

RESIDENTIAL LEASE

This Residential Lease ("Lease") is entered into, as of the date last below written, by and between CENTRAL CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California nonprofit religious corporation, ("Conference") and _____ ("Local Organization")
(Name of local organization)
(Conference and Local Organization being collectively called "Landlord" herein), and _____ ("Tenant").

1. Lease. Conference owns the real property located at _____,
(Street address, including city)
_____ County, California ("Premises"). Local Organization, pursuant to the policies of the Seventh-day Adventist Church, occupies and makes the day-to-day decisions regarding the management and control of the Premises. Tenant leases the Premises from Landlord and Landlord leases the Premises to Tenant on the following terms and conditions.

2. Term. The term of this lease shall commence on _____ and shall continue as a month-to-month tenancy until either party elects to terminate the Lease by giving the other party written notice thereof for the period required by law, but in no case less than thirty (30) days.

3. Rent. Tenant agrees to pay Landlord as rent for the Premises the sum of _____ DOLLARS (\$ _____) per month ("Monthly Rent"). Monthly Rent is payable in advance on or before the _____ day of each calendar month, commencing the first full month after the term begins, at the address specified in ¶17 or at any other place designated by Landlord in a written notice served on Tenant. Landlord acknowledges receipt of the sum of _____ DOLLARS (\$ _____) as the Monthly Rent for the month in which the term begins. Tenant agrees to pay a charge of Ten and 00/100 Dollars (\$10.00) for each dishonored check.

4. Security Deposit. Tenant has deposited with Landlord, and Landlord hereby acknowledges receipt of the sum of _____ DOLLARS (\$ _____) as a security deposit ("Deposit"). Landlord shall not be obligated to pay interest on the Deposit. Landlord will hold the Deposit for the full and timely performance by Tenant of Tenant's obligations under this Lease, including payment of rent and cleaning, maintaining, and repairing the Premises after surrender. If all or any portion of the Deposit is applied by Landlord during the term of this Lease, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5) days after written demand will constitute a material breach of this Lease. The balance of the Deposit shall be refunded within two (2) weeks from the date possession is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the Deposit by Landlord.

5. Utilities. Tenant agrees to pay directly all charges for all utilities and services to the Premises, including electricity, gas, water, garbage disposal, and telephones, used in or on the Premises during the term of this Lease.

6. Use. Tenant shall use the Premises as a private dwelling only for those persons listed on Tenant's application and for no other persons without Landlord's prior written consent. Tenant may not use or maintain a waterbed on the Premises without Landlord's prior written consent. Tenant may not repair any automobiles or any other motor vehicles, heavy machinery, or equipment, anywhere on or in the Premises, including the parking area, garage, and driveway. Tenant agrees not to keep any pets on the Premises without the prior written consent of Landlord. Tenant shall not cause, maintain, or permit nuisance in, on or about the Premises. Tenant agrees not to disturb properties or persons in the vicinity of the Premises. Tenant shall not commit any waste in or on the Premises. Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Premises. Tenant shall not use the Premises or allow them to be used for any improper, unlawful, or objectionable purpose. Further, Tenant shall not do or permit, to be done, anything in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the premises or any of its contents, or cause a cancellation of any insurance policy covering the premises or any of its contents.

7. Maintenance and Repair. Tenant acknowledges inspecting the Premises and agrees that they are in satisfactory condition and good working order, except as noted by Tenant on the "Inspection Sheet" attached hereto and incorporated herein. Tenant shall, at Tenant's own expense and at all times, maintain the Premises, including the yard areas, in good and attractive condition, working order and repair, including all equipment, appliances, fixtures, and furnishings, and shall surrender the Premises at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant shall notify Landlord of any dilapidations or other defective conditions on the Premises that require repairs. Tenant shall be responsible for damages caused by Tenant's negligence and/or that of Tenant's invitees, and guests. Tenant shall not commit or allow any person to commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the Premises, including any wall, ceiling, and floor coverings, and the fixtures of the Premises.

8. Alterations. Tenant shall make no alterations to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any alteration made to the Premises by Tenant after that consent has been given, and any fixtures installed as a part of that work, will, at Landlord's option, become the Landlord's property on the expiration or earlier termination of this Lease; provided, however, that Landlord shall have the right to require Tenant to remove any fixtures at Tenant's cost on expiration or earlier termination of this lease.

9. Entry. Landlord and Landlord's agent may enter the Premises: a) in case of emergency; b) to make necessary or agreed repairs, decorations, alterations, or improvements, or supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; c) if Tenant abandons or surrenders the Premises; or d) pursuant to court order. Landlord will give Tenant 24 hours notice of Landlord's intent to enter unless: a) an emergency exists; b) Tenant has abandoned or surrendered the Premises; or c) it is impracticable to do so. Further, Landlord will enter only during normal business hours unless: a) an emergency exists, b) Tenant has abandoned or surrendered the Premises, or c) Tenant consents to the entry.

