



## Residential Lease Agreement (Fixed Term)

This Residential Lease Agreement (hereinafter "Agreement" or "Lease") is entered into between Carmel Partners, Inc., a California corporation, as agent ("Agent") for the Landlord identified on page 1 of this lease ("Landlord").

**1. LEASED PREMISES:** Landlord rents to Resident(s) the Premises as described on page 1 of this Lease (hereinafter "the Premises"), which is located within the Apartment Community hereinafter the "Apartment Community" or "Property") for use as a residence and for no other purpose. Agent, acting through the on-site property manager or other duly authorized representative identified to Resident(s) in writing, has been authorized by Landlord to act for and on behalf of Landlord with respect to this Lease. Without limiting the foregoing, Agent has the authority to (a) receive and receipt for all (i) rent and other amounts payable by Resident(s) under this Lease and (ii) requests, notices, demands and other communications provided by Resident(s) pursuant to this Lease (excluding service of process), (b) deliver all requests, notices, demands and other communications to be provided by Landlord pursuant to this Lease, (c) grant and/or withhold all consents, approvals and waivers exercisable by Landlord and (d) exercise and enforce all of the rights, remedies and benefits of Landlord under this Lease. Resident(s) are hereby instructed to submit to Agent all payments, requests, notices, demands and other communications to be made to Landlord pursuant to this Lease until such time as Landlord otherwise advises Resident(s) in writing, provided, that service of process, if applicable, shall be made in accordance with applicable law. In addition, to the extent the terms of this Lease (1) exculpate or discharge Landlord from certain obligations, liabilities or responsibilities or (2) provide that Resident(s) will hold harmless and indemnify Landlord from and against certain claims, demands or liabilities, then such terms shall also inure to the benefit of Agent and its shareholders, directors, officers, agents, employees, contractors, representatives, successors and assigns.

**2. TERM:** (a). Original Term. This agreement shall be for a period as described on page 1 of this Lease, unless sooner terminated as provided in this Lease or allowed by applicable law.

(b). Delay of Possession. Resident(s) understand that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Resident(s) on the commencement date if, for example, a former resident of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Landlord is unable to provide occupancy to Resident(s) by the scheduled commencement date, Resident(s)' remedy in this event shall be limited to termination of this Lease and Resident(s) shall be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Resident(s) if there is a delay of possession other than to promptly refund any monies paid.

(c). Holding Over. Any holding over by Resident(s) at the expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth herein, subject to amendment by Landlord as set forth in Civil Code § 827 and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code § 1946, unless a longer notice period is required by applicable law. **See also paragraph 12 regarding automatic renewal on a month-to-month basis.**

**3. RENT:** Resident(s) shall pay to Landlord, as rent for the Premises, in the amount shown on pages 1 and 2 of this Lease. The name, address and phone number of the person or entity to which rent payments shall be made as described on page 1 of this Lease. The normal hours available to make payments in person are from 9 a.m. to 6 p.m., on all non-holiday days Monday through Friday (some properties are available on weekends). For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above. Except as otherwise provided herein, said sum shall be paid in full, in advance, on or before the first day of each month in the form of personal check, cashier's check or money order. If Landlord serves Resident(s) with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any check given by Resident(s) is, for any reason whatsoever, returned unpaid by the bank upon which drawn, all subsequent payments for the balance of Resident(s)' occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement. It is the Resident(s)' responsibility to be certain each payment is actually received by Landlord, on or before its due date. Use of a rental payment drop box is for Resident(s)' convenience - the risk of loss of funds when such box is used is Resident(s)', and not Landlord's, risk. Resident(s) shall have the burden of proof to establish that rent was tendered and accepted in the event of a dispute.

**4. MOVE-IN PAYMENT:** Resident(s) shall pay to Landlord, at the time of move-in, the sum as described on pages 1 and 2 of this Lease. This entire sum must be paid in the form of cashier's check or money order. If Landlord accepts a personal or other non-certified check and said check is, for any reason whatsoever, returned unpaid by the bank upon which drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident(s) does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident(s) from the Premises.

**5. CONCESSIONS:** In consideration of Resident(s)' agreement to lease the Premises for the term described in the Lease, Landlord may agree to provide a concession. Any concession is described on pages 1 and 2 of this Lease.

