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RESIDENTIAL LEASE AGREEMENT – ICON

DATE OF LEASE: _____

LANDLORD: **CAMPUS ICON GARDENS, LLC**

TENANT: _____

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly and severally responsible for all obligations under this LEASE.



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1. PROPERTY AND OCCUPANTS.

LANDLORD agrees to rent to TENANT the following UNIT at:

- a) PROPERTY: ICON ("Apartment Community")
- b) UNIT: TENANT'S specific Building, UNIT and Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2.**
- c) ADDRESS OF UNIT: 6530 Seville Road
Isla Vista, CA 93117

UNIT #: _____

Bedroom _____ which is a

- private or
- shared bedroom

accommodation in a _____ bedroom _____ bathroom

in floor plan type _____

UNIT within the Apartment Community located at the address listed above.

The UNIT will be used as a private residence and for no other purpose.

Should the need arise, in the sole discretion of the LANDLORD, LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community.

d) OCCUPANTS: The bedroom will be occupied only by TENANT and (*list all other occupants not signing this LEASE or another LEASE within the Bedroom*):

No one else may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without LANDLORD'S prior written consent, and no more than twice that many days in any one month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with roommates prior to commencement of the Lease Term.

TENANT shall not without prior written approval of LANDLORD allow another person to occupy any unrented/vacant bed space in the UNIT. If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. The TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. If the UNIT consists of more than one bedroom, LANDLORD has the right, when any bedroom within the UNIT is unoccupied, to place a new tenant in the unoccupied bedroom unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD, as part of TENANT'S reserve RENT, the RENT due and other charges due for such unoccupied bedroom. The fact that TENANT and TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE, however, if possible and upon TENANT'S written request to LANDLORD, LANDLORD may, at its sole discretion, relocate the TENANT to another reasonably comparable UNIT in the PROPERTY under the same terms and provisions of this LEASE.

The "PROPERTY" is defined as including each of the following:

- (1) TENANT'S use of a Bedroom in a UNIT in the Apartment Community; and
- (2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and the Apartment Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access

without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access). Upon 24 hour notice to TENANT, LANDLORD may enter the Common Areas of the UNIT to show an unoccupied bedroom and Common Areas of the UNIT to leasing prospects;

(3) TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of all appliances within the common areas of the UNIT; and

(4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of TENANT'S furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the common areas of the UNIT; and

(5) TENANT'S shared use of the mailbox assigned to TENANT by the LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but assumes no liability for mis-delivery, delays in delivery and/or failure of delivery, and TENANT waives any and all claims or damages against LANDLORD for any mis-delivery of TENANT'S mail.

(6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment Community at the address listed in **Paragraph 1.**

2. TERM.

The term of this LEASE shall commence at Noon on:

MONTH: June DAY: YEAR: 2013

The term of this LEASE shall expire at Noon on:

MONTH: June DAY: YEAR: 2014

Such period of time is referred to as the "TERM."

3. RENT.

Payment must be made without demand in advance of each month:

- at the on-site manager's office or
- through LANDLORD'S online payment site

Total RENT due for this lease term is

\$ _____

RENT will be due in twelve (12) equal installments of

\$ _____ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE. The first RENT payment is due on August 1st - prior to the lease commencement date. If TENANT does not pay the first month's RENT on or before the LEASE begins, all future RENT will be automatically accelerated.

Simultaneously with the payment of any sums required to be paid under this LEASE as RENT, TENANT agrees to pay LANDLORD as additional RENT, a sum equal to any and all excise, transaction privilege, and license taxes, sales taxes, rental taxes, use taxes, and any other similar taxes imposed by the City of Isla Vista, the State of California, any other state, any political subdivision of any state, and any other governmental agency, upon the RENT to be paid by TENANT hereunder. The applicable tax to be paid monthly as of date of this Agreement is:

TENANT must pay TENANT'S RENT on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute. LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one

monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the 3rd day of the month and LANDLORD has not given notice to vacate before that date, TENANT will pay a late charge of \$55.** On the beginning of the fourth day of the month, LANDLORD will impose the preceding late fee. TENANT will also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus late charges until LANDLORD has received acceptable payment. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be authorized.

LANDLORD and TENANT agree and acknowledge that the actual damages would be difficult and onerous to ascertain and each party hereto freely and willingly agree to the provisions set forth in this Paragraph 3 as an effective method as to the cost and time of determining the damages suffered and/or incurred by LANDLORD as a result of TENANT failing to pay rent or charges owed in a timely manner. LANDLORD and TENANT further agree that the intent and effect of this provision is to compensate LANDLORD for foreseeable losses due to TENANT'S breach of



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this provision, and is not intended to penalize TENANT for any such breach.

4. RENTAL PAYMENTS.

a) TENANT shall be required to pay RENT on due dates listed in **Paragraph 3, or as set forth in other provisions of this LEASE**, without LANDLORD first asking for it.

b) RENT shall not be considered late if both the following occur:

1) mailed to LANDLORD by U.S. Postal Service and is postmarked by the U.S. Postal Service no later than the 1st of the month RENT is due and;

2) is received by LANDLORD by the 3rd day of the month due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional RENT and lockout fees before the current RENT is credited.

d) TENANT may NOT pay RENT in cash. TENANT MUST pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD shall not be required to give TENANT a receipt for rental payments made by check or money order. Currently the convenience fees for paying online are set dependent on payment type:

- a) \$24.95 per charge for VISA payments.
- b) 2.95% of Mastercard payments + \$2.50.
- c) \$1.95 for one-time e-check payments.
- d) \$1.00 per month for recurring e-checks.

These convenience fees are subject to change at any time and by LANDLORD and represent the reasonable costs incurred by LANDLORD in accepting and processing payments made in the manners set forth above.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any rental payment shall be null and void.

f) While LANDLORD does not have to, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement, but LANDLORD does not waive LANDLORD'S rights to collect and enforce the payment of the remainder of such RENT and pursue such other remedies as permitted at law or reserved to the LANDLORD hereunder.

g) Any monies owing to LANDLORD from TENANT pursuant to the terms of this LEASE, including but not limited to monthly RENT, amounts for utilities, late fees, or charges for violation of the Rules and Regulations, shall be considered RENT and are due and owing pursuant to the terms and provisions of this LEASE.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fines as described in Rules and Regulations.

