

RESIDENTIAL FIXED TERM OR MONTH-TO-MONTH LEASE AGREEMENT

1. IDENTIFICATION OF LANDLORD AND TENANT(S): This Residential Lease Agreement (hereinafter "Lease Agreement" or "Lease" to be used interchangeably) is entered into on _____, between Andy McMullen, Manager of North San Diego Property Management, LLC, as the authorized agent for the Owner of the Premises (hereinafter "Landlord") and _____ (hereinafter collectively known as "Tenant(s)"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease Agreement. Together Tenant(s) and Landlord are referred to herein as the "Parties."

2. IDENTIFICATION OF PREMISES AND OCCUPANTS:

A. Subject to the terms and conditions set forth in this Lease Agreement, Landlord rents to Tenant(s), and Tenant(s) rent from Landlord, for residential purposes only, the premises located at _____ ("hereinafter Premises"), which is located within the Apartment Community, commonly known as _____ (hereinafter the "Apartment Community or Property"). The premises shall be occupied by the undersigned Tenant(s):

Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____, and the following
minor children:	
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____
Name (Print) _____	Date of Birth _____.

B. No other persons have permission to occupy the Premises 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 Tenant(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 Tenant(s) and their claim to right of possession shall be denied. Any person who is not named above as a Tenant and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Tenant(s), who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes 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 Tenant(s) and does not have an independent claim to right of possession of the Premises.

C. In the event of an unlawful detainer action to regain possession of the Premises, or any other

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

legal/court document given to the above named Tenant(s), the names listed above in paragraph 2-A, are the names that will be used to refer to such individuals. The signing of this Lease Agreement constitutes full consent of Tenant(s) to legally refer to such individuals as the above signed names, even if after commencement of this Lease Agreement, one or more names change as a result of a marriage or legal name change, or at the time of signing, the signee simply used his/her maiden name instead of their married name, or visa-versa. Tenant(s) hereby renounces all legal authority by themselves or their legal appointees, to dismiss, or claim to be void, either in person, or in court, any legal document in their possession, on the basis of being referred to by any other name(s) than the one(s) listed above in paragraph 2-A.

D. Tenant(s) understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Tenant(s) agrees that such over-utilization shall be grounds for Landlord to terminate this Lease Agreement, solely at Landlord's option.

3. **DEFINING THE TERM OF THE TENANCY:** The term of the Lease Agreement shall begin on _____ (Commencement Date).

Month-to-Month Lease Agreement: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law.

Fixed Term Lease Agreement: and shall terminate on (Date) _____ at 11:59 P.M. Tenant shall vacate the Premises upon termination of the Lease Agreement, unless: **(1)** Landlord and Tenant have extended this Lease Agreement in writing or signed a new Lease Agreement; **(2)** mandated by local rent control law; or **(3)** Landlord accepts Rent from Tenant after the expiration of the fixed term lease (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in the above month-to-month statute. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Lease Agreement shall remain in full force and effect.

A. Should Tenants vacate before expiration of the term, Tenant(s) shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.

B. Holding Over. Any holding over by Tenant(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 in this Lease, subject to amendment by Landlord as set forth in Civil Code Section 827 and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code Section 1946, unless a longer notice period is required by applicable law.

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

4. **DELAY OF POSSESSION:** If, after signing this Lease Agreement, Tenant(s) fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Lease Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant(s) for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant(s) shall have the right to terminate this Lease Agreement. In such event, Landlord's liability to Tenant(s) shall be limited to the return of all sums previously paid by Tenant(s) to Landlord.

5. **AMOUNT AND SCHEDULE FOR THE PAYMENT OF RENT:** Tenants shall pay to Landlord a monthly rent of \$ _____, payable in advance on the 1st day of each month.

A. Rent shall be paid to **North San Diego Property Management via Tenant(s) online portal through epay (otherwise know as ACH payments, or electronic funds transfer)**. Credit card payments are also accepted, however Tenant(s) must pay the nominal transaction fee for payments made with a credit card.

B. **Upon signing of this Lease Agreement Tenant(s) acknowledges informed consent of the single payment method accepted, and henceforth agrees to setup their payment information within the tenant portal with expedience in order to ensure rent payments are made with efficiency.** Claiming ignorance, does not constitute, nor provide Tenant(s) with any legal standing, to fail to pay rent in a timely manner. Tenant signature of said Lease Agreement constitutes amenable consent of the single payment method accepted.

C. The name, telephone number and address of the person or entity to whom rent payments shall be made is: North San Diego Property Management, (760) 683-9043, 2772 Roosevelt St #244 Carlsbad, CA 92008.

6. **SECURITY DEPOSIT:**

A. On signing this Lease Agreement, Tenant(s) shall pay to Landlord the sum of \$ _____ as a Security Deposit. Security Deposit will be held in Landlord trust account.

B. **Tenants may not apply this Security Deposit to the last month's rent or to any other sum due under this Lease Agreement.** Within 21 days after Tenants have vacated the premises; Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenant(s)'s Security Deposit necessary to: (1) remedy any default by Tenant(s) in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; and (3) clean the premises if necessary. Per California law, Landlord is not obligated to pay Tenant(s) interest on the security deposit.