**6. LATE CHARGE AND NSF CHARGE:** Landlord and Resident(s) agree that the actual cost to Landlord when Resident(s) fail to pay rent on time, or when Resident(s) pay rent by a check which is subsequently dishonored by the bank, is difficult or impossible to ascertain, but the parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which both parties agree is difficult or impossible to ascertain, the parties agree that, any time the rent for any given month is paid after the fifth day of such month, Resident(s) will in that month pay to Landlord, as additional rent due with the late payment, a late charge in the sum of **\$75.00** and further agree that, in the event of a dishonored check, Resident(s) will pay to Landlord, as additional rent due with the payment required to replace the dishonored check, a NSF fee in the sum of **\$25.00** and the late fee. The parties agree that the payment of these sums do not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month and there is no grace period for the payment of rent. A three-day notice to pay rent or quit may be served at any time after the first day of the month irrespective of the existence of the late charges as set forth herein.

**7. SECURITY DEPOSIT:** Resident(s) shall pay to Landlord, as security, as described on page 2 of this Lease which sum shall not exceed the maximum permitted by California Civil Code § 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code § 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Resident(s) interest in connection with such security deposit unless required by law. It is understood that the security deposit is applicable to all Resident(s) jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises. Any refund due at such time may be made payable jointly to all Resident(s) and it shall be the responsibility of all Resident(s) to work out between themselves the manner of dividing said security deposit. If Landlord chooses to make the refund to any of the Resident(s) individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Landlord shall have no liability to any one or group of Resident(s) for failure of any Resident(s) to equitably divide such refund. If the security deposit is later increased by agreement of the parties, for any reason, (such as the installation of a satellite dish, a waterbed or relating to a pet), the addition to the security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the Resident(s)' tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

**8. UTILITIES:** Payment of all utility (electric, gas, water, sewer, trash, telephone, internet, cable) charges and any applicable service/billing fees that are associated with the utilities shall be the responsibility of Resident(s). These fees are subject to change without notice. With respect to utilities paid by Landlord if applicable, Resident(s) shall not

make excessive or unreasonable use of such utilities. In the event that Resident(s) do make excessive or unreasonable use of such utilities, Landlord may bill Resident(s) for such excessive or unreasonable use and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Resident(s) shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. In the event Resident(s) fail to pay any utility charges which are to be paid by Resident(s), Landlord may, at its option, pay such charges to retain continuing utilities service. In the event that Landlord does so, any such charges may be billed to Resident(s) by Landlord and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing.

**9. EVENTS OF DEFAULT:** The occurrence of any one or more of the following events shall constitute a material default in breach of this Lease by Resident(s):

- (a) The vacating or abandonment of the Premises by Resident(s).
- (b) The failure of Resident(s) to make any payment of rent or any other payment required to be made by Resident(s) hereunder, as and when due, where failure shall continue for a period of three (3) days after written notice thereof from Landlord to Resident(s).
- (c) Failure by Resident(s) to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or preformed by Resident where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Resident(s).
- (d) The discovery by Landlord that the credit application given Landlord by Resident(s) was materially false. This type of default is non-curable.

**10. REMEDIES:** In the event of any such material default or breach by Resident(s), Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Resident(s) right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Resident(s) shall immediately surrender the Premises to Landlord.
- (b) In the event of such termination, Landlord may recover from Resident(s) the amount provided in California Civil Code §1951.2 including the worth at time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Resident(s) prove could be reasonably avoided. Upon re-entry by Landlord following such termination, Landlord may consider any personal property abandoned in accordance with applicable law as set forth in §§1980-1991 of the California Civil Code.
- (c) The remedies provided in Subparagraphs 10(a) and (b) are not exclusive, and Landlord may pursue any one or more of such remedies or any other remedy provided by law.
- (d) The exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed a waiver of Landlord's right to have that or any other remedy specified above for any other breach of the same or any other provision of this Lease. Failure by Landlord to exercise any of its rights under this Lease, or Landlord's acceptance of rent after any default shall not be considered or construed to waive any right of Landlord or to affect any notice or legal proceedings theretofore given or commenced.
- (e) If Landlord or Resident(s) shall bring any action in connection herewith, the party prevailing therein shall be entitled to recover as part of such action, reasonable attorneys' fees (not to exceed \$1,000.00 in unlawful detainer actions), costs of collection, expert witness fees, court costs and other legal costs.