5. SECURITY DEPOSIT AMOUNT.

a) The SECURITY DEPOSIT is \$_____. The full SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

b) Failure to pay the SECURITY DEPOSIT shall be considered a material breach of the LEASE and LANDLORD shall have the option of immediately terminating the LEASE. TENANT shall not be entitled to possession of the UNIT until the SECURITY DEPOSIT is paid to LANDLORD. The SECURITY DEPOSIT shall be held by LANDLORD as security for the faithful performance by TENANT of all of the terms, covenants, and conditions of this LEASE to be kept and performed by TENANT during the LEASE TERM. If TENANT defaults with respect to any provisions of this LEASE, including, but not limited to, the provisions relating to the payment of RENT, CHARGES, ADDITIONAL RENT or utilities, LANDLORD may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of

any rent or any other sum in default or for future rent damages (LANDLORD may, unless prohibited by law, hold or apply the SECURITY DEPOSIT as to future rent damages), or for the payment of any amount which LANDLORD may spend or become obligated to spend by reason of TENANT'S default, or to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT'S default. If any portion of the SECURITY DEPOSIT is so used or applied, TENANT shall, within five (5) days after written demand therefore, deposit with LANDLORD in an amount sufficient to restore the SECURITY DEPOSIT to its original amount and TENANT'S failure to do so shall be a material default under this LEASE. LANDLORD shall not be required to keep the SECURITY DEPOSIT separate from its general funds, and TENANT shall not be entitled to interest on the SECURITY DEPOSIT. If TENANT shall fully and faithfully perform every provision of this LEASE to be performed by it, the SECURITY DEPOSIT or any balance thereof, shall be returned to TENANT (or, at LANDLORD'S option, to the last assignee of TENANT'S interest hereunder) within twenty-one (21) days following the expiration of the TERM. In the event of a termination of LANDLORD'S interest in this LEASE, the SECURITY DEPOSIT, or any portion thereof not previously applied, may be released by LANDLORD to LANDLORD'S transferee and, if so released, TENANT agrees to look solely to such transferee for proper application of the SECURITY DEPOSIT in accordance with the terms of this Paragraph 5 and the return thereof in accordance herewith. The holder of a mortgage or the beneficiary of a deed of trust encumbering the PROPERTY which includes the UNIT shall not be responsible to TENANT for the return or application of the SECURITY DEPOSIT, whether or not such holder or beneficiary succeeds to the position of LANDLORD hereunder, unless the SECURITY DEPOSIT shall have been actually received by such holder or beneficiary.

c) TENANT may not apply or use any portion of the SECURITY DEPOSIT for payment of any RENT or charges under the LEASE.

d) Landlord may claim (withhold) of the security deposit only such amounts as are reasonably necessary to remedy Tenant defaults as follows:

- (1). In the payment of rent if Tenant defaults on rent payment, or
- (2). To repair damages to the Premises caused by Tenant, exclusive of ordinary wear and tear, or
- (3). To clean such Premises, upon termination of the tenancy, or for other obligations under this agreement, or
- (4). To compensate Landlord for the future defaults by the Tenant of any obligation under the lease agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

Within twenty-one days after Tenant has vacated the premises, Landlord shall provide Tenant with an itemized written statement of the basis for, and the amount of, the security deposit received and its expenditure and Landlord will return any remaining portion of the security deposit to Tenant in the form of a single check, payable to all parties on this Agreement. In a reasonable time after notification of a party's intention to terminate the tenancy or before the end of the lease term, Landlord shall notify the Tenant in writing of his or her option to request an initial pre-move-out inspection and of his or her right to be present at such inspection as set forth in Civil Code section 1950.5.

e) Adjustment to Security Deposit. Once each year, on the first day of the month following the anniversary date of the Commencement Date, the security deposit may be adjusted, at the sole discretion of LANDLORD, to reflect increases in the RENT, if any. Upon demand by LANDLORD, TENANT shall promptly pay any indicated increase in the security deposit to LANDLORD, but in no case more than five (5) business days after the notice is provided by LANDLORD.

f) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT'S request. TENANT is responsible for cleaning the UNIT, including all common areas, thoroughly and following all of LANDLORD'S cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD'S specifications then LANDLORD may charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Common area damages will be split amongst all TENANTS in UNIT. Bedroom damages will be split amongst all TENANTS who have leases for that specific bedroom.



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g) A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT. Charges for damages may occur at any time during the LEASE TERM.

The SECURITY DEPOSIT shall not be LANDLORD'S limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit

6. FEES.

In addition to paying Base RENT, TENANT agrees to pay LANDLORD the following deposits and fees (list number of each in space below)

Application Fee: \$30.00 plus _____ / Application actual costs for credit reports obtained
Other Fees(describe below): _____ / _____

7. PLACE AND NAME OF PAYMENTS.

RENT payments are to be made payable to ICON. RENT must be paid to LANDLORD at the following address:

**ICON
6545/6547 Trigo Road
Isla Vista, CA 93117**

8. RETURNED CHECKS.

If TENANT'S check is returned by the bank, TENANT:

- a) must pay a charge of \$35.00 as Additional RENT;
- b) will be responsible for any late RENT charges retroactive to the due date listed in **Paragraph 3**; and
- c) will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and any late RENT charges are paid within the notice requirements of California Law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD may require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order.

9. PARENTAL GUARANTY.

Each TENANT listed on **Page 1** of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTY in a form acceptable to LANDLORD. The GUARANTY for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter, if TENANT does not provide the GUARANTY to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTY. If TENANT does not have a signed GUARANTY form, TENANT is still liable for all LEASE payments for the TERM. **It is the LANDLORD'S option as to whether to accept the GUARANTY or not. It is not the option of the TENANT as to whether or not to have the GUARANTY completed and returned to LANDLORD.**

10. MEALS.

Meals are not offered at this PROPERTY.

11. TENANT'S UNIVERSITY.

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: University of California Santa Barbara ,or any other higher education institution that the TENANT is attending.

12. NOTICES.

Except where otherwise required by law, LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail or via hand delivery (hand delivery shall include

clearly posting notice by LANDLORD to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered by the TENANT or posted by the LANDLORD.

TENANT must send or hand deliver notices to LANDLORD at the address listed in **Paragraph 7** of this LEASE. TENANT shall be required to obtain the signature of an agent or representative of LANDLORD to confirm delivery for any notices hand delivered by TENANT. LANDLORD may send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

13. UTILITIES.

a) LANDLORD will supply and pay for the following utilities / services:

Trash
Cable
Internet

TENANT agrees to use utilities in a careful and conservative manner.

