PERFORMANCE:** This Agreement which includes all attachments constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. The terms and conditions hereof shall apply to and are binding on the heirs, legal representatives, successors, and assignees of the parties hereto. Any legal action brought in connection with this Agreement shall be considered under the California law and venue. Jurisdiction shall be in Napa County California.
- 23 VALIDITY OF EACH PART:** If any portion of this Agreement is held to be invalid, that portion will not affect the validity or the enforceability of any other provision of this Agreement.

TENANT ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES HAVING READ THE FOREGOING AGREEMENT AND ACCOMPANYING HOUSE RULES, AND ANY OTHER ADDENDUM, CONDITIONS, DISCLOSURES, COVENANTS AND PROVISIONS THEREOF. THE UNDERSIGNED SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE, WHETHER OR NOT IN ACTUAL POSSESSION OF THE PREMISES, FOR PERFORMANCE OF ALL THE OBLIGATIONS UNDER THIS AGREEMENT, AND BOTH THE COMMUNITY AND ANY SEPARATE PROPERTY OF EACH PARTY SHALL ALSO BE LIABLE. TENANT SHALL INDEMNIFY LANDLORD FOR LIABILITY ARISING PRIOR TO THE TERMINATION OF THIS AGREEMENT FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSE OR PERMITTED BY TENANT(S), THEIR GUEST AND INVITEES.

Dated this _____ day of _____, **2007.**

TENANT(S): NAME(S)

BY: _____

NAME: _____

BY: _____

NAME: _____

BY: _____

NAME: _____

BY: _____

NAME: _____

LANDLORD: LINCOLN GARDENS

As Managing Agent:

BY: _____

NAME: _____