**11. NOTICES:** Any notice which Landlord gives to Resident(s) shall be deemed properly served (whether or not actually received by Resident(s) if served in the manner prescribed in Code of Civil Procedure § 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure § 1162, but Resident(s) actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Resident(s) of the Premises shall be deemed valid service upon all Resident(s) - it is not necessary to individually serve each Resident unless otherwise required by law.

**12. EXPIRATION, AUTOMATIC RENEWAL OF TENANCY FROM MONTH TO MONTH:** Upon expiration of the Term of this Lease, but not upon the earlier termination hereof, this Lease shall automatically continue as a tenancy from month to month unless either Landlord or Resident(s) gives the other at least thirty (30) days written notice of termination, or longer notice if required by law. If Resident(s) fails to vacate and surrender the Premises upon such expiration or termination, Resident(s) shall indemnify and hold Landlord harmless from any loss or liability, including without limitations any claims made by any succeeding resident, from such failure to vacate the Premises. The foregoing indemnity shall not in anyway limit any other indemnity contained in this Lease. **In the event this Lease shall continue as a tenancy from month to month as provided above, each of the terms and conditions of the Lease shall apply with respect to such tenancy except as follows:**

- (a) The provisions of this Lease respecting the Term shall be deemed modified to provide that the tenancy shall be from month to month, that either party may terminate such tenancy by providing prior written notice in accordance with the first sentence of this section to the other.
  - (b) Landlord may, at its option, increase the Rent to the monthly rental rate set forth in a written notification to Resident(s), and the Rent may include a month-to-month fee. Landlord may also change other terms of tenancy as allowed by law.
- Upon vacating from Premises, Resident(s) shall (a) deliver the Premises empty of all persons, and (b) remove all of Resident(s)' personal property from the Premises and from all parking spaces and storage spaces provided under the Lease.

**13. EARLY TERMINATION OF LEASE:** Resident(s) are expected to remain Resident(s) for the entire term specified in the Lease. If Resident(s) fail to do so, Resident(s) will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes the Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

**14. CONDITION OF PREMISES-ALTERATIONS:** Resident(s) have inspected the Premises and acknowledge that the same is in good and habitable order and repair at the time Resident(s) are given occupancy. Resident(s) agree not to make any alterations or improvements to the Premises without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to Resident(s) making such alteration, consents to such alterations or additions and requires that the Premises be restored to the condition existing prior to such alteration or addition. At the end of the tenancy, Resident(s) must return the Premises to Landlord in the same condition as received, normal wear and tear excepted, and as clean as received.

**15. USE OF PREMISES:** Resident(s) agree that the Premises are rented for residential use only. Resident(s) shall not use the Premises as a business address, nor shall Resident(s) conduct any business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident(s) at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident(s) additionally agree not to permit the Premises to be used for any illegal purpose, nor to engage in any illegal acts upon the Premises or upon the grounds of the Community. Resident(s) agree not to have any illegal narcotics, including medical marijuana, in the Premises or Community. Resident(s) agree to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Resident(s), their guests or invitees. Resident(s) further agree not to harass, annoy or endanger any other Resident of the Community or their guests or any employees of Landlord or create any nuisance in the Community. Resident(s) also agree not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Community. Resident(s) additionally agree not to deface or damage any part of the Premises or the Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation in the Premises. Any violation of this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy. Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot legally be prohibited.

**16. CONDUCT OF RESIDENT; COMPLIANCE WITH COMMUNITY RULES:** Resident(s) will obey, and will cause any occupants, guests and/or invitees to obey, all Federal, State and local laws and ordinances affecting the Premises and/or the Community.

(a). Resident(s) received a copy of the Community Rules ("Rules"), which Rules are incorporated into and made a part of this Lease. Resident(s) agree to abide by the Rules in all respects. Any Rules may be changed on thirty days notice and

Resident(s) agree to abide by any changes. Failure to comply with the Rules shall be deemed a breach of this Lease.

(b). Resident(s) agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Premises and Community. Resident(s) are responsible for the conduct of his/her/their occupants, guests or invitees in that they abide by these rules hereof while they are in the Community.

(c). Resident(s) agree to clean and maintain the Premises to help prevent the presence of any pests. If Resident(s) become aware of a pest problem, Resident(s) shall notify Landlord immediately, and if Landlord or Landlord's contractor(s) treat the Premises for pest elimination and/or prevention, Resident(s) will cooperate with each of Landlord's request(s) to Landlord(s) to prepare the Premises for any treatment(s).