TENANT shall be responsible for arranging the "hook -up" of all other utilities for the UNIT (not listed above) as required, and for the prompt payment for all utilities including (but not limited to): water, waste water, electricity, gas, and phone servicing and attributable to the UNIT. In the event that any utility is not under TENANT'S name and is billed to the LANDLORD, TENANT shall reimburse LANDLORD one hundred percent (100%) of all expenses incurred by LANDLORD for utilities which are directly attributable to TENANT'S UNIT within five (5) days of written demand from LANDLORD. Further, TENANT shall reimburse LANDLORD one hundred percent (100%) of the cost LANDLORD has incurred to cure any deficiencies and/or perform emergency repairs for any utility caused by TENANT or TENANT'S guests or invitees, unless otherwise excluded in this LEASE.

b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full.

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT constitute door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider.

d) The gas, water and sewer service shall be allocated according to the total number of TENANTS engaged in LEASE contracts at the PROPERTY and charged to each TENANT individually. The formula for "TENANT'S SHARE" of the monthly utility charge shall be the total amount of chargeable utilities servicing all of the units in the PROPERTY as the numerator, and the total amount of active tenants in the PROPERTY, as the denominator. TENANT will receive a separate monthly bill from LANDLORD or LANDLORD'S representative stating TENANT'S SHARE of the utility charges (LANDLORD reserves the right to hire a third party to handle the billing). Payment shall be due on the first (1st) day of the month following the delivery of the invoice to the TENANT, and TENANT shall pay the amounts owing directly to LANDLORD'S office during the LEASE TERM.

e) TENANT is required to place electric service in TENANT's name and usage will be sub-metered by the service provider and billed to the UNIT. TENANT will be responsible for payment directly to the service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider.

14. ACCEPT CONDITION OF UNIT.

Roommate compatibility is not guaranteed.

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must give LANDLORD a list of defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences.

The list should be delivered to the LANDLORD at address listed in **Paragraph 7**. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages and waives any and all claims to the contrary. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear



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accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT one (1) year after it was painted is not considered reasonable wear and tear.**

LANDLORD SHALL IN NO EVENT BE LIABLE IN ANY WAY WHATSOEVER TO TENANT FOR ANY INACCURACIES IN ITS MARKETING RELATED TO THE UNIT LAYOUTS, SIZES AND SQUARE FOOTAGE MEASUREMENTS WITHIN THEM, AS WELL AS THE FURNITURE TYPES AND SIZES AND TENANT UNDERSTANDS AND AGREES THAT THE EXACT UNIT SIZES AND SQUARE FOOTAGES AND FURNITURE TYPES MAY CHANGE DUE TO CHANGES LANDLORD, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY MAKE.

15. APPLIANCES AND FURNITURE.

- a) LANDLORD will provide the appliances and furniture listed below:
- Refrigerator/Freezer
 - Dishwasher
 - Range
 - Washer & Dryer
 - Microwave
- b) LANDLORD will repair or replace nonworking appliances.
- c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliances that are broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item, which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests, invitees or third persons other than LANDLORD. TENANT agrees to not add any additional refrigeration to the unit at any time.

16. LANDLORD UNABLE TO GIVE POSSESSION.

a) **TENANT UNDERSTANDS AND AGREES THAT THE PROPERTY IS CURRENTLY BEING DEVELOPED AND THERE ARE INHERENT RISKS INVOLVED IN CONSTRUCTION THAT MAY CAUSE DELAYS. NOTWITHSTANDING ANYTHING STATED TO THE CONTRARY IN THIS LEASE, LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE TO TENANT FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED, TO ACCOMMODATIONS UNTIL THE UNIT IS AVAILABLE FOR OCCUPANCY) IF LANDLORD CANNOT DELIVER POSSESSION OF THE UNIT TO THE TENANT ON THE LEASE COMMENCEMENT DATE FOR ANY REASON WHATSOEVER.**

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to start, RENT will be abated on a daily basis during the delay. TENANT must pay RENT or ADDITIONAL RENT for any part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 90 days of the date the LEASE begins. TENANT must give notice to LANDLORD in writing before the 6th day after the 90-day period has expired to end the LEASE. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is ending LEASE. All duties and obligations of TENANT under the LEASE will remain in effect.

17. USE.

a) Only the TENANT listed on this LEASE may live in the UNIT; however, TENANT acknowledges that that the UNIT may be occupied by another tenant provided the additional tenant has an executed LEASE or is listed in **Paragraph 1** of this LEASE.

b) TENANT may not commit any act or allow any activity to occur on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations. TENANT may not use or allow the PROPERTY to be used for any disorderly or illegal purpose or in a manner that disturbs any other tenant in the PROPERTY. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the PROPERTY. TENANT may not do or allow any behavior in the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD'S ability to either get or keep insurance coverage on the PROPERTY.

18. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

TENANT agrees that TENANT is responsible for:

- a) all personal property of TENANT and TENANT'S family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;
- b) loss, damage, costs, injury or death caused by TENANT or TENANT'S family, guests or persons invited by TENANT for the use of TENANT'S property;
- c) any claim due to acts or omissions by TENANT or TENANT'S family, guests or persons invited by TENANT;
- d) payment for damages or costs of LANDLORD from any claim based upon the acts or omissions of TENANT or TENANT'S family, guests or persons invited by TENANT.

19. TENANT'S INSURANCE.

TENANT shall acquire and maintain for the TERM of the LEASE insurance coverage for:

- a) the protection of any personal property of TENANT and TENANT'S family or guests;
- b) the contents in and around the PROPERTY;
- c) all claims by TENANT or TENANT'S family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY; and
- d) TENANT'S automobile(s).

20. LANDLORD'S ENTRY ONTO THE PROPERTY.

LANDLORD or LANDLORD'S agent may enter the UNIT by any reasonable means:

- a) by giving TENANT a 24-hour notice of intent to enter UNIT; or
- b) without notice to TENANT in the event of an emergency or situation where it is impractical to give 24-hour notice such as inspection of possible lease violation that may, in LANDLORD'S sole discretion, create a dangerous or hazardous condition ; or
- c) upon 24 hour written notice to show the common area of the UNIT and any vacant bedroom to a prospective tenant.

