

Tax ID Max-EEP Residential Lease Agreement

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made effective as of the effective date listed below (“Effective Date”), by and between Tule River Homebuyer Earned Equity Agency (“Lessor”), located at 31071 CA-190, Porterville, CA 93257 and the tenant(s) listed below (“Tenant”), to govern the use and possession of the premises listed below (“Premises”). Lessor and Tenant are referred to individually as “Party” or collectively as the “Parties”.

TENANT: [NAME, ADDRESS, EMAIL, PHONE]

PREMISES: PREMISES ADDRESS]

EFFECTIVE DATE: [DATE TENANT RECEIVES OCCUPANCY]

IN CONSIDERATION of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties now agree as follows.

1. **PREMISES.** Lessor shall lease the Premises listed above and as more particularly described in Exhibit A to Tenant upon the terms and conditions stated in this Lease, subject to all mortgages, easements and other encumbrances set forth in Exhibit B or as otherwise approved by Lessor (“Permitted Encumbrances”).
2. **TERM.** The Lessor shall lease the Premises for an initial term of ten (10) years, beginning on Effective Date unless sooner terminated in accordance with the provisions of this Lease (“Initial Term”). Upon expiration of the Initial Term, the Lease shall automatically renew for an additional one (1) year term and each year thereafter (each a “Renewal Term,” Initial Term and Renewal Terms collectively referred to as the “Term”) unless either Party provides ninety (90) days advanced written notice of its desire to terminate the Lease prior to the termination of the Initial Term or Renewal Term, as the case may be. The Term shall not exceed fifteen (15) years.
3. **AS-IS.** Lessor shall provide possession of the Premises to Tenant on the Effective Date “AS-IS” and “WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS.” Lessor makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. Tenant stipulates, represents, and warrants that Tenant has had the opportunity to inspect the Premises, and that by taking possession of, the Tenant accepts the Premises as is.
4. **PAYMENTS.** Tenant agrees to make the following payments (collectively “Payments”) in the amounts set forth in the “Customer Cost Disclosure,” attached and incorporated here as Exhibit C, and as may be amended from time to time by Lessor, to the Lessor’s delegee identified in the Customer Cost Disclosure. To the extent allowable under applicable law, Tenant waives any express or implied right to abatement.
 - 4.1. **RENT.** Tenant shall pay rent in the amount set forth in the Customer Cost Disclosure on the first (1st) day of each month following the Effective Date for the entirety of the Term (“Rent”). Rent will not change during the Term. If the Effective Date begins on any day other than the first day of the month, the initial Rent payment shall be prorated for the remaining portion of the month.
 - 4.2. **EXPENSES.** Tenant shall pay all costs and expenses attributable to or incurred in the administration of this Lease, and in connection with the enjoyment, use, maintenance, and repair

of the Premises, as set forth in the Customer Cost Disclosure, on the first (1st) day of each month following the Effective Date for the entirety of the Term. Expenses include, but not limited to, a program administration fee, insurance premiums, applicable homeowner association dues, state and local government ad valorem property taxes, other taxes, payments in lieu of taxes, assessments, utilities, including any and all electricity, gas, water, telecommunication or sewer charges, charges for public utilities, exercises, levies, license and permit fees and other charges that shall or may be assessed, levied or imposed during the Term by any government authority, homeowners association, or other authority, excluding any income tax, capital levy, estate, succession, inheritance, transfer or similar taxes of Lessor, or any income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by Lessor (collectively "Expenses"). Expenses may change during the term, and Lessor may update the Customer Cost Disclosure to reflect such changes at any time to reflect such changes. Annual expenses shall be pro-rated to reflect the Term. Tenant shall pay any additional Expenses within ten (10) calendar days after Lessor has notified Tenant in writing of such amount.

4.3. LATE FEES. Tenant shall pay additional amounts set forth in the Customer Cost Disclosure for any Rent payment that is not received within the first seven (7) days of the calendar month, or any payment of additional Expenses that is not received within seven (7) days of notification from the Lessor. Lessor additionally reserves the right to charge Tenant for any additional cost or expenses, including reasonable attorney's fees, incurred to collect late payments (collectively, "Late Fees").

