



De Anza Gardens

Lease

This agreement made this _____, day of _____ 2004 by and between **De Anza Gardens Apartments**, ("Landlord) and, _____ Tenant(s)" witness the Agreement of the parties that:

1. Premises: Landlord leases to Tenant and Tenant leases from Landlord the premises situated in the City of Bay Point, county of Contra Costa, State of California, described as _____ # _____ **Bay Point, CA 94565** on the following terms and conditions.
2. Term: The term hereof shall commence on _____ and continue until _____, and on a month -to -month basis thereafter, at which time either party may terminate this agreement by giving the other party 30 days written notice.
3. Rent: Rent shall be \$ _____ **per month** for the initial items. Rent is payable in advance on the first day of each calendar month to De Anza Gardens Apartments, Bay Point CA 94565. Checks should be made to De Anza Gardens Apartments. Rent that is not paid before the sixth day of the month will be considered delinquent. At that time, a **\$50.00** late fee will be charged and Tenant shall be in breach of this Agreement. In the event of this breach, the Landlord has the option to immediately take steps to terminate this Agreement. A service fee of **\$25.00** will be charges for return checks. Following the occasion of two checks being returned by the bank, rent payments by cashier's check or money order will be required.
4. Damage and Security Deposit: Tenant has deposited with Landlord the amount of \$ _____ as a security deposit for the full performance and observance of each of the provisions in this Agreement. If Tenant defaults on this Agreement. Owner may retain the whole or part of the security deposit to defray any expense reasonably incurred by reason of the default. At the end of the term of this Agreement, or any extension thereof, if Tenant is not in default, the security deposit shall be returned Tenant, less deductions for any outstanding rents, damage, or cleaning charges, reasonable wear and tear accepted. Should closing charges for rent, damages, etc. Exceed the security deposit, Tenant shall be responsible for the total amount of the outstanding balance. Tenants shall not have the right to apply the security deposit in payment of the last month's rent. The balance of all deposits shall be refunded within twenty one (21) days from the date possession is delivered to Landlord or Landlord's authorized agent, together with a statement showing any charges made against such deposits by Landlord.
5. Individuals and Several Responsibility: It is expressly understood that this Agreement is between Landlord and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for rent and all other provisions of this Agreement.
6. Use / Household Composition: The premises shall be used as a residence by the undersigned Tenants, such family consisting of One adult(s) and One child (ren), and for no other purpose, without the prior written consent of the Landlord. Occupancy by guest staying over fifteen (15) days will be considered in violation of this provision, unless resident has received written permission by the management. New additional members of the household may affect the eligibility of the household under the regulations of the Federal Law Income Housing Tax Credit Program. Failure to report occupancy changes could result in eviction.

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7. Utilities: Landlord shall pay all charges for trash.. Tenants shall be responsible for all other utilities supplied to Tenant's leased premises.
8. Alteration: Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written approval of management. Tenant also agrees not to make any other alterations, additions, or improvements to the premises without prior written consent of the Landlord.
9. Keys: Landlord shall provide Tenant with apartment door, dead bolt, and mailbox key for each adult member of the household. Additional keys may be obtained from the manager at cost of \$5.00 per key.
10. Accuracy of Information: It is expressly understood that the Landlord has entered into this Agreement on the basis of information provided by Tenant regarding Tenant's household income and financial status. It is specifically agreed that each obligation of the Lease, Application, and Certification is material, and that violation of any obligation or misrepresentation of any information shall constitute a noncureable breach of the Lease.
11. Annual Recertification: Tenant acknowledges that De Anza Gardens Apartments is operated under the rules and regulations of the Federal Low Income Housing Tax Credit Program (the "Program"). Accordingly, in compliance with the regulations of the Program, each year, approximately 90 days prior to Tenant's anniversary date, Landlord require will require Tenant to complete forms needed to re-verify Tenant's total household income and to supply any other information to determine Tenant's continued eligibility under the programs governing the property. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant. Failure to comply with the recertification procedures is a breach of this Agreement. The Recertification Addendum with this lease explains this process further.

The Program also provides for specific qualifications and restrictions with respect to occupancy of Program units by full-time students. Tenant acknowledges that qualification to remain as a Tenant at De Anza Gardens Apartments is at all times dependent upon the household meeting all student status requirements. Should Tenants fail to meet all student status requirements as described in the attached lease addendum, "Tax Credit Program- Restrictions on Students," residents will be required to vacate their premises within six months from receiving notice from Landlord.
12. Prohibited Uses: Tenants shall not do anything or keep anything on the premises which will in any way increase the existing rate of fire or other insurance upon the premises, or cause a cancellation of any insurance policy covering the premises. Tenants shall not commit or allow any nuisance or waste upon the premises. Tenant shall not allow any guest to use the premises in a manner which conflicts with the Rules and Regulations of the property, or any law, statute, ordinance or governmental rule or regulation in force.
13. Liens: Tenants shall keep the premises and the property in which the premises are situated free from any liens arising out of any worked performed, materials furnished or obligations incurred by Tenant.

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14. Assignment and subletting: Tenants shall not assign, transfer, mortgage, pledge, hypothecate or encumber this agreement, and shall not sublet the premises or allow any other person to occupy or use the premises. Any assignment or subletting of the premises by Tenant shall be grounds for Landlord's immediate termination of this Agreement. No interest of Tenant in this Agreement shall be assigned by operation of law.
15. No Pets: No pet shall be kept on the premises, with the exception of small birds (2) and fish. Please refer to the Rules and Regulations regarding pet regulations.
16. Maintenance: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant shall at his/her own expense and at all times, maintain premises, including all equipment, and furnishings therein, in a clean and sanitary manner, and shall surrender the same at termination of this Agreement in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his/her family, invitees and guests. Tenants shall be responsible for any cleaning, extermination or fumigation rendered necessary by the acts or negligence of Tenant. Tenant shall not wallpaper, paint or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord.
17. Damages to Premises: whenever damages are caused by carelessness, misuse or neglect on the part of the Tenant, his/her family, visitor or any other persons under the Tenant's control and permission, the Tenant agrees to pay:
 - a. The cost of all repairs within 30 days after receipt of the Landlord's demand for the repair charges;
 - b. The rent due, including the rent due during the time premises are damaged.

If the Premises are rendered uninhabitable by the act or negligence of Tenants or guests, the lease agreement is immediately terminated and Tenant shall be responsible for all damages.
18. Entry by Landlord: Landlord or Landlord's authorized agent reserves and shall at all times have the right to enter the premises during normal business hours upon the request of Tenant, or after giving Tenant twenty -four (24) hours written notice, for the purpose of inspecting the premises, exhibiting the premises to prospective renters, for the posting of notice of non-responsibility, or to alter, improve or repair the premises. Landlord may also for such purposes erect scaffolding and other necessary structures where the reasonably required by the character of the work to be performed. Tenant hereby agrees to waive any claim for the abatement of rent or damages for loss of occupancy or quiet enjoyment of the premises or any other loss of occasioned thereby. In the event of any emergency, Landlord or Landlord's authorized agent shall have the right of immediate entry to the premises.
19. Inspections: Upon move-in, Landlord shall conduct a move-in inspection with the Tenant and any defects or repairs needed, will be noted. Any items that will not be repaired will be noted and Tenant will not be held responsible for the item upon vacating the premises.

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Landlord will conduct an annual unit inspection to check for maintenance problems, general housekeeping, etc. Tenants will be given ample notice of any unit inspection to be conducted. Additionally, a move-out inspection will be done after Tenant vacates their unit to determine the condition of the unit. Tenant must notify Landlord if they wish to be present for this inspection.

20. Termination of Tenancy: Tenant is responsible for the payment of rent during the term of the lease agreement. Should Tenant vacate the unit prior to the expiration of the lease agreement, Tenant shall remain responsible for the rent either until expiration of the lease term or until a new Tenant begins paying rent on the unit, whichever occurs first. After the initial term of the lease, tenancy may be terminated after giving a written thirty (30) day notice to vacate the premises and Tenant will remain responsible for payment of the lease for breach will not release Tenant from the obligation to pay rent due according to the terms of this lease.

Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement for any breach of the lease agreement or violation of the Rules and Regulations, which are an addendum to this lease. Tenant may request an informal or formal hearing with a third party representing the Landlord who was not involved in the original decision to terminate this Agreement. A hearing must be requested within seven (7) days of receipt of the original notice to terminate the lease. The results of the hearing will be given to the Tenant within five (5) days of the hearing.

21. Unlawful Activities: Upon threat of eviction, Tenant agrees to:
- a. Not permit guests or other household members to engage in unlawful activities in the unit, in the common areas or on the project grounds. These unlawful activities include, but are not limited to, the possession, use and/or sale of controlled substances (illegal drugs), and disturbances or act of violence that damage or destroy the dwelling unit or disturb or injure other Tenants, guests or other household members.
 - b. Remove from occupancy any guest or other household member who has engaged in unlawful activities in the unit, in the common area, or on the project grounds, after notice from Landlord. The Tenant further agrees that the failure to remove said guests or other household members after notice from Landlord shall be material non-compliance with this lease agreement and grounds for termination of tenancy for the entire household.
 - c. Not engage personally in unlawful activities in the unit, in the common areas, or on the project grounds. Such activities include but are not limited to those listed in "a" above.
22. Non-discrimination: Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, sexual orientation, age, handicap, member in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

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23. Waiver: the waiver by Landlord of the breach by Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

24. Rules and Regulations: Tenant acknowledges receipt of a copy of Landlord's Rules and Regulations which are considered a part of this Lease Agreement. Landlord may, from time to time, amend the Rules and Regulations with 30 days written notice to Tenant. Failure to comply with the Rules and Regulations will be considered a breach of this agreement.

25. **Rent Increases: Tenant agrees that the rental amount indicated in the Apartment Lease Agreement (paragraph 3) may be increased once during the initial term and/or during any renewal terms of this lease. Owner agrees that Tenant will be provided written notice in accordance with local statutes of any such increase. Any such increase shall be computed in accordance with applicable IRS regulations, and shall not exceed the amount allowable by TCAC.**

Tenant initials

Time is of the essence in the execution of this Agreement.

Tenant Signature

Date

Landlord: _____
Property Manager

Date

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LEASE ADDENDUM - TRANSFER POLICY
De Anza Gardens Apartments

Tenants may be considered for in-house transfers based upon the following criteria:

- A. Health: If a Tenant requests to move to another unit due to health considerations, the Tenant must provide the management with evidence from their doctor that their condition warrants a consideration for transfer. A signed letter by the doctor explaining the situation of the Tenant and the reasoning for the request is sufficient. Management will make a decision based upon the information that they have received from the Tenant.

- B. Household Composition: If a Tenant's household size increase/decreases, they are required to notify the management. If the Tenant would like a larger/smaller unit, they are to notify the management in writing of their request. If their request is approved, they will be put on the In-House Transfer list.

- C. Management Approval: Management has the right to approve or disapprove all transfer requests and each request will be examined on its own merits.

If an in-house transfer is approved, and a unit is available, the Tenant must pay a full security deposit for the new unit. This security deposit is separate from the existing security deposit on the Tenant's former unit.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord: _____
Property Manager

Date

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LEASE ADDENDUM
TAX CREDIT PROGRAM - RESTRICTIONS ON STUDENTS

In general, tax credit units cannot be rented to students unless they meet certain criteria. A unit is ineligible for tax credits if **all** of the occupants are full-time students* unless:

1. **The student files a joint tax return.**
2. **The student is currently receiving Title IV of the Social Security Act (“AFDC”).**
3. **The student is currently enrolled in a job-training program receiving assistance under the Job Training Partnership Act (JTPA) or under other similar Federal, State, or Local laws.**
4. **The student is a single parent with child (ren) and both the student and the child (ren) are not dependents of another individual.**

If a student meets any of the criteria, he/she may be considered a “Qualified Full-time Student.”

- Full-time student is defined by the number of credit hours and the definition of full-time instituted by the school the student attends.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Landlord: _____
Property Manager

Date