21. LANDLORD'S RESPONSIBILITY.

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services of the PROPERTY
- h) power surges;
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, AGENTS, ATTORNEYS, SUBSIDIARIES, PARTNERS, LENDERS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF



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TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, THE BUILDING OR THE PROPERTY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES, BUT NOT FOR RELEASED PARTIES' WILLFUL MISCONDUCT. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES AND HOLDS LANDLORD AND EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, INCLUDING EXPERT WITNESS/CONSULTANT FEES, WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE. IN NO EVENT SHALL LANDLORD AND THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR DAMAGES, OF ANY TYPE WHATSOEVER, FOR ACTS OR OMISSIONS OF OTHER TENANTS OF THE PROPERTY OR THIRD PARTIES NOT AFFILIATED WITH LANDLORD.

22. RULES AND REGULATIONS.

- a) LANDLORD may make reasonable rules and regulations to protect:
- 1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,
 - 2) the comfort, safety or rights of other TENANTS, neighbors, or other people.

TENANT shall follow all rules and regulations made by LANDLORD, which are now in effect and attached to this LEASE. TENANT will follow any new rules and regulations made by LANDLORD during this LEASE. **LANDLORD may charge TENANT a LEASE violation charge per incident or violation of the Rules and Regulations, as set forth in the Rules and Regulations. LANDLORD and TENANT agree and acknowledge that the actual damages would be difficult and onerous to ascertain and each party hereto freely and willingly agree to the provisions set forth in this Paragraph 22 as an effective method as to the cost and time of determining the damages suffered and/or incurred by LANDLORD as a result of TENANT'S violation of the rules and regulations. LANDLORD and TENANT further agree that the intent and effect of this provision is to compensate LANDLORD for foreseeable losses due to TENANT'S breach of this provision, and is not intended to penalize Tenant for any such breach.**

b) **TENANT'S parents and/or Guarantor may be contacted for any violation of the Rules and Regulations.**

c) **LANDLORD may amend, revise or prepare new Rules and Regulations at any time during the TERM, and become immediately effective upon distribution to TENANT.**

23 PETS.

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a support animal for a disabled person but will not require a pet deposit or a pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals at the PROPERTY.

The pet deposit is \$300 and must be paid at the time the PET ADDENDUM is signed. The pet deposit is separate from the pet fee.

If TENANT or any guest or occupant violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Initial and daily pet-violation charges are set forth in the Rules and Regulations, and shall be considered liquidated damages for LANDLORD'S time,

inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules.

24. TRASH REMOVAL / RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the PROPERTY. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee will be charged for the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT shall pay the charge and any costs incurred by LANDLORD as a result of TENANT'S actions, as set forth in the Rules and Regulations.

25. UNAUTHORIZED VEHICLES.

- a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking LEASE allowing the TENANT to park a vehicle on the PROPERTY.
- b) No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the PROPERTY at any time.
- c) TENANT may not make repairs to automobiles on the PROPERTY.
- d) LANDLORD may tow at TENANT'S sole expense, any vehicle determined by LANDLORD to have been abandoned or parked in violation of this provision, other property parking regulations or otherwise in violation of law.

26. MAINTENANCE.

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

- (a) keep common areas reasonably clean;
- (b) maintain fixtures, furniture, hot water, heating, and A/C equipment;
- (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to TENANT'S UNIT, TENANT'S Building and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD'S sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT'S use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the PROPERTY, the UNIT, the Building or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT requests in writing that such repairs be done during other hours. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT'S expense. TENANTS may purchase filters from LANDLORD at cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:

- A water leak, excessive moisture, or standing water inside



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the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or ventilation system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or to TENANT'S person or property as a result of TENANT'S failure to comply with the terms of this Section 26. If LANDLORD incurs the cost of pest control in TENANT'S UNIT or the PROPERTY as a result of TENANT'S actions all TENANT'S in the UNIT shall be responsible for the cost. TENANT is responsible for all pest control in its UNIT except for any treatments reported to LANDLORD within 10 days after move-in.

27. REPAIRS.

TENANT agrees to:

- a) immediately report to LANDLORD any damages or needed repairs; and
- b) make and pay for repairs which are needed due to the fault of TENANT or any of TENANT'S family or guests.

If TENANT or any occupant needs to send a notice or request— for example, for repairs, installations, services, ownership disclosure or security-related matter-- **IT MUST BE SIGNED AND IN WRITING** to LANDLORD'S designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD'S written notes on TENANT'S oral request do not constitute a written request from TENANT.

LANDLORD'S compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT'S utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD'S representative immediately. If any equipment malfunctions, TENANT must notify LANDLORD'S representative as soon as possible on a business day. LANDLORD will act with customary and reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received, if any. RENT will not abate in whole or in part unless otherwise required by law.

28. CHANGES TO THE PROPERTY.

TENANT must get written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for the changes. Upon vacation of the UNIT, unless otherwise agreed to by LANDLORD, TENANT, at its sole cost and expense, shall return the UNIT to its pre-changed condition. Any and all fixtures installed by TENANT, with or without LANDLORD'S express written permission, shall become the property of LANDLORD upon TENANT'S vacation of the UNIT, unless LANDLORD requires TENANT to remove same at TENANT'S sole expense.

29. LAUNDRY FACILITIES.

Individual Washer and Dryer are included in each unit.

30. TAKING OF PRIVATE PROPERTY.

- a) Legal authorities are able to take property after paying for it. This is known as "condemnation".
- b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:
 - 1) LANDLORD may terminate this LEASE for any part of the PROPERTY which is taken;
 - 2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

3) TENANT, by signing this LEASE, has given to LANDLORD any rights, which TENANT may have to any money paid to LANDLORD by the legal authorities for the taking of the PROPERTY.

31. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

32. SALE OF PROPERTY.

In the event of any sale, exchange or other conveyance of the PROPERTY or any portion or portions thereof by LANDLORD and an assignment by LANDLORD of this Lease, LANDLORD shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this LEASE arising out of any act, occurrence or omission relating to the UNIT or this LEASE occurring after the consummation of such sale, exchange or conveyance and assignment. In the event of any such sale, exchange or other conveyance of the PROPERTY or any portion or portions thereof by LANDLORD, this LEASE shall be deemed to be assigned by LANDLORD upon the mailing of notice of same to TENANT, unless expressly stated in the notice, in which event, such assignment shall be effective upon the date stated in the notice. TENANT shall not attempt to assign to any person other than LANDLORD unless LANDLORD has provided TENANT with written notice of the transfer.