C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned.

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- D. No interest will be paid on Security Deposit as not required by California law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the Security Deposit is held in Owner's Broker's (herein referred to as "Landlord") trust account, and Broker's authority is terminated before expiration of this Lease Agreement, and Security Deposit is released back to Owner, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the Security Deposit return, or subsequent deductions legality, if any.
- F. It is understood that the Security Deposit is applicable to all Tenants jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Tenants have vacated the Premises. Any refund due may be made payable jointly to all Tenants, and it shall be the responsibility of all Tenants to work out between themselves the manner of dividing said Security Deposit. If Landlord chooses to make the refund to any one of the Tenants individually (which need not be done until the statutory time has elapsed after all Tenants have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Tenants, and Landlord shall have no liability to any one or group of Tenants for failure of any Tenant to divide such refund equitably.
- G. 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 additional deposit for a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Tenant(s)'s tenancy. Removal of the pet, satellite dish, waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the Security Deposit.

7. SECURITY DEPOSIT AND FIRST MONTH'S RENT PAYMENT:

- A. Tenant(s) payment of the Security Deposit and first month's Rent shall be paid by direct deposit into North San Diego Property Managements' Chase Bank account. All future rent payments to be made subject to the instructions set forth in paragraph 5-A and 5-B of this Lease Agreement.
- B. Tenant acknowledges receipt of SECURITY DEPOSIT AND FIRST MONTH'S RENT PAYMENT INSTRUCTIONS addendum marketed Attachment 1. **Tenant signature of this Lease Agreement constitutes amenable consent of the initial Security Deposit and First Month's Rent payment method.**
- C. Tenant acknowledges receipt of RECEIPT AND HOLDING DEPOSIT AGREEMENT, addendum marketed Attachment 2. Tenant(s) confirms the accuracy of the money amounts listed therein. Tenant(s) agrees to pay Security Deposit and first month's Rent (either in whole or prorated), at (or reasonably near) time of signing this Lease Agreement.

8. RULES AND REGULATIONS: Tenant agrees to comply with all Landlord rules and regulations that are

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

at any time posted on the Premises or delivered to Tenant.

If checked, Tenant has been provided with, and acknowledges receipt of, an additional, Property specific, list of the Rules and Regulations Agreement addendum, labeled Attachment 4, and attached to and incorporated into this Lease Agreement by reference.

9. WATERBEDS/LIQUID FURNITURE: No waterbed, water filled furniture, aquariums over 10 gallons, or other water-filled furniture shall be kept on the premises without Landlord's written consent. In the event Landlord's prior consent is granted, an additional Security Deposit, in the amount of Landlord's discretion, will be added.

None.

Landlord grants Tenants permission to keep water-filled furniture on the premises. Attachment 5 Agreement regarding use of Waterbed/Liquid Furniture addendum is attached to and incorporated into this Lease Agreement by reference.

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

- SECURITY DEPOSIT & FIRST MONTH'S RENT PAYMENT INSTRUCTIONS (Attachment 1)
- RECEIPT & HOLDING DEPOSIT AGREEMENT (Attachment 2)
- PROPERTY OF LANDLORD OR TENANT AGREEMENT (Attachment 3)
- RULES AND REGULATIONS AGREEMENT (Attachment 4)
- WATERBEDS/LIQUID FURNITURE AGREEMENT (Attachment 5)

11. RENT PAYMENT LATE CHARGES: Rent is due on the 1st day of each month and will be considered late if not received by midnight on the 3rd day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. The late charge shall be **\$25**, plus **\$25** for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed **\$150**. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

12. RETURNED CHECK AND OTHER BANK CHARGES: In the event any check offered by Tenant(s) to Landlord in payment of rent or any other amount due under this Lease Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$75.

13. UTILITIES: Tenants shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: _____ . With _____

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respect to the utilities charges listed above to be paid by Landlord, Tenant(s) shall not make excessive or unreasonable use of such utilities. If Tenant(s) does make excessive or unreasonable use of such utilities, Landlord reserves the right to bill Tenant(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. Tenant(s) shall not use any utilities in the common areas of the Property for their own personal use without written consent of Landlord.

Tenants' gas or electric meter serves area(s) outside of their premises, and there are not separate gas and electric meters for Tenant(s) unit and the area(s) outside their unit. Tenant(s) and Landlord agree as follows: _____

14. LIMITS ON OCCUPANCY: Occupancy by guests for more than 10 Days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Lease Agreement.

15. RESIDENTIAL USE OF PREMISES: Tenant(s) agrees that the Premises is rented for residential use only and for no other purpose without Landlord's prior written consent. Tenant(s) shall not use the Premises as a business address, nor shall Tenant(s) conduct 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 Tenant(s) at the Premises, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Tenant(s) may, however, insofar as it is consistent with the restrictions set forth in this section, and with the written consent of Landlord, use a portion of the Premises as a "home office".

