

J. CATANIA APARTMENTS

P.O. Box 25090
San Mateo, CA 94402

Phone (650) 344-8418
Fax (650) 344-0474

Managers: Chuck or Mike
(650) 593-8254

August 2, 2019

Yue Li
Zheyang Lin
2431 Carlmont Dr., Apt #20
Belmont, CA 94002

Dear Yue and Zheyang,

We want to welcome you as a new resident in our rental community and hope that we will have a long and happy relationship.

Enclosed you will find a copy of our signed rental agreement package and related literature. We suggest you keep these for future reference.

We require that you maintain renter's insurance. *Please provide us with a copy of your policy if you have not already done so.* Should an unexpected occurrence take place, renter's insurance will generally cover the expense. It is usually available through your auto insurance carrier or any major insurance company at very low rates.

We would appreciate having your new telephone number so that we may contact you in case of an emergency.

This is also to inform you that your rent will be pro-rated as of August 13, 2019 so please use the following payment schedule:

Rent Paid July 13 to August 12, 2019 = \$2,100.00.

On August 13, 2019 pay \$1,330.00 for rent for the period from August 13 to August 31, 2019.

On September 1, 2019 pay \$2,100.00 for rent for the month of September 2019.

Thereafter, your rent is always due on the **first** of every month.

If you have any further questions or in case of any repairs needed to your apartment, please call your building manager at the above telephone number.

Respectfully,


D. Catania,
J. CATANIA APARTMENTS

Enc: Rental Agreement Package, Prop 65 Information, Lead Brochure, Recycling Guide

LEASE AGREEMENT

THIS AGREEMENT between _____ Catania Apartments _____ "Landlord",
 and _____ Yue Li and Zheyang Jin _____
 (Name of Landlord)
 (List all Residents who will sign this Agreement)

"Resident" is effective when fully executed by all parties. The Owner's obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Landlord rents to Resident and Resident rents from Landlord for residential use only, the premises located at:

2431 Carlmont Drive, Unit # (if applicable), 20
 (Street Address)

Belmont, CA, 94002
 (City) (Zip)

2. **TERM:** The term of this Agreement is for 12 M^oNTHS (Term), beginning on 7/13/19 (Date) and ending on 7/13/20 (Date)

at which time this Lease shall terminate without further notice. Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the premises. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Landlord of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Landlord may terminate the tenancy by service upon the Resident of a written 30-day notice.

3. **RENT:** Rent is due in advance on the first day of each and every month, at \$2100.00 per month. Tenancy start date: 7/13/19 (Date). Rent for any partial month shall be prorated at the amount of 1/30th of the monthly rent per day.

a. **Prorated Rent (if applicable)**

The tenancy did not start on the rent due date specified above. Resident is to pay:

One month's rent at move-in: \$ 2100.00 ~~1076324905~~ (Full rent amount) (6/13/19)

Prorated rent of \$ 1330⁰⁰ (Amount of prorated rent) on 8/12/19 (Date)

The regular rent of \$ 2100, each month, beginning 9/1/19.



b. Payment Methods

Payments made in person may be delivered between the hours of 8:00 AM and 6:00 PM on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other Drop Box 24/7

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit Card (see Landlord for details) and Cash

c. Rent Payee and Location

Rent is to be paid to Catania Apartments
(Name to whom rent payment should be made)

and is to be delivered to Chuck or Mike - Building Managers
(Name to whom rent should be delivered)

at Drop Box located at 2431 Carlmont Drive, Apt. #10, Belmont, CA 94002
(Address where payments should be delivered)

Telephone number for above address: 650-593-8254

4. SECURITY DEPOSIT: Resident shall deposit with Landlord, as a security deposit, the sum of \$2,200.00, as follows:

prior to taking possession of the unit (If no box is checked, this provision applies.)

at the time this Agreement is signed.

Resident shall not use the security deposit to pay any month's rent. Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Landlord has regained possession of the premises, Landlord shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above. After either the Landlord or the Resident provides notice to terminate the tenancy, the Landlord and Resident may mutually agree to have the Landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident or to another form or method of return.