33. TRANSFER BY LANDLORD.

LANDLORD may transfer this LEASE in its sole and absolute discretion to a third party at any time and for any reason without TENANT'S approval. If transferred, TENANT'S obligations under the LEASE shall transfer and be to the new LANDLORD and the new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE.

34. SECURITY DEVICES.

LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any of such items provided at any time without notice.

35. DEFAULT CONDITIONS OF LEASE BY TENANT.

TENANT shall be considered in default of the LEASE as follows:

- A. For any failure by TENANT to pay any rent or any other charge, including utility charges payable to LANDLORD or the utility directly, required to be paid under this LEASE, or any part thereof, including any security deposit, when due. ; or
- B. For any failure by TENANT to observe or perform any other provision, covenant, condition or Rule or Regulation of this LEASE to be observed or performed by TENANT. or
- C. Abandonment or vacation of the UNIT by TENANT; or
- D. TENANT gives LANDLORD false information, including information or signatures on TENANT'S or the Guarantor's/Co-signers rental application, on the LEASE or the Guarantor Agreement; or
- E. TENANT fails to timely pay for any of the utilities which are payable by TENANT or the other tenants of the UNIT or if the utilities are disconnected or shut-off; or
- F. TENANT fails to pay any charge after it is levied and is due in accordance with this LEASE or the **Rules and Regulations**.

G. In the event that LANDLORD prepares and serves a notice to perform or quit the UNIT for default of this LEASE, TENANT agrees to pay the sum of \$150.00 for preparation and service of such notice in addition to any other damages permitted LANDLORD under this LEASE or at law. Said sum shall be due and payable upon service of the notice and if not paid will constitute a default under the LEASE.

36. LANDLORD'S DEFAULT

LANDLORD shall not be in default hereunder unless LANDLORD fails to perform the obligations required of LANDLORD within a reasonable time, but in no event later than



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thirty (30) days after written notice by TENANT to LANDLORD; provided, however, if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such thirty (30) day period and diligently prosecutes the same to completion. Should LANDLORD be deemed to be in default of this LEASE, then, LANDLORD may be liable to TENANT only for actual and foreseeable damages sustained by TENANT as a direct result of LANDLORD'S breach, and TENANT shall not be entitled to terminate this LEASE as a result thereof. Nothing herein contained shall be interpreted to mean that TENANT is excused from paying any rent due hereunder as a result of any default by LANDLORD.

37. LANDLORD'S RIGHTS AND REMEDIES.

A. In the event of a default by TENANT in addition to any other remedies available to LANDLORD at law or in equity, including injunction, at LANDLORD'S option, without further notice or demand of any kind to TENANT or any other person

(i) LANDLORD may declare the LEASE TERM hereof ended and reenter the UNIT and take possession thereof and remove all persons there from, and TENANT shall have no further claim thereon or hereunder; or

(ii) LANDLORD has the remedy described in California Civil Code Section 1951.4 (LANDLORD may continue the LEASE in effect after TENANT'S breach and abandonment and recover rent as it becomes due, if TENANT has the right to sublet or assign, subject only to reasonable limitations); or

(iii) Even though LANDLORD may have reentered the UNIT, LANDLORD may thereafter elect to terminate this LEASE and all of the rights of TENANT in or to the UNIT.

B. Should LANDLORD have reentered the UNIT under the provisions of this Section 37, LANDLORD shall not be deemed to have terminated this LEASE or the liability of TENANT to pay any rent or other charges thereafter accruing, or to have terminated TENANT'S liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the UNIT, unless LANDLORD shall have notified TENANT in writing that it has so elected to terminate this LEASE, and TENANT further covenants that the service by LANDLORD of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless LANDLORD elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to TENANT) be deemed to be a termination of this LEASE. In the event of any entry or taking possession of the UNIT as aforesaid, LANDLORD shall have the right, but not the obligation, to (i) remove there from all or any part of the personal property located therein and may place the same in storage at the expense and risk of TENANT and/or (ii) erect a barricade and partition the UNIT at the expense of TENANT.

C. Should LANDLORD elect to terminate this LEASE pursuant to the provisions of above, LANDLORD may recover from TENANT as damages, the following:

(i) The worth at the time of the award of any unpaid rent and other charges which had been earned at the time of termination; plus

(ii) The worth at the time of the award of the amount by which the unpaid rent and other charges which would have been earned after termination until the time of the award exceeds the amount of the loss of such rent and other charges that TENANT proves could have been reasonably avoided; plus

(iii) The worth at the time of the award of the amount by which the unpaid rent and other charges for the balance of the LEASE TERM after the time of the award exceeds the amount of the loss of such rent and other charges that TENANT proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate LANDLORD for all of the detriment proximately caused by TENANT'S failure to perform its obligations under this LEASE or which in the ordinary course of things would be likely to result there from including, but not limited to, any costs or expenses incurred by LANDLORD in (1) retaking possession of the UNIT, including reasonable attorney's fees therefore; (2) maintaining or preserving the UNIT after such default; (3) preparing the UNIT for reletting to a new tenant, including repairs or alterations to the UNIT for such reletting; (4) leasing commissions; or (5) any other costs necessary or appropriate to relet the UNIT including all attorneys' fees and costs related to the preparation of a new lease and other related documents for the reletting of the premises to a new tenant; plus

(v) At LANDLORD'S election, such other amounts in addition to or in lieu of the foregoing as may be permitted from

time to time by applicable California Law.

D. Definition of Worth at the Time of Award. As used in Sections 35 and 37 relating to default and remedies above, the "worth at the time of the award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. The "worth at the time of the award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

E. Efforts to Relet. For the purposes of this Article, TENANT'S right to possession shall not be deemed to have been terminated by efforts of LANDLORD to relet the UNIT, by its acts of maintenance or preservation with respect to the UNIT, or by appointment of a receiver to protect LANDLORD'S interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by LANDLORD without terminating TENANT'S right to possession.

F. No Waiver. The waiver by LANDLORD of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent, additional rent or charges by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this LEASE other than the failure of TENANT to pay the particular rent or charge so accepted, regardless of LANDLORD'S knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this LEASE shall be deemed to have been waived by LANDLORD unless such waiver is in writing.

G. No Counterclaims by TENANT. TENANT hereby waives its right to plead any counterclaim or Cross-Complaint unrelated to this LEASE or TENANT'S occupancy of the UNIT, or offset, in any action or proceeding brought by LANDLORD against TENANT for non-payment of Rent or any default hereunder. This shall not, however, be construed as a waiver of TENANT'S right to assert any claim in a separate action brought by TENANT.

