

WFT CA APARTMENTS, LLC.

WFT CA APARTMENTS, LLC • 480 3RD STREET • OAKLAND, CA 94607
(510) 625-2060



1. Agreement to Lease

1.1 LEGALLY BINDING AGREEMENT

This is a Legally Binding Agreement – Please read it carefully

1.2 PARTIES:

This Lease, executed in duplicate at the **WFT CA APARTMENTS, LLC** at:

**2720 COLLEGE AVENUE
BERKELEY, CA 94705**

This Lease is Executed on 10/01/2019 between WFT CA APARTMENTS, LLC. and Uri Merchav, Meital Bendet and **no others** respectively "Landlord" and "Tenant", without regard to number and gender.

1.3 PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth herein, the Premises ("Premises") commonly known and described as:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The Premises that are leased are unfurnished; if furnished, the furniture and furnishings shall be listed in accordance with the inventory attached hereto and incorporated as a part of this Lease.

1.4 TERM:

The term of this Lease shall commence at 12:01 a.m. on 11/05/2019, and end at 12:01 a.m. on 01/15/2020, unless sooner terminated pursuant to any provisions hereof. Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder, but in such case Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant and the commencement and termination date of this Lease shall be revised to conform to the date of Landlord's delivery of possession; provided, however, that Tenant may terminate this Lease by written notice to Landlord within three (3) days of said commencement date, if possession of the premises is not tendered on or before said date and a full security deposit refund will be issued. In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease, including the obligation to pay rent at the same monthly rate as that prescribed for the first month of the Lease term.

1.5 RENT:

Commencing on 11/05/2019, Tenant shall pay to Landlord as rent for the premises, without deduction or offset, prior notice or demand, the sum of \$3,579.87 and any additional monthly charges delineated below for the period of 11/05/2019 through the end of the calendar month. On the first day of the second calendar month of the Lease, Tenant shall pay the prorated rent in the amount of . Thereafter, the base monthly rent of \$3,579.87 is due on the first (1st) day of each and every calendar month. Rent for any period during the term hereof or any extensions, which are for, less than one (1) full calendar month shall be a pro rata portion of the monthly rent. Rent shall be payable in the form of certified funds, Tenant's personal check (subject to the limitations as hereinafter provided), Electronic Payment (subject to the limitations as hereinafter provided), or money order to Landlord at the rental office, or to such entity or place as Landlord may from time to time specify by written notice served on Tenant. **Monthly Charges Table:**

Utility Reimbursement Fee	\$50.00
Parking Income	\$125.00
Rent Income	\$3,579.87
Total:	\$3,754.87

Rent for this unit shall increase, annually, effective January 1 of each year, in the amount of any annual general adjustments approved by the Berkeley Rent Stabilization Board. Rent may also increase at other times, as may be ordered or authorized by the Rent Board. (or: Rent for this unit shall increase, annually, effective on the anniversary date of the commencement date of tenancy. Rent may also increase at other times, as may be ordered or authorized by the Berkeley Rent Stabilization Board)

1.6 RE-MARKETING FEE

In the event that Tenant breaches the Lease by vacating or abandoning the premises prior to the scheduled expiration of the term of the Lease, then Landlord shall incur resulting damages in the form of re-marketing expenses that would be impractical or extremely difficult to determine. Therefore, in the event of such breach, Tenant shall pay to Landlord the sum of **Three Hundred Dollars and Zero Cents (\$300.00)** as a liquidated damage for re-marketing expenses incurred by Landlord. This liquidated damage is in addition to Tenant's obligation to remit rent and other charges as provided by the Lease to the Landlord through the scheduled term of the Lease. Tenant's rent responsibility will end upon the re-rental of the unit.