5. UTILITIES: Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of

Resident, except: water, sewer and trash collection

Resident shall have the following utilities connected at all times during the tenancy (check as applicable):

Gas Electric Water Trash Sewer Other: _____

Disconnection of utilities due to non-payment is a material violation of this Agreement.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Landlord.



- 6. LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the _____ first _____ of the month, there will be a late charge of \$5.00 per day _____ assessed. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Landlord for the amount of the check and a service charge of \$ 25/\$35 _____, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.
- 7. PAYMENTS:** In the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment. If payment by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Landlord must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Landlord will accept rent payments only from the Resident. Landlord may require a signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Landlord elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Landlord's rent refund check shall not defeat Landlord's rejection of the rent being refunded.
- 8. CHANGE TO PAYMENT METHOD.** The Landlord may refuse certain payment methods listed in the paragraph entitled "RENT," above, as the form of payment to cure a Three-Day Notice to Pay Rent or Quit, Three-Day Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Landlord may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Landlord with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Landlord chooses to demand or require cash payment under these circumstances, the Landlord shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Landlord, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
- 9. RENTAL UNIT AVAILABILITY:** In the event the unit is not available on the move-in date due to a prior Resident holding over, or other cause not within the control of Landlord, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.
- 10. ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
- 11. OCCUPANTS:** Premises shall be occupied only by the following named person(s):
- | | | | |
|----------------|---------------------------|---------------------|-----------------------------|
| Name
Yue Li | Birthdate
July 8, 1993 | Name
Zheyang Jin | Birthdate
April 12, 1987 |
| Name | Birthdate | Name | Birthdate |
| Name | Birthdate | Name | Birthdate |
| Name | Birthdate | Name | Birthdate |
- 12. GUEST(S):** Except as otherwise provided by prior written agreement, any person who is not listed as an Occupant on this Agreement is a Guest. A Guest may not stay on the premises for more than 2 consecutive days, or a total of 24 days in a 12-month period. At the discretion of Landlord, Guest(s) who overstay this limit may be required to go through the application process, and if approved, must sign a Rental/Lease Agreement. Resident is responsible for any violation of this Rental/Lease Agreement by Resident's Guests.



39. SEVERABILITY CLAUSE: If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

40. ENTIRE AGREEMENT: This Agreement, which includes all attachments referred to above, 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. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.

41. DISCLOSURE OF PERSON(S) AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICE OF PROCESS AND NOTICES: The following information is provided as required by California Civil Code Section 1962.

a. Service of Process and Notices

Notices, demands, and service of process shall be delivered to the following person, who is the (check one)
 Landlord Agent for service of process and notices:

Chuck or Mike - Building Managers
(Name of person to whom documents should be delivered) _____ 650-593-8254
(Telephone number of person) _____
at _____ 2431 Carlmont Drive, Apt. #10, Belmont, CA 94002
(Address where documents should be delivered)

b. Persons Authorized to Manage the Premises

The following person is authorized to manage the premises:

Chuck or Mike - Building Managers
(Name of person to authorized to manage the premises) _____ 650-593-8254
(Telephone number of person) _____
at _____ 2431 Carlmont Drive, Apt. #10, Belmont, CA 94002
(Address of person authorized to manage the premises)

If a person other than Landlord (identified at the beginning of this Agreement) is listed in this paragraph as a person who is authorized to manage the premises, this means the Landlord has contracted with an agent to manage the premises on Landlord's behalf. Unless otherwise specified in this Agreement, for any obligations Resident has to Landlord, Resident shall tender their performance to the agent identified in this paragraph as the person authorized to manage the premises. For example, if Resident is required to seek Landlord's written permission before engaging in certain conduct, Resident shall seek such permission from the agent identified in this paragraph as the person authorized to manage the premises. The agent identified in this paragraph as the person authorized to manage the premises is authorized to act for and on behalf of Landlord with respect to all of Landlord's obligations under this Agreement.

42. ATTORNEYS' FEES: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ _____, plus court costs.
or
 each party shall be responsible for their own attorneys' fees and court costs.

43. MANDATORY BED BUG NOTICE: California law requires all Landlords to provide specific information about bed bugs to their Residents. By initialing as provided, Resident(s) acknowledge receipt of the Bedbug Notification Addendum attached hereto.

Resident(s) initials here: ZJ YL