H. Remedies Cumulative. All rights and remedies of LANDLORD herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed in equity or at law. Likewise, the exercise by LANDLORD of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

BY PLACING THEIR INITIALS AT THE BOTTOM OF THIS PAGE, LANDLORD AND TENANT HEREBY CERTIFY THAT THE PROVISIONS OF SECTION 37 ABOVE HAVE BEEN FREELY NEGOTIATED.

LANDLORD _____ TENANT _____

38. FIRE OR OTHER CASUALTY.

If in LANDLORD'S reasonable judgment, the UNIT, Bedroom, the Building or the PROPERTY is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the SECURITY DEPOSIT, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

39. OTHER REMEDIES.

In addition to all of LANDLORD'S other rights and remedies under California law and this LEASE, TENANT shall be obligated to pay all collection-agency fees if TENANT fails to pay all sums due Further, LANDLORD may report unpaid amounts to credit agencies.

40. TERMINATING THE LEASE.

a) **This LEASE shall terminate at the time and date listed in Paragraph 2.** The LANDLORD may not extend the term of this LEASE without the written consent of the TENANT. The TENANT may not extend the term of this LEASE without the written consent of the LANDLORD. **Failure to leave at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

if LANDLORD fails to do so, TENANT must make a

Resident Initials _____



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second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy;

c) If this LEASE is terminated and TENANT does not vacate on or before the LEASE termination date, TENANT shall pay in addition to the normal RENT, \$200.00 per day as a reasonable daily fee for the wrongful holding over after termination. This charge is due for each day that TENANT stays in possession of the UNIT.

41. EARLY LEASE TERMINATION

This LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT and a new TENANT (approved by LANDLORD) is found to replace TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to terminate the LEASE early, a charge will apply and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

UNPERMITTED EARLY MOVE-OUT; RELETTING CHARGE. Except as otherwise prohibited by law, TENANT agrees to compensate LANDLORD for a re-letting charge of 85% of the highest monthly RENT in addition to all RENT, fees, and other charges due during the LEASE contract term if TENANT:

- (1) fails to move in, or fails to give written move-out notice
- (2) moves out without paying RENT in full for the entire Lease Contract term or renewal period; or
- (3) moves out at LANDLORD'S demand because of TENANT'S default; or
- (4) is judicially evicted.

NOT A RELEASE. The re-letting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD'S damages; that is, LANDLORD'S time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing UNITS, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD'S re-letting attempts succeed. The re-letting charge does not release TENANT from continuing liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before the replacement TENANT moves in. The payment for these repairs must be received by LANDLORD before the LEASE is considered fully executed.

42. SUBLETTING.

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without the prior written consent of LANDLORD, which consent will not be unreasonably withheld.

Replacing a tenant, subletting, or assignment is allowed *only when LANDLORD consents in writing*. If TENANT permits another person to live in UNIT, other than those listed in Section 1 d of this LEASE, or provides key to a person not named on this LEASE, TENANT shall be in material breach of this LEASE and shall be subject to all remedies available to LANDLORD pursuant to the terms and provisions of this LEASE, including charging TENANT additional RENT in the amount of one-thousand dollars (\$1,000.00) per month during such time that TENANT permits another person to live in the UNIT. If departing or remaining tenants find a replacement tenant acceptable to LANDLORD before moving out and LANDLORD expressly consents to the replacement, subletting, or assignment, then:

- (1) a re-letting charge *will not* be due; an administrative (paperwork) fee of \$500 shall be due; and a *rekeying fee shall be* due if rekeying is requested or required; and
- (2) the departing TENANT will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term in the event of an assignment only.

Procedures for Replacement. If LANDLORD approves a replacement tenant, then, at LANDLORD'S option: (1) the replacement tenant must sign a new Lease Contract or an Addendum to *this* contract (at LANDLORD'S discretion) with or without an increase in the total SECURITY DEPOSIT; or (2) the remaining and replacement tenants must sign an entirely new

Lease Contract and personal guarantors must likewise approve of the change in the LEASE terms. Unless LANDLORD agrees otherwise in writing, TENANT'S SECURITY DEPOSIT will automatically transfer to the replacement tenant as of the date LANDLORD approves. The departing tenant will no longer have a right to occupancy or a SECURITY DEPOSIT refund, but will remain liable for the remainder of the original Lease Contract term unless LANDLORD agrees otherwise in writing—even if a new Lease Contract is signed.

43. VACATION OF THE UNIT.

DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

LANDLORD will mail TENANT'S SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days after surrender or abandonment, unless statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) everybody appears to have moved out in LANDLORD'S reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD'S reasonable judgment; (3) TENANT has been in default for non-payment of RENT for fourteen (14) consecutive days, or water, gas, or electric service for the UNIT not connected in LANDLORD'S name has been terminated or transferred; and (4) TENANT has not responded for fifteen (15) days after LANDLORD'S notice is personally served upon TENANT, or eighteen (18) days after LANDLORD'S notice is mailed. A UNIT is also "abandoned" 10 days after the death of a sole TENANT.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents and may remove, store, dispose and/or sell the personal property contained therein in a manner consistent with California Civil Code Sections 1980 et seq.

44. TENANT'S DUTIES AT TERMINATION OF THE LEASE.

In addition to any other duties, which TENANT has under this LEASE, TENANT shall:

- a) vacate the UNIT when the LEASE terminates and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
 - 1) clean and free of garbage or trash; and
 - 2) in good order and repair, reasonable wear and tear accepted; and
- c) comply with all other terms of this LEASE.

TENANT may obtain a free copy of the California Landlord and Tenant Act online from the Secretary of State's Office.

TENANT may also be present at the time of the move-out inspection at the end of the lease, if requested. LANDLORD shall provide written notice to TENANT of this right within a reasonable time before the end of the LEASE term. At a reasonable time, but no earlier than two weeks before the termination or end of the lease date the LANDLORD shall upon the request of TENANT make an initial inspection of the UNIT prior to any final inspection the LANDLORD makes after the TENANT shall vacate the UNIT. The purpose of the initial inspection is to allow the TENANT to remedy identified deficiencies in the UNIT consistent with the terms of this LEASE. If TENANT shall request an inspection, it shall be schedule as required by law. If not requested then the TENANT shall be deemed to have waived this inspection right.