16. PROHIBITION OF ASSIGNMENT AND SUBLETTING: Tenant(s) shall not sublet any part of the premises or assign this Lease Agreement without the prior written consent of Landlord. Any attempted subletting or assignment in violation of this provision shall be void and null. Any proposed assignee, transferee, or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Lease Agreement.

17. ADDING A ROOMMATE: No roommate may be allowed to take up residence in the Premises without prior written consent of the Landlord. Doing so without consent is in violation of this Lease Agreement. If Landlord consent is granted, each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease Agreement.

18. JOINT AND SEVERAL LIABILITY (CO-TENANT): If more than one Tenant (roommate, family member, or other) enters into this Lease Agreement, either now at lease commencement, or in the future as

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

an addendum to this Lease Agreement, the obligations are joint and several; each such Tenant is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Tenants remain in possession of the Premises. Any breach or abandonment by any one or more of the Tenants shall not terminate the Lease Agreement nor shall it relieve the remaining Tenant from fulfilling the terms of this Lease Agreement. Should one or more of the Tenants terminate their residency apart and separately from other Tenant, no right to have another person substituted in their stead shall exist. **(a)** Tenant(s) agree to inform Landlord if any Tenant, or residing minor, vacates residency of the premises. **(b)** Written permission from Landlord must be granted before an additional Tenant, or minor, may be added to this Lease Agreement in order to take up residency of the premises.

19. MILITARY TRANSFER: If Tenant(s) is or becomes a member of the Armed Forces on extended active duty, a member of the State National Guard serving on full-time duty, or a civil service technician with a National Guard unit, and receives change-of-duty orders to depart from the local area for longer than 90 days, or is relieved from such duty, Tenant(s) may terminate this Lease by giving 30 days prior written notice to Landlord, provided Tenant(s) is not otherwise in default. As a condition to such termination, Tenant(s) will furnish Landlord with a certified copy of the official orders which warrant termination of this Lease. Military orders authorizing base housing in the local area in which the Premises is located do not constitute change-of-duty under this paragraph.

20. MAINTENANCE: Tenant(s) shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant(s) shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant(s) shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant(s) shall be charged for all repairs or replacements caused by Tenant(s), pets, guests or licensees of Tenant(s), excluding ordinary wear and tear. Tenant(s) shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant(s) shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

A. Landlord Tenant(s) shall water the garden, landscaping, trees and shrubs, except: _____

B. Landlord Tenant(s) shall maintain the garden, landscaping, trees and shrubs, except: _____

C. Landlord Tenant(s) shall maintain: _____

D. Tenant's failure to maintain any item for which Tenant(s) is responsible shall give Landlord the right

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

to hire someone to perform such maintenance and charge Tenant(s) to cover the cost of such maintenance.

E. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them during Residents' tenancy. However, these items must stay on the premises in the working, or otherwise, condition in which they were at the time of Tenant(s) move in date. Removal or disposal of items is prohibited. Any such actions will warrant the Landlord to make an estimate as to the fair market value of said items, and their cost for replacing will be deducted from Tenant(s) security deposit: _____

21. CONDITION OF THE PREMISES: Tenant(s) agree to: **(1)** keep the premises clean and sanitary and in good repair, and upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant(s) took occupancy, except for ordinary wear and tear; **(2)** immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and **(3)** reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damage by Tenant(s) or their guests or invitees through misuse or neglect.

A. Tenant(s) acknowledge that when Landlord and Tenant(s) meet at the premises to transfer possession of the keys and property, on or before the agreed upon move in date, with the Landlord furnished "move-in inspection checklist" in hand, both Landlord and Tenant will inspect the property, and make note of any notable defects, problems, or issues. Furthermore, Tenant(s) acknowledges that they have 3 days (72 hours) to contact Landlord in order to make record of any additional issues in the premises the Tenant(s) may of discovered.

22. KEYS, LOCKS, AND REMOTES:

A. Tenant shall receive the following prior to the move in date. Tenant shall make amenable efforts to schedule a time with Landlord to meet at the Premises in order to transfer possession of the Premises, keys, and remotes.

- ___ Key(s) to Premises
- ___ Key(s) to Mailbox
- ___ Key(s) to Pool
- ___ Key(s) to Common Areas
- ___ Remote(s) for Garage Door
- ___ Remote(s) for Security Gate

B. If Tenant(s) re-key existing locks or opening devices, Tenant(s) shall immediately deliver copies of all keys to Landlord. Tenant(s) shall pay all costs and charges related to loss of any keys or opening devices. Tenant(s) may not remove locks, even if installed by Tenant(s).

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Tenant(s) Initials (___)(___)(___)(___)

23. PETS: No pets, including but not limited to any animal, bird, fowl, reptile or amphibian, and no aquariums in excess of 10 gallons (collectively referred to hereafter as “Pets”), are allowed on the Premises without prior written consent of Landlord. Any such consent may be revoked at any time, with or without cause, by giving a 30 Day written notice. Unless written permission has been given, pets may not be brought upon the Premises, whether such pets belong to Tenant(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 and incurable breach of this Lease and shall be cause for the service of a 3 day notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact Landlord, before bringing the animal onto the Premises, and request an accommodation to this Lease provision. All accommodation requests will be processed in accordance with applicable laws.