4.4. SECURITY DEPOSIT. Tenant shall pay a security deposit in the amount set forth in the Customer Cost Disclosure ("Security Deposit"). The Security Deposit secures Tenant's compliance with the terms and conditions of this Lease, including the payment of any amounts owed by Tenant. Lessor shall not be liable for any adverse events affecting the Security Deposit while the Security Deposit is in the control of a banking institution. Lessor may deduct amounts from the Security Deposit in accordance with applicable state law. The Security Deposit will be returned to Tenant in accordance with applicable state law provided (a) Term has expired or Lease has been terminated in writing by the mutual consent of both parties; (b) All monies due Landlord by Tenant have been paid; (c) Premises is not damaged and is left in its original condition, normal wear and tear excepted; (d) All keys have been returned (if applicable); and (e) Tenant is not in default under any of the terms of this Lease.

5. TENANT REPRESENTATIONS. Tenant warrants and represents as follows.

5.1. APPLICATION. Tenant acknowledges and confirms that it filled out a program application, which included certain personal information used to run a credit report and background check on the Tenant ("Application"), prior to the Lessor offering to lease the Premises to the Tenant. Tenant understands and agrees that it granted full permission for Lessor to use the information provided in the Application when determining the suitability of the Tenant to use and occupy the Premises under this Lease. Tenant represents and warrants that all statements and other information included in the Application are true, accurate, and complete, and that Tenant has the authority to execute this Lease and perform the obligations herein.

5.2. OCCUPANCY. Tenant warrants and represents that it has reported to Lessor (a) all persons eighteen (18) years of age or older, and (b) all emancipated minors living in the Leased Premises. Tenant acknowledges this requirement and agrees to notify Lessor when any occupant reaches the age of eighteen (18) or becomes an emancipated minor. Tenant additionally represents and

warrants that it has legal custody and is legally responsible for all minors occupying the Leased Premises.

- 5.3. ADDITIONAL REPORTING. Tenant has authorized Lessor to receive a copy of Tenant's credit report and/or other private, sensitive, and personally identifiable information for the purpose of approving Tenant for this lease. Tenant understands and agrees that Lessor may also use this information to perform a background check periodically during the tenancy in connection with the underwriting of the Tenant for this Agreement, and that Tenant may cause a negative credit report to be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and/or other obligations under this Lease.
6. PERMITTED USE. The Property shall be used and occupied by the Tenant and Tenant's immediate family exclusively, as a private single-family dwelling. No part of the Premises shall be used at any time during the Term by Tenant for the purpose of carrying on any business, profession, or trade of any kind (except for a home office), or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person to occupy the Premises without first obtaining Lessor's prior written consent to such use.
7. NON-DISTURBANCE. So long as Tenant makes all Payments and is not in default, Tenant may peacefully occupy the Premises for the Term.
8. COMPLIANCE WITH LAWS. Tenant shall comply with all applicable laws, ordinances, rules, requirements, permits, permissions, authorities, and orders by governmental or quasi-governmental authorities affecting or relating to the Premises, including its cleanliness, use, and occupancy, and any alterations, maintenance, and preservation thereof.
9. RENTER'S INSURANCE. Storage of personal property by Tenant shall be at Tenant's risk. Insurance obtained by Lessor and charged as an Expense will cover the Premises only. At all times during the Term, Tenant shall at its own cost and expense, also obtain and keep a renter's insurance policy, in such amounts and coverage reasonably acceptable to Lessor, for Tenants personal property, and shall name Lessor as additional insured on all insurance policies obtained by Tenant. Tenant shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Lessor.
10. ALTERATIONS. Tenant shall not make, or cause to be made, any major alterations, additions, or improvements to the Premises without prior written consent from Lessor. Tenant may make certain cosmetic alterations or standard repairs without Lessors prior consent, provided such alteration or repairs are limited to things like paint, maintenance such as replacing filters or light bults, repair or replacement of appliances, repair or replacement of leaking faucets or toilets, and water heater repair or replacement, HVAC unit repair or replacement provided any such repairs are conducted by a licensed and bonded service provider.
11. MAINTENANCE. Tenant shall, at its sole cost and expense, maintain the Premises in good condition, including all landscaping, infrastructure, improvements, appliances, equipment, furniture, furnishings and other personal property included under this Lease, as applicable, and make or cause to be made repairs, restorations, and replacements required, including the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural roof, walls, and foundations, and the fixtures and appurtenances as and when needed to preserve them in good working order and

condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, family members, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class either equal to the original work or installations, or otherwise consistent with the standard then-applicable to comparable residential projects within the geographical area of the Premises at such time. In the event the Premises is subject to a homeowner's association or similar body, Tenant shall also, at its sole cost and expense, comply with the required upkeep as per the applicable covenants, conditions, and restrictions.

12. NO LIENS. Tenant will not permit any mechanics or other liens to be filed against Lessor's interest to the Premises during the Term. Tenant shall not have any right, authority or power to bind Lessor or any interest of Lessor in the Premises and will pay all costs and charges incurred by or for the Tenant, including any claim for labor, material, or any other charge, expense lien or security interest, as a result of any work performed in, on or to the Premises.
13. LESSOR RIGHT OF ENTRY. During the Term, Lessor shall have the right, upon forty-eight (48) hours advance written notice to Tenant, to enter the Premises for the purpose of ascertaining the condition of the Premises, or Tenant's compliance under this Lease, without hindrance or interference. Notwithstanding the foregoing, Lessor's right of entry may be made at any time without notice in the event of an emergency, or during an Event of Default (as defined below) subject to the limitations of state and local law.
14. CATASTROPHIC DAMAGE. If an act or occurrence causes the Premises to be fully or partially destroyed or rendered un-tenantable by fire, storm, earthquake, or other casualty, Tenant shall immediately give Lessor notice of same. To the extent that insurance proceeds permit, Tenant shall upon Lessor's written consent, promptly cause the restoration, reconstruction, and/or repair of the Premises as nearly as possible to its value, condition and character immediately prior to such occurrence. If such insurance proceeds and other available funds are not sufficient, or if restoration is not approved by Lessor, Lessor may either (a) repair the Premises or (b) terminate the Lease. If Lessor makes repairs to the Premises, Lessor shall have a reasonable time in which to do so. If the damage to the Premises renders the Premises uninhabitable, Lessor shall give notice to Tenant, after repairs are made, of the date on which the Premises may be reoccupied. Payments for the period that Tenant cannot occupy the Premises because of the damage shall be forgiven.
15. CONDEMNATION. If any or part of the Premises is taken or condemned by any governmental authority, Tenant shall immediately give Lessor notice of same. Lessor may then cancel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date cannot be less than thirty (30) days from the date of Lessor's notice. Tenant shall be liable for Payments to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award for the condemnation is the property of Lessor and Tenant assigns to Lessor any and all rights, interest and/or claim in and to such award.
16. REQUIRED NOTIFICATIONS. Tenant shall immediately notify the Lessor in writing if it becomes aware of (a) any lien recorded against the Premises excluding any liens voluntarily created by the Lessor; (b) any fire, flood, or other sudden or unexpected event causing damage to the Leased Premises for which the cost of repair is likely to be more than \$5,000; (c) any insurance claim or insurance cancellation; (d) receipt of any notice relating to potential or actual action against the Premises or its owners involving condemnation or eminent domain; and (e) any other event that could have a significant

impact on the value of the Premises. Within five calendar days of the occurrence, Tenant shall provide the Lessor written notice of: (i) a voluntary or involuntary bankruptcy proceeding affecting any signatory to the Lease, or any owner of record of the Premises, will or may be adjudicated.