45. ACCELERATION.

All monthly RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT, less any amounts able to be mitigated by LANDLORD.

46. NO WAIVER OF LANDLORD'S RIGHTS.

LANDLORD does not waive any rights by accepting RENT, ADDITIONAL RENT or by delaying, or not enforcing any condition in this LEASE.



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47. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD'S representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD'S representatives have no authority to waive, amend, or terminate this lease contract or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives unless in writing.

48. ATTORNTMENT.

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE **CAMPUS ICON GARDENS, LLC** and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

49. CAPTIONS AND GENDER.

Article, Paragraph, Section and Sub-Section captions of this LEASE are for convenience only. It is the content of the Articles, Paragraphs, Sections and Sub-sections of this LEASE which control the relationship between the parties. Singular words shall include plural where appropriate and plural words shall include singular if appropriate. Any references by gender shall include masculine, feminine and neutral gender. The words "TENANT", "LANDLORD", and "person" shall include individuals, partnerships, firms, corporations and associations of every type whatsoever.

50. ATTORNEYS' FEES AND COSTS

A. Attorneys' Fees For Disputes. If LANDLORD retains counsel in connection with enforcement of this LEASE, or in connection with the interpretation of any provision of this LEASE, then TENANT shall reimburse Landlord for such reasonable attorney fees, whether the matter proceeds to court action or not. Said attorney's fees shall be billed to TENANT and be considered Additional Rent. If any action is commenced under the terms of this LEASE, to enforce any of the provisions of this LEASE, to recover possession of the UNIT or for a declaration of rights and obligations under this LEASE, the prevailing party shall recover its reasonable attorney fees and costs therein, including expert witness/constant fees and costs..

B. Document Preparation for Amending or Revising Lease. TENANT shall reimburse LANDLORD for all attorneys' fees reasonably incurred by LANDLORD in preparing a document as a condition of amending and/or revising the LEASE, or documenting any assignment or subletting of the UNIT, whether same is consummated or not. At LANDLORD'S sole election, Landlord may demand an advance payment of a portion of the anticipated fees and costs as reasonably determined by the LANDLORD, and payment by TENANT shall be made upon written request for evaluation of the requested documentation, and the balance if any due upon delivery of any documents pursuant to this Paragraph 50 B or may bill TENANT for payment, which shall be paid by TENANT within five (5) days.

C. Document Preparation for Continuing, Renewing or Extending Lease. TENANT shall reimburse LANDLORD for all attorneys' fees and costs reasonably incurred by LANDLORD in preparing a document as a condition of continuing, renewing or extending the LEASE (Civil Code Section 1950.8[b] or any successor statute). At LANDLORD'S sole election, LANDLORD may demand an advance payment of a portion of the anticipated costs and fees, the balance of payment by TENANT will be due upon delivery of any documents pursuant to this Paragraph 50 C or LANDLORD may bill TENANT for payment, which shall be paid by TENANT within five (5) days.

51. ADDITIONAL TERMS.

See attached addendum(s) for any additional terms, which are part of this LEASE.

52. SIGNATURES AND ACCEPTANCE OF CONTRACT.

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the

LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall apply.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this lease and that TENANT acknowledges that this lease constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 16 pages in length and includes:

- 1) Residential Agreement (Pages 1-9)
- 2) Rules and Regulations (Pages 10-15)
- 3) Security Acknowledgement and Guidelines (Page 16)

53. AUTOMOBILE PARKING/OWNERSHIP COVENANT

Automobile parking at Icon and the adjacent Isla Vista community is extremely limited. As such, TENANT acknowledges that the Project only provides eighteen (18) automobile parking spaces onsite. As a result, TENANT agrees that in the event that he or she is not designated a parking space in the Project, he or she shall not own, store, park, or maintain an automobile in the County of Santa Barbara. Automobile ownership is defined as having been granted exclusive use of an automobile that is registered to another person in the TENANT's immediate family or having an automobile registered in TENANT's name.

54. SEVERABILITY

If any term, covenant, condition or provision of this LEASE, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this LEASE, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

LANDLORD:
CAMPUS ICON GARDENS, LLC

OWNER'S REPRESENTATIVE **Date**

TENANT:

Date

Social Security No. _____



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ICON – RULES AND REGULATIONS

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE and incorporated therein. Any Violation of the Rules and Regulations will be considered a material default and may lead to immediate eviction. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, monetary charges, eviction or /or civil prosecution.

In the event that LANDLORD chooses not to exercise remedies of eviction and as permitted by law, LANDLORD may but is not required to take the following actions with reference to Violations of these RULES AND REGULATIONS will result in tenant charges as follows, in addition to possible eviction and other remedies:

FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.
SECOND: A \$250 charge will be assessed against the TENANT.
EACH ADDITIONAL: A \$500 charge will be assessed against the TENANT.

Charges for failure to comply are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The charges above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1,000.00 CHARGE AND POSSIBLE EVICTION.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under California statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

WINDOWS, DOORS & WINDOW COVERINGS

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

BALCONIES AND PATIOS

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills and patio torches are strictly prohibited on balconies and patios by City of Los Angeles ordinance. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100.00 charge for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony charges will be assessed to the entire UNIT.**

Throwing objects from balconies or windows is strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 charge and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Except as otherwise permitted by law, TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

SUBLETS AND ASSIGNMENTS

TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD, which consent will not be unreasonably withheld. In the event TENANT permits another individual to occupy the leased premises without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to an administrative fee of \$1,000, in addition to the lock rotation charge.

LOCKS AND KEYS

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$20.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost Bedroom key, \$30.00 per lost mailbox key, and \$75.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.



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TRASH AND TRASH CHUTE

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute available to TENANT, then TENANT must use the Trash Chute to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a charge of \$100 per bag or item for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

NO SMOKING

Smoking is strictly prohibited in the UNIT, all amenity areas, and common areas (including the pool deck). Any TENANT found in violation of this policy will be immediately charged by management and risks fines imposed by city ordinances. Violations of this policy may result in eviction and charges as follows:

First:	A \$250 charge will be assessed against the TENANT
Each Additional:	A \$500 charge will be assessed against the TENANT

UTILITIES

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements.

PETS

Unauthorized pets are not allowed within the PROPERTY, FACILITIES or UNIT at any time for any reason, besides the use of an authorized service animal. In the case that TENANT utilizes a service animal, TENANT shall provide written notice to LANDLORD that TENANT requires said service animal and shall provide LANDLORD with the specifications of said service animal, including but not limited to type of animal, specific need for animal, breed, weight and name of the service animal. A \$500 charge will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

TENANT shall at all times be responsible for any pets it permits upon the PROPERTY, FACILITIES and UNIT, and to the fullest extent permitted by law, TENANT agrees that LANDLORD shall not be liable to TENANT or any other person for any injury, death or property damage arising from any unauthorized pet or authorized service animal, unless directly resulting from LANDLORD'S willful misconduct. TENANT waives all claims and demands on its behalf against LANDLORD for any such loss, damage, or injury, including but not limited to injury or death to an unauthorized pet or authorized service animal, and agrees to and shall indemnify and hold harmless LANDLORD, its officers, property managers, agents, attorneys, employees, subsidiaries and partners, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, including expert witness/consultant fees and costs, for injury to or death of any person, or for damage to any property, arising out of or in connection with any unauthorized pet or authorized service animal of TENANT, or any of its agents, employees, licensees, or invitees.

STAFF COMPLIANCE

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate charge of up to \$1,000 and/or eviction.

ALCOHOL, DRUGS, STOLEN PROPERTY

Except as prohibited by law, the decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections with reasonable notice to TENANT, of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of California, the County of Santa Barbara, and The University of California Santa Barbara. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an immediate eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

PLUMBING AND GARBAGE DISPOSAL

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

FURNITURE

If UNIT is furnished by LANDLORD, TENANT shall not remove any furniture, equipment or appliances from UNIT.

CONDITION OF THE UNIT AND ALTERATIONS

TENANT accepts UNIT, fixtures, and furniture "AS-IS". LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition, and TENANT waives any and all claims to the contrary.



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When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, should light bulbs require replacement, TENANT shall be responsible to replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary and reasonable diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term.

If applicable, TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.

MAIL

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

GUESTS / DELIVERIES

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. All guests entering the building must be registered through LANDLORD'S guest registry system and have a valid photo ID. The LANDLORD will only accept additions to the guest registration until 11pm for each evening.

TENANT may text message the first and last name of their guest to LANDLORD'S guest registry phone number. Once the text message is received from TENANT'S registered phone number, the guest will be permitted to enter the building. It is the responsibility of the TENANT to notify LANDLORD if there is a change in telephone number or general contact information. If text messaging is not feasible for the TENANT, they may inform the front desk in person the first and last name of guests in order to check into the registry system.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT shall be in material breach of this LEASE and shall be subject to all remedies available to LANDLORD pursuant to the terms and provisions of this LEASE, and may be subject to legal action, up to and including eviction for all violations of this rule. TENANT shall also be responsible to pay all charges as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the TENANT who submitted their name to the guest registry system. At the time a guest enters an apartment, the TENANTS of that apartment gain responsibility for the guest.

TENANT will be responsible for the cost of repairs for any and all damages caused by people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. ALL TENANTS AND TENANT'S GUESTS MUST DISPLAY A PHOTO IDENTIFICATION CARD IF REQUESTED BY LANDLORD.

NOISE

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to charge TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately.

TENANT will be found in violation of this LEASE and will be subject to charges and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.

COMMON AREAS

TENANT recognizes that the common area facilities which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.



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Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

SUNDECK USE

TENANTS and TENANT'S GUESTS are required to wear LANDLORD-issued wristbands on the sundeck at all times. TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the sundeck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the sundeck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 charge and will be required to leave the sundeck. Repeat violations will result in additional charges, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the sundeck. All cans of any kind and disposable water bottles must be in a drink insulator while being consumed. Plastic cups and non-disposable Nalgene type sports bottles are acceptable without a drink insulator. Styrofoam cups and plates are prohibited on the sundeck at all times.

HAZARDOUS MATERIALS

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated in California statutes. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

VEHICLES/PARKING

TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.



Sample Lease Only

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT must park inside designated gate(s).

PROPERTY GATES

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the Property for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

EXPRESS WAIVER OF WARRANTY:

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

WEAPONS

Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors can lead to disciplinary action, including but not limited to eviction.

PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes.

VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the room, unit, and all common areas) will not be tolerated and will result in an immediate charge of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

PROXIMITY OF REGISTERED SEX OFFENDERS



Sample Lease Only

TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

- a) TENANT AND GUARANTORS acknowledge that neither LANDLORD, the management company, nor the agent for LANDLORD:
 1. has made any representations, written or oral, concerning the safety of PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
 2. warrants or guarantees the safety or security of TENANT(S), or TENANT'S guests or invitees against the criminal or wrongful acts of third parties.
- b) TENANT AND GUARANTORS acknowledge that:
 1. each TENANT, guest or invitee is responsible for protecting his or her person and property;
 2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system;
 3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

SECURITY GUIDELINES

- a) LANDLORD recommends that you abide by the following guidelines and use common sense in practicing safe conduct. Inform all other OCCUPANTS in your UNIT, including any children you may have, about these guidelines.
- b) PERSONAL SECURITY—WHILE INSIDE YOUR UNIT
 1. Lock your doors and windows—even while you're inside.
 2. Engage the keyless deadbolts or door latches on all doors while you're inside.
 3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
 4. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
 5. Do not put your name, address, or phone number on your key ring.
 6. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to re-key the locks. You have a statutory right to have that done, as long as you pay for the re-keying.
 7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
 8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
 9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
 10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
 11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
 12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
 13. Close curtains, blinds, and window shades at night.
 14. Mark or engrave your driver's license number or other identification on valuable personal property.
- c) PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT
 1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
 2. Leave a radio or TV playing softly while you're gone.
 3. Close and latch your windows while you're gone, particularly when you're on vacation.
 4. Tell your roommate or spouse where you're going and when you'll be back.
 5. Don't walk alone at night. Don't allow your family to do so.
 6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
 7. Don't give entry keys, codes or electronic gate cards to anyone.
 8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
 9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
 10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
 11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
- d) PERSONAL SECURITY—WHILE USING YOUR CAR
 1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
 2. Don't leave exposed items in your car, such as CDs, mp3 players, wrapped packages, briefcases, or purses.
 3. Don't leave your keys in the car.
 4. Carry your key ring in your hand whenever you are walking to your car.
 5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
 6. Check the backseat before getting into your car.
 7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

TENANT:

**LANDLORD:
CAMPUS ICON GARDENS, LLC**

Date

LANDLORD'S REPRESENTATIVE

Date