(d). Certain acts are considered to be contrary to the safety, well being, peace, and enjoyment of the other residents of the Community. These include, but are not limited to, the use, possession or sale of illegal drugs, and carrying or exhibiting firearms in the Community (except as required by law or job necessity). A resident conducting any of the activities set forth hereinabove shall be deemed in violation of this Lease, and said activity shall be grounds for termination of this Lease with a Three (3) Day Notice to Quit.

(e). Resident(s) further agree not to harass, verbally abuse, denigrate or otherwise disrespect (including the use of foul language) Management's employees, agents and/or contractors. Failure to abide by this policy will be grounds for termination of this Lease.

**17. SMOKE DETECTORS:** Resident(s) acknowledge that the Premises are equipped with operable smoke detectors. Resident(s) agree to not interfere with the presence or operability of such smoke detectors and to immediately report to Landlord, in writing, any defects in the condition of any smoke detectors. Resident(s) further agree that, if the smoke detector(s) is battery operated, Resident(s) shall have the responsibility to: (a) ensure that the battery is in operating condition at all times; and (b) replace the battery as needed (unless otherwise provided by law).

**18. INDEMNITY/HOLD HARMLESS:** Resident(s) agree to indemnify and hold Landlord and other Landlord parties harmless and to indemnify Landlord and other Landlord Parties from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage is caused directly or indirectly by the act, omission, negligence, or fault of Resident(s) or Resident(s)' guests or invitee(s) including but not limited to costs of defense. As used herein, "Landlord Parties" shall mean Landlord and its managers, members, partners, agents, employees, contractors, representatives, successors and assigns.

**19. PETS:** No pets are permitted without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving ten (10) days written notice. Except to the extent written permission is given, pets may not be brought upon the Premises, whether such pets belong to Resident(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting", shall be deemed a material breach of this Lease and shall be cause for the service of a three-day notice terminating the tenancy. This policy does not apply to service animals.

**20. DAMAGE TO PREMISES; SIGNIFICANT REPAIRS:** (a). If the Premises are damaged by fire, flood or other casualty, necessitating repairs which require Resident(s) to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option either (1) to repair the damage or otherwise restore the Premises, with this Lease continuing in full force and effect, or (2) give notice to Resident(s) at any time after such damage occurs or repairs become necessary terminating this Lease as of a date to be specified in the notice. If Landlord elects to terminate, this Lease shall expire and all interest of the Resident(s) in the Premises shall terminate and Landlord shall have no obligation to pay for lodging costs to Resident(s) after the termination date. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises by Resident(s).

(b). If Landlord elects to make significant renovations, improvements or repairs (including, but not limited to, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, etc.) which require Resident(s) to vacate the Premises for any length of time, Resident(s) must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. Landlord shall give Resident(s) written notice of the need to vacate the Premises which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises.

(c). Resident(s) agree to vacate the Premises for the time necessary for the work to be completed and, if Resident(s) need to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing unless the alternate housing is necessary because of the negligent or wrongful actions of Resident(s) or Resident(s)' occupants and/or guest(s); however, Resident(s) will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident(s) elect to relocate temporarily to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such housing, which shall be at Resident(s)' sole cost and expense; although Resident(s) shall have no obligation to pay rent during the time the Premises is not available to Resident(s) during the repairs if Landlord is not paying for the alternative lodging unless the damage was caused by Resident(s) or Resident(s)' occupants and/or guest(s).

(d) Failure to vacate the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Lease.

**21. LIABILITY:** Landlord shall not be liable to Resident(s) or to any occupants, guests or invitees of Resident(s) for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other condition unless caused by landlords negligence or intentional wrongdoing. If Landlord is legally subpoenaed or contacted by a representative from a law enforcement/government agency for information on Resident(s) or Resident(s)' rental history, Landlord may provide said information without liability.

**22. RENTER'S INSURANCE:** Landlord does not provide insurance for Resident(s)' personal property or automobile. Renter's Insurance is designed to provide Resident(s) with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred should the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Resident(s) from any liability claims resulting from their own personal activities. For example, should Resident(s)' negligence be the cause of a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. Resident(s) are strongly encouraged to obtain Renter's Insurance in an amount sufficient to cover any personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)' occupants, guests or invitees.

**23. ASSIGNMENT AND SUBLETTING:** Resident(s) shall not assign this Lease nor sublet all or any part of the leased Premises. Permitting any person not named as an occupant or as a resident in this Lease to occupy the leased Premises shall be deemed an improper subletting of the leased Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

**24. ACCESS TO PREMISES:** Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors/smoke alarms/carbon monoxide alarms, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident(s) have abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident(s) with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident(s) and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident(s) are present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident(s) in writing within 120 days of the oral notice that the property is for sale and that Resident(s) may be contacted to allow for an inspection.

Resident(s) agree to permit Landlord access to the Premises in accordance with this Paragraph 24. Resident(s) agree that, should they deny Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy.

**25. JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this Lease as Resident(s) shall remain jointly and severally liable for all obligations arising hereunder, whether or not they remain in actual possession of the Premises during the term or after the expiration of the original term of this Lease. The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Resident(s) of the Premises, and may institute unlawful detainer proceedings against all Resident(s) in the event that they do not restore possession of the Premises to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, in the event that one or more Resident(s) give notice but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Resident(s), including the Resident(s) giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premises.

**26. PARKING:** Landlord shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Resident(s) and/or Resident(s)' occupants, guests or invitees. Failure of Resident(s) or Resident(s)' occupants, guests or invitees to follow Community Rules and/or posted signs relating to parking and operation of vehicles may result in the towing of the offending vehicle at the cost of the vehicle owner.

**27. MILITARY TRANSFER:** Military personnel on active duty may terminate this Lease under Federal law if:

- (i) Resident becomes a member of the Armed Forces of the United States after Resident enters into the lease; or
- (ii) Resident is or becomes a member of the Armed Forces of the United States and receives:
  - a. Orders for a permanent change of station; or
  - b. Orders to deploy for a period of at least 90 days.

Resident must give Landlord written notice of termination. For rentals when rent is paid monthly, the termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered. [For example, if the rent is due on the first of the month and the termination notice is mailed on August 3<sup>rd</sup>, then the effective date of termination is October 1<sup>st</sup>. (The notice is mailed on August 3<sup>rd</sup>, the next rent payment would be due on September 1<sup>st</sup>, and thirty days after that date is October 1<sup>st</sup>.)] For all other rentals, termination is effective on the last day of the month after the month in which the notice is delivered. [For example, if the lease calls for rent to be paid quarterly, and notice of termination is given on July 20<sup>th</sup>, the effective date of the termination would be on August 31<sup>st</sup>.] Resident must furnish Landlord with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

Additionally, National Guard officers and enlisted members called or ordered into active state or federal service, or United States Military Reserve reservists who are called to full-time active duty, may terminate this Lease under California law if they are called into duty after entering into this Lease. If termination occurs under California law, the termination will be effective on (1) the last day of the month following the notice, or (2) no more than 45 days after the notice is provided to Landlord, whichever is first. If rent is payable other than monthly, the termination will be effective on the last day of the month following the month in which the notice is given.

**28. LEAD-BASED PAINT DISCLOSURE AND WARNING:** Applicable only if checked here  (must be checked if building is constructed prior to 1978 or if Landlord knows or believes there to be lead-based paint on the Premises.) a. Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord knowledge of lead hazards in the Premises or Community:

(If checked) Landlord has no knowledge of any lead hazards in the Premises or Community, but because of the age of the Premises and Community it is possible that they exist at the Premises or Community.

(If checked) Landlord is aware of the following lead hazards in the Premises or Community: \_\_\_\_\_

Reports or records pertaining to lead hazards in the Premises or Community:

(If checked) Landlord is not aware of any reports or records pertaining to lead hazards in the Premises or Community.

The following reports or records pertaining to lead hazards in the Premises or Community are available in Community office on request: \_\_\_\_\_

Resident(s) have received copies of all information listed above, if any were requested.

Resident(s) have received the pamphlet Protect Your Family from Lead in Your Home.

**29. ASBESTOS DISCLOSURE, OPERATION AND MAINTENANCE PROGRAM:** Applicable only if checked here  (must be checked if building is constructed prior to 1981 or if Landlord knows or believes there is asbestos on the Premises.)

Landlord knowledge of asbestos hazards in the Premises or Community:

(If checked) Landlord has no knowledge of any asbestos hazards in the Premises or Community, but because of the age of the Premises and Community it is possible that they exist at the Premises or Community.

(If checked) Landlord is aware of the following asbestos hazards in the Premises or Community: \_\_\_\_\_

Reports or records pertaining to asbestos hazards in the Premises or Community:

(If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Premises or Community.

The following reports or records pertaining to asbestos hazards in the Premises or Community are available in Community office on request: \_\_\_\_\_

Resident(s) have received copies of all information listed above, if any were requested.

Asbestos is a chemical known to the state of California to cause cancer. Disturbing or damaging certain interior Premises or Community surfaces may increase the potential exposure to asbestos. Resident(s) may not pierce, damage, disturb, or remove any portions of the Premises or Community known or suspected to contain asbestos. Resident(s) must notify Landlord immediately in writing if any portion of the Premises or Community known or suspected to contain asbestos are pierced, damaged, disturbed or removed.

**30. MISSTATEMENTS ON APPLICATION:** Resident(s) have completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident(s). It is agreed that, should Landlord subsequently discover any misstatements of fact in the Resident(s)' application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice terminating the tenancy.

**31. SMOKING:** This is a non-smoking community and smoking, including medical marijuana, is not allowed in the units or any of the common areas, balconies, terraces or patios. Resident(s) are responsible for the conduct of occupants, guests or invitees while they are on the Property. Landlord, however, does not provide or guarantee a smoke-free environment. As such, nothing herein shall be deemed a guarantee of any kind that Resident(s) will not be exposed to tobacco or marijuana smoke while on the Property and Landlord expressly denies any such assertion.

32. **LIQUID-FILLED FURNITURE AND AQUARIUMS:** Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code §1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident(s) bringing any liquid-filled furniture into the Premises. Resident(s) must provide Landlord with at least 24-hours written notice prior to the installation, removal or movement of any liquid filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the higher degree of safety. No aquariums over 10 gallons permitted without prior written consent of Management. If Resident(s) install any liquid-filled furniture, the Security Deposit shall be increased by \$200.

33. **PACKAGE RELEASE:** Resident(s) give Landlord and its agent's permission to sign and accept any parcels or letters that may be sent to Resident(s), whether anticipated or unanticipated, through UPS, Federal Express, Airborne, United States Postal Service, hand deliveries, or the like. Landlord does not accept any responsibility or liability for any lost, damaged, or unordered deliveries and Resident(s) agree to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident(s)' packages. Nothing herein, however, obligates Landlord to accept any packages on behalf of Resident(s) and Landlord may choose not to do so.

34. **SUBORDINATION:** This Lease and all rights of Resident(s) arising hereunder are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the property of Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage(s). As used herein, the term "mortgage" shall include deeds of trust or any similar security interest.

35. **SUCCESSORS IN INTEREST:** If the property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this Lease as against Resident(s). Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.

36. **MEGAN'S LAW DATABASE:** 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. Since the information is equally available to Resident(s) and Landlord, and Landlord cannot discriminate against Registrants pursuant to Penal Code Section 290.46 et seq., Landlord has not made any inquiry of any applicant or resident as to whether he or she is a Registrant. Resident(s) are advised to take whatever reasonable and lawful actions Resident(s) believe necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident(s) are advised that Landlord may not notify Resident(s) if Landlord learns or is advised that a Registrant is living in the Community. The existence of registered offenders in the Community is not grounds for breaking this Lease.

37. **RESIDENT SAFETY AND PROPERTY LOSS.** Resident(s) and all occupants and guests must exercise due care for Resident(s)' own and others' safety and security, especially in the use of smoke detectors/smoke alarms/carbon monoxide alarms, dead bolt locks, keyless bolting devices, window latches, and other security devices.

**Smoke and Carbon Monoxide Alarms.** Agent will furnish smoke and/or carbon monoxide alarms (collectively referred to as "alarms") if required by statute, and will test them and provide working batteries when Resident(s) first take possession of the Premises. After that, Resident(s) must pay for and replace batteries as needed, unless the law provides otherwise. Agent may replace dead or missing batteries without prior notice to Resident(s). Resident(s) must: (a) keep, test and maintain all alarms in good repair; (b) immediately notify Agent in writing if the batteries of any alarms need to be replaced; (c) immediately notify Agent in writing if any alarms are stolen, removed, found missing, or found not operational during the Resident(s) occupancy of the Premises; and (d) immediately notify Agent in writing of any deficiency in any alarms that Resident(s) cannot correct. Neither Resident(s) nor others may disconnect the alarms. Resident(s) will be liable to Agent, Landlord and others for any loss or damage from fire, smoke, carbon monoxide or water if that condition arose from Resident(s) or Resident(s)' guests and/or occupants disconnecting any alarms or Resident(s)' failure to abide by items (a) through (d) as stated above in this paragraph.

**Crime or Emergency.** Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Resident(s) should then contact Agent. Resident(s) will not treat any of Landlord and/or Agent's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. **Unless otherwise provided by law, Agent and/or Landlord are not liable to Resident(s) or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Agent and/or Landlord are not obliged to furnish security personnel, security lighting, security gates or fences, security cameras, or other forms of security unless required by statute. Although Agent may currently require criminal-history checks on any new residents and occupant over the age of eighteen, this is not meant as a representation or warranty that all residents meet current criminal-history check requirements. Residents may not have been subject to the same requirements in the past, and results may not be error-free. Agent is not required to obtain such information and is not responsible for any errors or omissions contained in any criminal-history checks.**

38. **PROPOSITION 65 WARNING:** The Premises as well as the common areas in and around the Community may contain at least one of the following chemical(s) known to the State of California to cause cancer, birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes and smoke from resident and guest activities, including, but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to lead and lead components, asbestos, carbon monoxide, gasoline components, formaldehyde, soots, tars, mineral oils, and insect and landscape chemicals. More information on specified exposures is available at [www.prop65apt.org](http://www.prop65apt.org).

39. **WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Lease shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

40. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

41. **ENTIRE AGREEMENT:** This Lease sets forth the entire agreement between the parties with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident(s) hold over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident(s) in the manner prescribed by California Civil Code § 827.

42. **SEVERABILITY:** If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease remains in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

43. **INTERRUPTION OF SERVICES:** Landlord shall not be liable to Resident(s) or to any other person in damages or otherwise, nor shall Landlord be in default under Lease for any interruption or reduction of utilities or services caused by someone other than Landlord, or by Landlord due to circumstances beyond Landlord's reasonable control.

44. **ATTACHMENTS/ADDENDA:** Resident(s) acknowledges receipt of a copy of the attachments listed in this section, which are incorporated into and made part of this Lease. Resident(s) agrees to abide by said attachments in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Lease.

- a) COMMUNITY RULES AND REGULATIONS
- b) ADDENDUM TO LEASE AGREEMENT
- c) RSO ADDENDUM (IF APPLICABLE)
- d) CONCESSION ADDENDUM (IF APPLICABLE)
- e) CONDO ADDENDUM (IF APPLICABLE)

45. **NON-DISCRIMINATION:** There shall be no discrimination against or segregation of, any persons on account of race, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, disability or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of residents, lessees, subresidents, sub lessees or vendees of the Premises.

46. **OCCUPANCY:** The Premises shall be occupied only by the Resident(s) and Occupants identified on pages 1 and 2 of this lease. No other persons have permission to occupy the Premises for more than 10 consecutive or non-consecutive days unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person who occupies the Premises but who is not identified as a Resident on pages 1 and 2 shall be deemed to occupy the Premises under the named Resident(s) who are signatories to this Lease and shall thus be deemed the invitees of said named Resident(s). Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises. RESIDENT(S) UNDERSTAND AND AGREE THAT THE MAXIMUM OCCUPANCY OF THE PREMISES IS TWO (2) PERSONS PER FULL SIZE BEDROOM PLUS ONE.

47. **RENT CONTROL:** If the premise is subject to rent control, rent control regulations apply.

48. **SIGNATORIES:** The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising hereunder (see Paragraph #25 above). This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident(s) to occupy the Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Resident(s) shall be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease as against Resident(s) if, for any reason or by any means, Resident(s) obtain occupancy to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written. By signing below, Resident(s) acknowledges that Resident(s) have read and understand each and every term, covenant, and provision of this Lease.

**The undersigned expressly understand(s) that Paragraph 12 above contains provisions under which (a) this Lease may automatically continue as tenancy from month-to-month upon the expiration of the term hereof, and (b) that the rent may be increased during such continued tenancy.**

**Accepted by:**

**Agent for Owner/Resident Manager:**