10. Delay of Possession. If delivery of possession of the Premises by Landlord at the commencement of the term is delayed, Landlord shall not be liable for any damage caused by the delay, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered; provided, however, Tenant may terminate this Lease if possession is not delivered within ten (10) days of the commencement of the term.

11. Assignment and Subletting. Tenant shall not assign this Lease or any interest thereunder or sublet the Premises or any portion of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this Lease.

12. Default by Tenant. Landlord and Tenant agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Tenant of a condition, covenant, or provision of this Lease will constitute a material breach. For any material breach by Tenant, Landlord may provide Tenant with a written three (3)-day notice that describes the breach and demands that Tenant cure the default (if a cure is possible). If Tenant does not cure the default within the three (3) days, or if a cure is not possible, this Lease will be terminated.

13. Remedies. If Landlord terminates this Lease due to Tenant's default, Landlord may recover from Tenant possession of the Premises and all damages Landlord may incur by reason of the breach of the Lease, including unpaid Monthly Rent, the reasonable rental value of the Premises during the period Tenant occupies the Premises after the Lease is terminated, and the cost of recovering the Premises.

14. Keys. Landlord has delivered _____ (_____) sets of keys to Tenant, receipt of which is hereby acknowledged by Tenant. Tenant agrees not to copy and to return to Landlord at the termination of the Lease any keys received from Landlord. Tenant may not change or add any lock to the Premises without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock.

15. Attorneys' Fees. Whether or not any suit, action, or other dispute resolution process is instituted, if it becomes reasonably necessary for either party to this Lease to retain the services of one or more attorneys to procure performance of this Lease by the other party, the other party shall pay the attorneys' fees so incurred by the party seeking performance of this Lease by the other party. If any action, proceeding (including a bankruptcy proceeding) or other dispute resolution process arising out of or relating to this Lease is commenced by any party to this Lease, then the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the actual attorneys' fees, costs, and expenses incurred in the action, proceeding, or other dispute resolution process by the prevailing party.

16. Waiver. No failure of Landlord to enforce any term of this Lease shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full rental.

17. Notices. Landlord's address and telephone and FAX numbers, and the name, address and telephone and FAX numbers of Landlord's agent for managing the Premises are shown on the document "Information re: Landlord and Landlord's Agent" attached hereto and incorporated herein. Except as otherwise expressly provided by law, any notice or tender that either party may or is required to give, may be given by mailing the notice, postage prepaid, to Tenant at the Premises or to Landlord at the address shown on that attached document or at any other place designated by the parties from time to time.

18. Successors and Assigns. This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant, subject to ¶11.

19. Late Charges and Default Interest. If Tenant fails to pay the Monthly Rent within ten (10) days after the due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damage to Landlord caused by that failure and therefore agrees to pay a late charge of Twenty-five and 00/100 Dollars (\$25.00). In addition, if Tenant fails to pay any amount due under this Lease within ten (10) days after it becomes due, Tenant shall pay Landlord interest thereon at the rate of ten percent (10%) per year commencing on the date on which the delinquent amount was due. The amounts due under this section are in addition to and not in lieu of any other remedies of Landlord.

20. Tenant's Application. Tenant acknowledges that in connection with the leasing of the Premises, Tenant has provided Landlord with an application dated _____. Tenant agrees that any material misrepresentation or omission made by Tenant on the application constitutes a noncurable default under this Lease.

21. Construction. The validity, meaning, and effect of this Lease shall be determined according to California law.

Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural, and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Time is of the essence in this Lease.

22. Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.

23. Third-Party Rights. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.

24. Integration. This Lease contains the entire agreement between the parties regarding the subject matter of the Lease, and this Lease expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters. This Lease may not be amended or altered except by an instrument in writing executed by Landlord and Tenant.

25. Partial Invalidity. Any provision of this Lease that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full force.

26. Joint and Several Liability. If Tenant is more than one person, each person shall be jointly and severally liable for the performance of Tenant's obligations under this Lease.

27. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Date: _____

(Signature)

(Print Name)

Date: _____

(Signature)

(Print Name)
TENANT

CENTRAL CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California nonprofit religious corporation,

Date: _____ By: _____

President

Date: _____ By: _____

Secretary

(Name of local organization)

Dated: _____ By: _____
(Signature)

(Print name and title [pastor, head elder, clerk, etc.]

LANDLORD

Information re: Landlord and Landlord's Agent

LANDLORD: Central California Conference of
Seventh-day Adventists
P. O. Box 770
(28200 Willow Avenue)
Clovis, CA 93613
Atten: Todd A. Paige, Dir. of Property Mgt.
Telephone: (559) 347-3121
FAX: (559) 347-3130
E-mail: tpaige@cccsda.org

LANDLORD'S AGENT: _____

Telephone: _____
FAX: _____
E-mail: _____

(Name, address, FAX number and e-mail of local organization;
include name or title of person to receive notice)