None.

_____, under the following conditions:

24. LANDLORD'S ACCESS TO PREMISES:

- A. The Parties agree that upon advance reasonable notice of at least 24 hours to Tenant(s), and at least 48 hours notice to conduct an inspection of the premises, Landlord or Landlord's agents shall have the right to enter the Premises during normal business hours of Monday through Saturday from 9:00 AM to 6:00 PM for the purpose of: **(1)** making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; **(2)** supplying necessary or agreed services; **(3)** showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or **(4)** for any other purposes permitted by California Civil Code Section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease).
- B. Tenant(s) also agrees that if Tenant(s) denies 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 and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a 3 Day Notice To Quit.
- C. In the event of an **emergency** (such as a fire, plumbing leak, etc), or Tenant(s)'s abandonment or surrender of the Premises, Landlord or its agents may enter the Premises at any time without consent or prior notice.
- D. With at least 48 hour notice, Tenant hereby grants Landlord, or Landlord agents, interior and exterior access to the premises, for the purpose of Periodic Maintenance Inspections. Upon lease signing, Tenant grants willful consent for the following periodic inspections. 3 months from Tenant(s)'s move-in date, an interior and exterior inspection of the premises will be performed. After which, Landlord

Landlord Initials (____)
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will perform an interior inspection at 12 month intervals, and an exterior inspection at 6 month intervals. If at anytime it appears Tenant(s) is not taking good care of the property, then Landlord reserves the right to increase, both interior and exterior, inspection interval to every 3 months until such time as the Premises upkeep is brought back up to an acceptable standard. If the minimum standard of care for the property is not continually met, even after necessary written warnings, then a subsequent 30 Day Notice will be given to the residing Tenant(s). Refusal of these terms, either now at lease signing, or in the future during tenancy, is in direct violation of this Lease, and if currently residing in the premises will result in a **3 Day Notice to Perform Covenant**. Additionally, if these terms are not agreeable to you at time of signing, then it is encouraged that you do not sign this Lease. Tenant(s) will be given the option to be present for inspections, but do not have to be.

- Tenant does NOT wish to be present for periodic inspections. 48 hour notice will still be given, but Landlord’s estimated time of arrival will not be given.
- Tenant WISHES to be present for periodic inspections. If Tenant(s) prefer to be present, then Landlord will make every reasonable attempt to make it so, by giving Tenant(s) an agreed upon expected window time of Landlord’s arrival. If Tenant(s) is a no-show during the window time, then Landlord may enter without Tenant(s) presence.

25. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

26. PARKING AND GARAGES:

- A. Parking space(s) are to be used for parking properly licensed and operable motor vehicles. Parking spaces are not to be used for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant(s) shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.
- B. Garages are primarily to be used for means of parking cars and storage. Garages are not to be used as additional living, job related work, or frequent social gathering spaces.
- C. Landlord shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Tenant(s) and/or Tenant(s)’s guests or invitees. Failure of Tenant(s) or Tenant(s)’s guests or invitees to follow 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.

Additional Property specific provisions regarding parking, garages, and Tenant(s) car(s) are: _____

27. EXTENDED ABSENCES BY TENANTS: Tenants agree to notify Landlord in the event that they will

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be away from the premises for 10 consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

28. PROHIBITIONS AGAINST VIOLATING LAWS AND CAUSING DISTURBANCES: Tenant(s) shall be entitled to quiet enjoyment of the premises. Tenant(s) and their guests or invitees shall not use the Premises or adjacent areas in such a way as to: **(1)** violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; **(2)** commit waste or nuisance; or **(3)** annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident, including but not limited to having loud or late parties or playing loud music. Tenant(s) shall ensure that their guests also comply with this provision. Violations constitute a breach of the Lease Agreement.

29. CONDOMINIUM; PLANNED UNIT DEVELOPMENT: The Premises is a unit in a condominium, planned unit development, common interest subdivision, or other development governed by a homeowner association ("HOA"). The name of the HOA is _____. Tenant(s) agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant(s) copies of HOA Rules, if any. Tenant(s) shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant(s), or the guests or licensees of Tenant(s).

- Not Applicable (N/A).
- Landlord shall provide Tenant with a copy of the HOA Rules within _____ days, or _____.
- Tenant(s) has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

30. REPAIRS AND ALTERATIONS: Except as provided by law or as authorized by the prior written consent of Landlord, **(a)** Tenant(s) shall not make any repairs or alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(b)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant(s); **(c)** Tenant(s) shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(d)** any deduction made by Tenant(s) shall be considered unpaid Rent. **(e)** Tenant(s) shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant(s) shall provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

- None.
- Landlord and Tenants agree to the following: _____

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)

31. SATELLITE DISHES:

- A. If Tenant(s) chooses to install an individual satellite dish at the Premises, it must be one meter (approximately 3 feet, 3 inches). Tenant(s) may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railways or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises.
- B. Security Deposit. Tenant(s) must pay an additional deposit of \$350 to cover potential damage to the Premises and Apartment Community. This additional deposit will be returned to Tenant(s) after Tenant(s) vacates the Premises in accordance with the provisions of California Civil Code Section 1950.5.
- C. Assumption of the Risk. Tenant(s) assumes all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the dish or antenna, including any caused by a failure to securely attach the dish to the Premises.

32. SIGNIFICANT DAMAGE TO THE PREMISES: In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:

- A. If the premises are totally damaged and destroyed, Landlord shall have the option to: **(1)** repair such damage and restore the premises, with this Lease Agreement continuing in full force and effect, except that Tenant(s)'s rent shall be abated while repairs are being made; or **(2)** give written notice to Tenant(s) terminating this Lease Agreement at any time within 30 Days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Lease Agreement shall expire, and all of Tenants' rights pursuant to this Lease Agreement shall cease.
- B. Landlord shall have the option to determine that the Premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within 30 days after such damage. If only part of the premises cannot be used, Tenant(s) must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within 30 Days, this Lease Agreement shall expire and all of Tenants' rights pursuant to this Lease Agreement shall terminate at the option of either party.
- C. In the event that Tenant(s), or their guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Lease Agreement at any time, and Tenant(s) shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- D. Landlord shall not be required to repair or replace any property brought onto the Premises by Tenant(s).

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Tenant(s) Initials (____)(____)(____)(____)

33. SIGNIFICANT REPAIRS TO THE PREMISES:

- A. If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, repairing fire damage, etc.) which require Tenant(s) to vacate the Premises for any length of time, Tenant(s) must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. Tenant(s) agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. To the extent possible, Landlord shall give Tenant(s) at least 10 Days written notice of the need to vacate the Premises, which notice shall include Landlord’s best estimation of the length of time Landlord anticipates Tenant(s) will need to be absent from the Premises.
- B. Tenant(s) agrees to vacate the Premises for the time necessary for the work to be completed, and if Tenant(s) needs to be absent from the Premises for more than 8 hours in any 24 hour period, relocate to alternative housing of the Landlord’s choosing. Landlord shall be responsible to pay for the alternative housing; however, Tenant(s) will remain responsible for all rent while Landlord is paying for alternative accommodations. If Tenant(s) elects 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 Tenant(s)’s sole cost and expense; although Tenant(s) shall have no obligation to pay rent during the time the Premises is not available to Tenant(s) during the repairs if Landlord is not paying for the alternative lodging, except as provided below in 31-C.
- C. If the work or repairs are required because of the conduct of Tenant(s) or the conduct of Tenant(s)’s household, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then Landlord shall be relieved of its obligation to pay for alternative accommodations set forth above and Tenant(s) shall remain responsible for both rent and the cost of alternative lodging during the time when Tenant(s) must vacate the Premises for any work to be completed.
- 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 Agreement

34. TENANTS' FINANCIAL RESPONSIBILITY AND RENTERS' INSURANCE: Tenant(s) agree to accept financial responsibility for any loss or damage to personal property belonging to Tenant(s) and their guests and invitees caused by theft, fire, vandalism, rain, water, criminal or negligent acts of others or self, or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenant(s) obtain a renter's insurance policy from a recognized insurance firm to cover Tenants' liability, personal property damage and damage to the Premises. Tenant(s) shall comply with any requirement imposed on Tenant(s) by Landlord’s insurer to avoid: **(a)** an increase in Landlord’s insurance premium (or Tenant shall pay for the increase in premium); or **(b)** loss of insurance.

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Tenant(s) Initials (____)(____)(____)(____)

- Tenant(s) is/are required to obtain renter's insurance in an amount sufficient to cover all personal possessions of Tenant(s) together with a reasonable level of liability coverage for the actions of Tenant(s) or Tenant(s)'s guests or invitees. Tenant(s) shall provide proof of insurance to Landlord within 15 days from move in date.
- Tenant(s) is/are encouraged to obtain renter's insurance in an amount sufficient to cover any personal possessions of Tenant(s) together with a reasonable level of liability coverage for the actions of Tenant(s) or Tenant(s)'s guests or invitees.

35. ATTORNEY FEES AND WAIVER OF JURY TRIAL: In any action or legal proceeding to enforce any part of this Lease Agreement, the prevailing party shall not recover attorney fees and court costs. Recognizing that jury trials are both time consuming and expensive, Owner/Agent/Landlord and Tenant(s) hereby waive their right to a trial by jury on any matter arising out of this Lease Agreement, or the use, or the occupancy of the premises herein. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court.

36. ARBITRATION OF DISPUTES: Any dispute between the parties arising from or relating to a claim for personal injury, which is directly or indirectly related to, or arising from a condition of the leased premises or the common areas, or any event thereon, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the county in which the premises are located before three arbitrators, who shall be selected as follows: The claimant and respondent shall each select one arbitrator. The two selected arbitrators will then select a third arbitrator, and the three arbitrators shall constitute the panel. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: **(a)** Any demand for arbitration shall be made in writing and must be made within 90 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would have been barred by the applicable statute of limitations. **(b)** The arbitrators' jurisdiction extends to all punitive damages claims and call actions. **(c)** Each party shall bear their own respective fees and cost relative to the arbitration process, and attorneys' fees, if awarded shall not exceed \$500. **(d)** All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process must be paid prior to the selection of the arbitration panel and shall be borne equally by all parties. **(e)** The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law.

37. AUTHORITY TO RECEIVE LEGAL PAPERS: Any person managing the premises, the Landlord and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- A. The Landlord, at the following address: 2772 Roosevelt St #244 Carlsbad, CA 92008
- B. The Manager, at the following address: _____

38. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS: The premises is equipped with at

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least one smoke detector and may also be equipped with one or more carbon monoxide detectors. Tenant(s) acknowledges that each such device will be tested at the time of initial occupancy, and agrees to notify Landlord immediately of any defects or malfunctions that may be discovered. Tenant(s) agrees to: inspect and test each device monthly, to replace the batteries as needed, to notify the Landlord promptly in writing of any defects or malfunctions, and to not remove, dismantle or otherwise render the devices inoperable.

39. PESTS AND PEST CONTROL:

- A. Tenant(s) and Landlord both have inspected the Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Premises. Tenant(s) agrees to inspect all personal belongings for signs of bedbugs and other insects or vermin prior to bringing personal belongings into the apartment and further agree not to bring into the Premises any belongings which Tenant(s) suspects may be infested with bedbugs, insects or other vermin.
- B. Tenant(s) agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin, including bedbugs, and comply with rules and other policies relating to the prevention of infestations. Tenant(s) further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Landlord.
- C. If Tenant(s) allows individuals or items carrying bedbugs, fleas, roaches or other insects or vermin into the Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Premises and the Tenant(s) will be responsible for all costs of treatment to the Premises, their personal belongings and surrounding units as necessary to eradicate the infestation. The choice of treatment shall be at the discretion of Landlord in consultation with Landlord’s pest control vendor.
- D. Tenant(s) agrees to cooperate with all pest control efforts at and within the Premises and the Property. Tenant(s) shall follow all instructions from Landlord and/or Landlord’s pest control company with respect to treatment and eradication whether infestation is in Tenant’s unit, another unit, or elsewhere on the Property.
- E. Tenant(s) acknowledge that the sanitary conditions of a dwelling directly impact the presence (or not) of pests. Tenant(s) further acknowledges that Landlord has limited control over the living sanitary conditions of the Premises and that the sanitary conditions of the Premises are at the sole responsibility of the residing Tenant(s). Consequently, rats, mice, possums, and other rodents, will be taken care of at Landlord’s expense, under the condition that minimum sanitary conditions of the Premises are met and maintained by the Tenant(s). Any such lack of minimum sanitary standards, will mandate that all rodents, pests, insects, and vermin eradication to be paid for by Tenant(s). More common household pests like spiders, ants, roaches, etc are to be handled in the following manner: Landlord will provide one spray by a professional company; thereafter it is the Tenant(s)’s responsibility to pay for each

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subsequent spray.

40. NEIGHBORHOOD CONDITIONS: Landlord makes no warranty as to the acceptable proximity, nature, presence, or otherwise condition of any after mentioned, or not mentioned, nearby surrounding peculiarities, in, or out of the Landlord’s control. Tenant(s) is/are advised to satisfy him/herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, nearby military training and/or explosive munitions, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant(s).

41. SMOKING:

- A. No smoking of any substance is allowed inside the premises period. Also no smoking of any substance is allowed in common areas (unless otherwise noted/checked in section “B” of this section). If smoking does occur inside the Premises or common areas, **(1)** Tenant(s) is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; **(2)** Tenant(s) is in breach of this Lease Agreement; **(3)** Tenant(s), guests, and all others may be required to leave the Premises; and **(4)** Tenant(s) acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

- B. Tenant(s) must comply with all applicable laws and rules regarding smoking on the Premises. Landlord may change its Rules regarding smoking at any time by providing Tenant(s) with 30 day written notice. At the inception of this Lease Agreement (mark one of the following):
 - Smoking is NOT permitted anywhere in the Apartment Community, which is designated as a non-smoking community.
 - Smoking is ONLY permitted outside Tenant(s) immediate premises on the balcony, porch, terrace, or other outside attached structure. SMOKING INSIDE THE PREMISES OR IN COMMON AREAS IS STRICTLY PROHIBITED.
 - Smoking is only permitted in designated smoking common areas. SMOKING INSIDE THE PREMISES IS STRICTLY PROHIBITED.

- A. Landlord is not required to advise Tenant(s) of any changes in the law with respect to smoking on the Property. Tenant(s) is responsible for complying with all laws relating to smoking and a 30 day notice

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is not required if a policy change is implemented to comply with a new statute, regulation or ordinance. The Parties agree to execute any addendum relating to smoking, which may be required by law after the execution of this Lease Agreement.

- B. Although smoking may be prohibited at various locations at the Apartment Community, Landlord does not provide or guarantee a smoke-free environment, and nothing in this paragraph or any smoking addendum, if any, shall be deemed a guarantee of any kind that Tenant(s) will not be exposed to smoke while on the Property, and Landlord expressly denies any such assertion.
- C. To the extent smoking is allowed anywhere in the Apartment Community, Tenant(s) who smoke, or allow smoking by their invitees or guests, must ensure the smoke does not disturb the quiet enjoyment of other Tenants. Secondhand smoke may seep and drift through open doors, windows, and ventilation ducts, which may constitute a disturbance to those Tenants who do not smoke, particularly those with health and allergy-related sensitivities.

42. STATE DATABASE DISCLOSURE: As required by California Civil Code Section 2079.10a, the following terms are incorporated into and made a part of this Lease Agreement. Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (l) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)

43. DUTY TO CLEAN AND VENTILATE: Tenant(s) understands that the growth of mold & mildew is primarily due to conditions over which Tenant(s), not Landlord, has control, namely moisture and ventilation. Tenant(s) hereby acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Tenant(s) acknowledges that it is important that Tenant(s) regularly allow air to circulate in the Premises. Tenant(s) agrees to regularly allow air to circulate in the Premises by using bathroom fan(s), using ceiling fans, where available, and regularly opening the windows and/or sliding doors where available. Since it is common for mold and mildew to grow if even a small amount of moisture builds up, Tenant(s) also agrees to clean all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleaner on a regular basis. Tenant(s) further agrees to notify Landlord immediately whenever Tenant(s) learns of any condition which could lead to a build up of moisture in Tenant(s)'s apartment, including, but not limited to plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable fans, doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Premises. If Tenant(s) notices mold, mildew or other organic growth in the Premises, Tenant(s) agrees to notify Landlord immediately. Any failure to

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comply with the requirements of this paragraph shall be deemed a material breach of this Lease. In addition, Tenant(s) shall be liable to Landlord for any damage resulting from Tenant(s)'s failure to comply with the requirements of this paragraph.

- 44. ELECTRONIC SIGNATURES:** The Parties agree that they may enter into this Lease Agreement by electronic means (AKA DocuSign or other like service), although traditional hard copies with wet signatures may be used instead at the option of Landlord. Tenant(s) agrees and acknowledges that if Tenant(s) is entering into this Lease Agreement with Landlord by electronic means, doing so is not conditioned on Tenant(s)'s agreement to conduct the leasing transaction electronically.
- 45. WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising under this Lease shall not be deemed a waiver of Landlord's right subsequently to 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 or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Lease Agreement 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.
- 46. NOTICES:** Any notice that Landlord gives to Tenant(s) shall be deemed properly served (whether or not actually received by Tenant(s)) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Tenant(s) actually receives 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 Tenants of the Premises shall be deemed valid service upon all Tenants - it is not necessary to serve each Tenant individually unless otherwise required by law.
- 47. EVENTS OF DEFAULT:** Tenant(s) shall be guilty of material breach of this Lease if Tenant(s): **(a)** fails to pay any rent or other sums payable under this Lease on the date it becomes due; **(b)** defaults in the performance of or breach of any other provision, term, covenant or condition of this Lease; **(c)** vacates or abandons the Premises before expiration of the full term of this Lease, or any extension of the term; **(d)** permits the leasehold interest of Tenant to be levied upon or attached by process of law; or **(e)** makes an assignment for the benefit of creditors.
- 48. SAFETY CONCERNS:**
- A. Landlord makes no representations or guarantees to Tenant(s) concerning the security of the Premises or the Apartment Community. Landlord is under no obligation to Tenant(s) to provide any security measure or take any action not required by statute. Tenant(s) is responsible for planning and taking action with respect to the safety of Tenant(s) and their property.
 - B. Landlord has no obligation to obtain criminal background checks on any Tenant(s) or applicant(s)

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(whether past, present or future) and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Landlord has actually run a criminal background check on applicants. Tenant(s) shall not rely on the fact that Landlord may have run a criminal background check on Tenant(s) or any other applicant when deciding whether to enter into this Lease Agreement. Background checks are not a guarantee that a person with a criminal background does not reside at the Apartment Community or that someone living on the Property will not commit a crime in the future. Landlord has not made and does not make any representations as to the background of any existing or future Tenant(s).

C. Tenant(s) agrees to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request. If Tenant(s) receives a copy of any law enforcement agency's incident report for an incident that occurred on the Property and said incident impacted the Premises, the Property or other Tenants at the Property, Tenant(s) shall provide a copy of said incident report to Landlord upon request.

49. LIABILITY: Landlord shall not be liable to Tenant(s) or to any guests or invitees of Tenant(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 over which the Landlord has no control.

50. INDEMNITY/HOLD HARMLESS: Tenant(s) agrees to indemnify and hold Landlord harmless, including costs of defense, 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 Tenant(s) or Tenant(s)'s guests or invitee(s).

51. CHOICE OF LAW, JURISDICTION, AND VENUE: This Lease Agreement is entered into in the city of Carlsbad, CA, county of San Diego, CA. This Lease Agreement is governed by the laws of the state of California. Tenant and Landlord each consent to jurisdiction within the state of California and also that the venue of any dispute arising under this Lease Agreement will be litigated in the county of San Diego, CA.

52. NON-DISCRIMINATION: There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, 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.

53. SEVERABILITY AND PROVISIONS REQUIRED BY LAW: If a provision, paragraph, or sentence of this Lease is legally invalid, or declared by a court to be unenforceable, such provision, paragraph, or sentence will be deemed deleted, and the rest of this Lease will remain in effect. To the extent any provision of this Lease Agreement is in direct conflict with any provisions of applicable law, such

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provision is hereby deleted. Any provision specifically 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.

54. SUBORDINATION: This Lease and all rights of Tenant(s) arising under it 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 and to all other rights acquired by the holder of any such mortgage(s). As used in this paragraph, the term “mortgage” shall include deeds of trust or any similar security interest.

55. 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 under this Lease, and shall be entitled to enforce the provisions of this Lease against Tenant(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.

56. CREDIT REPORTING: Tenant(s) is notified that Tenant(s)’s performance as a tenant of this property may be reported to credit reporting agencies. And thus, failure to pay rent when due and/or in the event of an unlawful detainer action against Tenant(s) to regain possession of the Premises due to, but not limited to, default of payment of rent, may negatively affect Tenant(s) credit rating.

57. TENANT’S OBLIGATIONS UPON VACATING PREMISES:

- A. Upon termination of this Lease Agreement, Tenant shall: **(1)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(2)** vacate and surrender Premises to Landlord, empty of all persons; **(3)** vacate any/all parking and/or storage space; **(4)** clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as it was upon move-in; **(5)** remove all debris; **(6)** give written notice to Landlord of Tenant’s forwarding address.
- B. All alterations/improvements made by or caused by Tenant(s), with or without Landlord’s consent, become the property of Landlord upon termination. Landlord may charge Tenant(s) for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move-Out Inspection and Repairs: **(1)** After giving or receiving notice of termination of a tenancy or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental. If Tenant(s) requests such an inspection, Tenant(s) shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease Agreement. **(2)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, “Repairs”) shall be made at Tenant(s)’s expense. Repairs may be performed by Tenant(s) or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality

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and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(3)** Tenant(s) shall: **(a)** obtain receipts for Repairs performed by others; **(b)** prepare a written statement indicating the Repairs performed by Tenant(s), and the date of such Repairs; and **(c)** provide copies of receipts and statements to Landlord prior to termination.

58. ADDITIONAL PROVISIONS: If checked, the additional provisions below are incorporated into this Lease Agreement.

None

Additional provisions are as follows: _____

59. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Lease Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this lease Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This lease Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Lease Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

60. MISSTATEMENTS ON APPLICATION OR LEASE: Tenant(s) has 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 Tenant(s). It is agreed that, if Landlord subsequently discovers any misstatements of fact in the Tenant(s)'s application or herein this Lease Agreement, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a 3 Day Notice terminating the tenancy.

61. ENTIRE LEASE AGREEMENT: This document constitutes the entire Lease Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant(s). Any modifications to this Lease Agreement during its term must be in writing signed by Landlord and Tenant(s). 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, if Tenant(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 Tenant(s) in the manner prescribed by

California Civil Code Section 827. The failure of Tenant(s) or their guests or invitees to comply with any term of this Lease Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant(s) and procedures as required by law.

62. RECEIPT OF LEASE AGREEMENT: The undersigned Tenant(s) hereby certifies that he/she is fluent in the English language and has read and completely understands this Lease Agreement and hereby acknowledges receipt of a copy of this “Lease Agreement and/or Lease.”

63. SIGNATORIES: The individuals signing below as “Tenant,” whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising under this Lease. This Lease shall not be considered to be in full force and effect until signed by all Tenants over the age of 18 and Landlord or Landlord’s authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Tenant(s) to occupy the Premises at any time prior to Landlord signing this Lease. Tenant(s) shall be fully liable for all obligations arising under this Lease, and Landlord may enforce the provisions of this Lease as against Tenant(s) if, for any reason or by any means, Tenant(s) obtains access to the Premises before such time as this Lease has been signed by Landlord or Landlord’s authorized agent.

ALL TENANTS OVER THE AGE OF 18 MUST SIGN THIS LEASE AGREEMENT:

Landlord (Signature) _____ Date _____

Tenant (Signature) _____ Date _____

Tenant (Signature) _____ Date _____

Tenant (Signature) _____ Date _____

Tenant (Signature) _____ Date _____

Landlord Initials (____)
Tenant(s) Initials (____)(____)(____)(____)