17. ASSIGNMENTS, SUBLEASES, TRANSFERS. Tenant shall not, either voluntarily, by permission, or by operation of law, assign, sublet, sell, encumber, hypothecate, pledge, or otherwise transfer all or any part of Tenant's leasehold estate hereunder without the prior written consent of Lessor, which shall be granted in Lessor's sole discretion. No assignment or subletting, if permitted, shall liberate Tenant from the obligations contained in this Lease. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Lessor may collect Payments from the assignee, sub-tenant, or occupant. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, sub-tenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease. Additional assignment or subletting shall be subject to Lessor's approval in each instance. Any person to whom any transfer is attempted without Lessor's consent shall have no claim, right or remedy whatsoever hereunder against Lessor, and Lessor shall have no duty to recognize any person claiming under or through the same.
18. DEFAULT. At the option of Lessor, the occurrence of any of the following events shall constitute and are defined as an "Event of Default" by Tenant:
 - 18.1. BREACH. If Tenant defaults under any term, condition, or provision of this Lease, including, but not limited to, failure to make Payments when due, Lessor shall give notice to Tenant identifying the breach and providing a ten (10) day opportunity to cure. Lessor shall have the right to terminate this Lease immediately upon notice to Tenant if (a) the breach is not cured by the end of the applicable cure period, (b) the Tenant has received notice of breach more than two (2) times in a given calendar year, or (c) Tenants behavior in violation of the Lease poses a significant threat to the value or viability of the Premises, or the safety and wellbeing of its occupants.
 - 18.2. MISINFORMATION. If any representation, warranty, information, or certificate given or furnished by or on behalf of Tenant, including any representation, warranty, information, or certificate provided by Tenant to Lessor in the Application, is determined by Lessor to be materially false as of the date on which the representation, warranty, information, or certification was given, Lessor may immediately terminate this Lease upon written notice to Tenant.
 - 18.3. ABANDONMENT. If Tenant removes the majority of Tenant's personal property from the Premises or otherwise indicates to Lessor an intent to abandon the Premises, including but not limited to, leaving the Premises unoccupied for a period of at least twenty (20) consecutive days without providing prior written notice to Lessor. Lessor shall give notice to Tenant and providing a ten (10) day opportunity to cure by returning to the Premises. Lessor shall have the right to terminate this Lease immediately upon notice to Tenant if abandonment is not cured by the end of the applicable cure period.
 - 18.4. BANKRUPTCY. If Tenant files a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant.

18.5. LIEN OR UNAPPROVED TRANSFER. If Tenant makes an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due, or makes any attachment, execution or lien, whether voluntary or involuntary, including mechanics liens, is filed against the Premises and is not discharged or dissolved by a bond within sixty (60) calendar days, the Lessor may terminate this Lease upon three (3) days written notice to Tenant.

19. REMEDY. Termination in the Event of Default shall not release Tenant from any liability for any amount due under this Lease, and Lessor shall have the right to pursue all available legal and equitable remedies. In addition to termination of the Lease pursuant to the applicable cure periods upon an Event of Default, Lessor may, at its option: (1) evict Tenant by any available legal remedies, and, or, (2) sue for and recover all damages suffered by Lessor as the result of the Event of Default, including but not limited to all reasonable attorney's fees and costs. No remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Lease may be exercised from time to time and as often as may be deemed expedient by either Party. No delay or omission by the Lessor to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. The absence in this Lease of an enumeration of events of default by the Lessor or remedies of either party with respect to money damages or specific performance shall not constitute a waiver by either party of its right to assert any claim or remedy available to it under law or in equity.

20. SURRENDER OF PREMISES. Upon expiration or termination of the Lease, and unless otherwise agreed by the Parties, Tenant shall deliver the Premises to Lessor vacant, in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Unless otherwise agreed by the Parties, any of Tenant's personal property left on the Premises seven (7) days following the termination or expiration of this Lease will be deemed to have been abandoned by Tenant and may be removed and disposed of by Lessor. If Tenant remains on the Premises following the termination or expiration, and unless otherwise agreed to by the Parties, they are "holding over" and become liable for Payments pro-rated for every day they hold.

