

## CALIFORNIA RESIDENTIAL LEASE/RENTAL AGREEMENT

LANDLORD

HONGYING FAN

TENANT(S)

Xinhang Xu (徐新航)

PROPERTY ADDRESS:

1514 Pole Line Rd

Davis, CA 95618

1. **RENTAL AMOUNT:** Beginning Sept. 1st, 2024 TENANT agrees to pay LANDLORD the sum of \$ 835.00 per month in advance on the 1st day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: Zelle. Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. **TERM:** The premises are leased on the following lease term: (please check one item only)

☐ Month-to-Month

(or)

☒ Until 3/31/2025, 2025.

3. **SECURITY DEPOSITS:** TENANT shall deposit with landlord the sum of \$ 835.00 as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

4. **INITIAL PAYMENT:** TENANT shall pay the first month rent of \$ 835.00 and the security deposit in the amount of \$ 835.00 for a total of \$ 1670.00. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

5. **OCCUPANTS:** The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

one person only



adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

**24. NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the manager's apartment or to:

HONGYING FAN by texting or emailing

**25. PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

**26. ADDITIONAL RENT:** All items owed under this lease shall be deemed additional rent.

**27. APPLICATION:** All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

**28. GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of California.

**29. MEGAN'S LAW:** 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](http://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.

**30. ADDITIONAL TERMS:**

Landlord pays for ~~electricity~~ water, garbage & insurance, tenant pays for electricity & WI-FI (average cost) monthly. The room should be returned at the original condition when moved in. Any damage caused by tenant will be deducted from security deposit.

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**31. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement.



TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

LANDLORD/AGENT'S SIGNATURE Hongsheng Fan

DATE 8/24/24

TENANT'S SIGNATURE 徐新航 Xinhang Xu

DATE 2024/8/24

TENANT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_