1.7 LATE PAYMENTS & DISHONORED CHECKS

In the event that any payment of monthly rent is not received by Landlord within Seven (7) days from its due date, Tenant shall pay a **late charge in the amount of Ten Percent (10%) of the Rent**, in addition to the monthly rental installment due and payable. This late charge does not establish a grace period; Landlord may make written demand for payment of rent if not paid on its due date. Landlord and Tenant agree that the late charge is presumed to be the damages sustained because of Tenant's late payment of rent and that it is impracticable or extremely difficult to fix the actual damages sustained by Landlord as a result of such late payment of rent. In the event that Tenant's bank fails to honor Tenant's rent check during the term of this Lease or any extension thereof, all rent thereafter shall be paid and acceptable only in the form of certified check or money order; in such event, any tender of rent in the form of Tenant's personal check shall be deemed invalid and of no force and effect. Tenant shall replace any dishonored check with a certified check or money order in the actual amount of the check plus a processing fee equal to the sum of **Fifty Dollars and Zero Cents (\$50.00)** or Landlord's actual charge from its bank as a result of the returned check, whichever sum is greater. **A breach of this paragraph is considered material and good cause for eviction under the Berkeley Rent Stabilization Code.**

a) **Additional Rent.** Any late fees assessed against Tenant under the terms of this Agreement shall be considered "Additional Rent" and Landlord shall be entitled, at its option, to treat Tenant's failure to pay any such late fees as a default of the payment of rent giving Landlord the right to take any action as prescribed by law including but not limited to deduction from security deposit and commencement of Unlawful Detainer proceedings.

(b) **Immediate Obligation to Remit.** Tenant has an obligation to immediately remit to Landlord the full amount of both the Rent and Additional Rent (occasioned by Tenant's failure to remit rent within Three (3) calendar days of its due date). Tenant has no right to defer payment of any or all rent.

(c) **Receipt of Monies by Landlord.** All payments received by the Landlord shall be applied in the following order: Outstanding Charges due from Tenant other than Base Monthly Rent; Additional rent (as defined in this Agreement); and Base Monthly Rent.

1.8 SECURITY DEPOSIT

Landlord hereby acknowledges that Tenant has deposited with Landlord the further sum of: \$3,400.00 "Security Deposit" to secure the faithful performance by Tenant of each term, covenant and condition of this Lease for the entire term or any renewal hereof and for the cleaning of the Premises after surrender by Tenant. If at anytime during the term of this Lease or following the expiration or earlier termination thereof, any of the rent or other sums overdue to Landlord remains unpaid, then Landlord may (at the option of Landlord) appropriate and apply all or any portion of the Security Deposit to the payment of such overdue rent or other sums, but by appropriating the Security Deposit, it is agreed that Landlord in no way waives, any of its rights to the balance of rent or other sums due under this Lease. If during the term hereof or an ensuing renewal period a part of or the whole deposit is appropriated and applied to sums due Landlord, then upon written notification, Tenant shall remit to Landlord a sufficient amount payable by check to the Landlord all sums due (if the Security Deposit was inadequate) and to restore the Security Deposit to the original sum stated. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a material breach of this Lease. Provided all terms of this Agreement have been met, within three (3) weeks from the date Landlord receives possession of the Premises, the full amount of the Security Deposit shall be returned to Tenant, less only such amounts as are reasonably necessary (a) to remedy any defaults in the payment of rent and charges due from Tenant; or (b) to make any required payment on Tenant's behalf; or (c) to paint, clean carpet, draperies, appliances and interior of the Premises; or (d) to repair damages to the Premises caused by Tenant, exclusive of ordinary wear and tear and damages by acts of God; or (e) to repair any damages caused by Tenant's failure to return all keys to the Premises. Tenant agrees that soilage, including dye, oil and mud spots, is not ordinary wear and tear and agrees to restore the Premises to the original condition at commencement of tenancy. At the time specified herein for returning the Security Deposit to Tenant, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any Security Deposit received and the disposition of such Security Deposit. Tenant shall not offset any rent payments or other charges due and payable hereunder by Tenant to Landlord against any sums being held as a Security Deposit. Before 5:00 p.m. on the last day on which Tenant is entitled to possession of the Premises, Tenant shall give Landlord written notice of Tenant's forwarding address. In the event that some but not all Tenants (as designated in paragraph 1 above) have previously vacated the Premises, then the Landlord shall have the right to refund any portion of the security deposit solely to the remaining Tenant.