21. LIABILITY. Lessor is not responsible or liable for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the gross negligence or willful misconduct of Lessor. Tenant agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Lessor) Lessor, its trustees, officers, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses, arising from or relating to (a) the use, occupancy, conduct, improvement or management of the Premises during the Term, or (b) any work or thing whatsoever done or not done on the Premises during the Term, or (c) any breach or default by Tenant in performing any of its obligations under this Lease or applicable law, or (d) any negligent or intentionally tortious or other act or omission of Tenant or any of its agents, contractors, servants, family members, subtenants, licensees or invitees during the Term, and the maintenance or use of the Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor, or any of its commissioners,

officers, directors, affiliates, agents or employees. This indemnity shall survive the termination of this Lease.

22. MISCELLANEOUS.

22.1. NOTICES. Any notice to be given under this Lease shall be in writing addressed to the Party at the addresses set forth herein by email and certified mail. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

22.2. WAIVER OF JURY TRIAL, CLASS ACTION, SET-OFF OR COUNTERCLAIM. Tenant waives all rights to trial by jury in all matters, and proceedings to resolve a dispute shall be conducted solely on an individual basis. Tenant shall not seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which Tenant acts or proposes to act in a representative capacity. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

22.3. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the state where the Premises is located.

22.4. FURTHER ASSURANCES. Each Party agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Lease and each Party's rights and interests in this Lease.

22.5. SUBORDINATION. This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

22.6. SEVERABILITY. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable, provided such severability does not materially affect the basic understanding of the parties hereto as reflected in this Lease.

22.7. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

22.8. COUNTERPARTS. This Lease may be executed in counterparts, in ink or by digital signature, each of which shall be fully effective as an original.

22.9. NON-WAIVER. No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Tenant's duties and liabilities hereunder.

22.10. MODIFICATION. This Lease may only be changed or altered by a written amendment signed by the Parties except for any modifications to the Customer Cost Disclosures, which shall be considered binding on the Parties without an additional writing or signature from Tenant.

22.11. ENTIRE AGREEMENT. This Lease, and all exhibits referenced herein, fully incorporates all understandings, representations and promises related to the subject matter herein and supersedes all prior representations, agreements, and promises, whether oral or written.

(Signatures on following page)

IN WITNESS WHEREOF, Lessor and Tenant, by their duly authorized officers, have caused this Lease to be executed in each of their names.

LESSOR:

Tule River Homebuyer Earned Equity Agency, a wholly owned subsidiary of Tule River Finance, a wholly owned subsidiary of the Tule River Economic Development Corporation, a federally chartered section 17 corporation wholly owned by the Tule River Tribe of California

By: _____
Name: _____
Title: _____

STATE OF [STATE]

COUNTY OF [COUNTY]

On this the ___ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the Tule River Homeownership Earned Equity Agency, and he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Premises, by signing the name of the corporation as the _____ of such corporation.

In witness whereof I hereunto set my hand.

Notary Public/ My Commission Expires:

IN WITNESS WHEREOF, Lessor and Tenant, by their duly authorized officers, have caused this Lease to be executed in each of their names.

TENANT:

By: _____
Name: _____
Title: _____

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

On this ___ day of _____, _____, before me personally appeared _____ and _____, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed for the uses and purposes therein mentioned.

In witness whereof I hereunto set my hand.

Notary Public/My Commission Expires:

EXHIBIT A
PREMISES DESCRIPTION

EXHIBIT B
PERMITTED ENCUMBRANCES

EXHIBIT C

CUSTOMER COST DISCLOSURE SCHEDULE

Pursuant to Section 4 of the Residential Lease Agreement, Tenant agrees to make the following in the amounts set forth below, and to the payee, who shall be the delegee of Lessor authorized to demand and accept such payments on behalf of the Lessor, as set forth below. Expenses are subject to change, may modify this Customer Cost Disclosure to reflect such changes from time to time. Each modification of this Customer Cost Disclosure shall be considered a modification of the Residential Lease Agreement and shall bind the Tenant upon notification of any such modification. Tenant acknowledges and agrees to make any additional Expense payments pursuant to Section 4 upon receipt of written notification.

PAYEE:

RENT:

EXPENSES:

LATE FEES:

SECURITY DEPOSIT: