

CALIFORNIA LEASE AGREEMENT

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| LESSOR NAME: | Westview Village, SI VI, LLC, a California limited liability company |
| LESSOR'S AGENT: | Alliance Residential Company |
| LESSOR ADDRESS: | 11760 Westview Parkway, San Diego, CA 92126 |
| PHONE/E-MAIL: | (858) 693-7977 / westviewvillage@allresco.com |

| | | | |
|-------------------------|---|--------------------------------------|---------------|
| LESSEE NAME: | Jennifer Overocker and Colin M. Smith | | |
| OTHER OCCUPANTS: | | | |
| LESSEE ADDRESS: | 11784 Westview Parkway, San Diego, CA 92126 | | |
| | APARTMENT: #86 | PARKING SPACE/GARAGE: # _____, _____ | MAILBOX: #116 |

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| LEASE TERM: | 1 year | <input type="checkbox"/> Lease Renewal: |
| | START DATE: March 1, 2009 | END DATE: February 28, 2010 |
| | MOVE-IN DATE: March 1, 2009 | |

| MONTHLY CHARGES | |
|-----------------|-------------------|
| Base Rent | \$1,985.00 |
| TOTAL | \$1,985.00 |

| DEPOSITS | |
|--------------|---------------|
| Security | \$0.00 |
| TOTAL | \$0.00 |

| | | | | |
|--------------|------------------------------------|---|--------------------------------------|---|
| KEYS: | <input type="checkbox"/> APARTMENT | 2 | <input type="checkbox"/> MAIL | 2 |
| | <input type="checkbox"/> REMOTE | 0 | <input type="checkbox"/> POOL | 0 |
| | <input type="checkbox"/> GARAGE | 2 | <input type="checkbox"/> STORAGE | 0 |
| | <input type="checkbox"/> CARD | 0 | <input type="checkbox"/> COMMON AREA | 0 |

This agreement is entered into on the date signed, by and between the above named parties hereinafter called respectively LESSOR (Owner and/or Management) and LESSEE; if more than one, each shall be jointly and severally liable hereunder and are collectively referred to as LESSEE herein, and service of any notice or demand upon one shall constitute notice to each other Lessee. Lessor hereby leased and Lessee hereby hires and takes the premises (as defined below) for the term specified herein and subject to all of the terms and provisions set forth below:

- 7. PREMISES:** The premises herein leased are situated as outlined in Section 2.
- 8. TERM OF LEASE:** The initial term of this Agreement shall commence and end as outlined in Section 3. The first month's rent and monthly fees shall be \$0.00 for the period beginning on March 1, 2009 and ending on March 31, 2009. Succeeding monthly periodic rental payment shall commence as outlined in Section 4. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessor or Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties. Lessee agrees to pay all rent up to and including the end of any thirty (30) day notice period or until the apartment is re-occupied, whichever occurs first. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as hereinabove specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a per diem deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession. In the event Lessee vacates the Premises before the Lease expires, Lessee shall be liable for all rent owed for the remainder of the lease or up to the time the premises are re-let as well as all costs incurred by Owner to re-let the premises, whichever occurs first. Lessor shall retain all remedies for non-compliance with the Lease and Security Deposit Agreement, and Lessee shall be liable for any damages for non-compliance. Total amount of concession for term of lease is \$1,985.00. Additional gifts/concession included: First Month Free with 12 Month Lease.

- 9. RENT:** The total rent is as outlined in Section 4, which rent Lessee hereby agrees to pay at the management office or at



such other place as Lessor may from time to time designate, in lawful money of the United States. If a Lessor rent "drop box" is available, it shall be used at the Lessee's own risk. Lessee expressly agrees to pay said rent each month in advance. Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the first day of each month. Lessee hereby agrees to pay said rent in advance on or before the FIRST DAY OF EACH MONTH. Lessee agrees that all rental payments shall be made by **check, or certified cashiers check only, and that NO CASH or MONEY ORDERS will be accepted for rental payments. ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO THE COMMUNITY AND SHALL BE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery of rental payments are: **Monday-Saturday 9am-6pm, Sunday 10am-5pm.**

- 10. CHARGES FOR LATE PAYMENTS & RETURNED CHECKS:** If the Lessee does not pay the full amount of the rent shown in Section 4 by the end of the **3rd** day of the month, the Lessor may collect a fee of **\$50.00**. Furthermore, if the Lessee does not pay by the end of the **5th** day of the month, the Lessee may only pay by cashier's check. **Lessor will not accept a personal check after the 5th day of the month.** The Lessor may terminate this Agreement for failure to pay late charges, and may terminate this Agreement for non-payment of rent, as explained in the "RENT" Section. The Lessor may collect a fee of **\$25.00** on the first or any additional time (late fees are assessed back to the **4th** of the month) a check is not honored for payment (insufficient funds or for any other reason). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee. Lessor and Lessee agree that these charges are presumed to be damages sustained because of Lessee's late payment of rent and not merely a penalty. Lessor and Lessee agree further that it is impractical and/or extremely difficult to ascertain the actual damages sustained by Lessor as a result of Lessee's late payment of rent. If Lessee gives Lessor two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be **payable** by certified cashier's check only. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.
- 11. SECURITY DEPOSITS:** The Lessee has deposited a security deposit as outlined in Section 5 with the Lessor. The Lessor will hold this security deposit for the period the Lessee occupies the unit. After the Lessee's tenancy has terminated and Lessee has returned possession of the premises to Lessor, the Lessor will determine whether the Lessee is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures: (a) After the Lessee has moved from the unit, the Lessor will inspect the unit; (b) The Lessor will refund to the Lessee the amount of the security deposit less any amount needed to pay the cost of: (1) Lessee's defaults in the performance of the Rental Agreement, including but not limited to, unpaid rent, charges for late payment of rent and returned checks as described in the "CHARGES FOR LATE PAYMENTS & RETURNED CHECKS" Section; (2) Damages that are not due to normal wear and tear and are not listed on the Move In/Move Out Inspection Report; (3) Charges for keys, cards, permits and restricted access devices not returned, as described in the "KEYS & LOCKS" Section; (c) The Lessor agrees to provide an itemized accounting of the amount computed in Paragraph 5 within twenty-one (21) days in the State of California, after the Lessor has recovered full possession of the premises, and the Lessee has returned the keys and possession of the unit to the Lessor, and given its new address to the Lessor; (d) If the unit is rented by more than one person, the Lessees agree that they will work out the details of dividing any refund among themselves. The Lessor may pay the refund to any or all Lessee(s) identified in this Agreement. (e) **The Lessee understands that the Lessor will not apply any portion of the security deposit toward last month's rent or unpaid damages prior to vacating the unit.**
- 12. FAILURE TO VACATE AFTER NOTICE:** If Lessee gives written notice to vacate the premises, and fails to completely vacate prior to the expiration of the notice, Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease and Security Deposit Agreement, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises.
- 13. CONDITION OF DWELLING UNIT:** By signing the Move In/ Move Out Inspection Report which is an attachment to this Agreement, the Lessee acknowledges that the unit is safe, clean, and in good condition with all appliances and equipment in good working order, except as noted. The Lessee also agrees that the Lessor has made no promise to decorate, alter, repair or improve the unit, except as listed on the Move In/Move Out Inspection Report.
- 14. KEYS & LOCKS:** The Lessee agrees not to change or add any locks or gates on any doors or windows to said premises without prior written consent of the Lessor and Lessee agrees to immediately report any inoperable lock or locks in need of repair to Lessor. If the Lessor approved the Lessee's request to install such locks, the Lessee agrees to immediately provide the Lessor with a key for each lock. When this Agreement ends, the Lessee agrees to return all keys to the dwelling unit to the Lessor. The Lessor may charge the Lessee **\$5.00** for each key.
- 15. ACCESS GATE/AMENITY KEY, IF APPLICABLE:** Lessee has received gate cards, fitness, restroom and entry gate keys as indicated in the "KEYS" Section of this lease agreement. Lessee understands that if any of these items are lost or not returned upon move out, that the following fees will apply **\$50.00 for lost amenity key and \$50.00 for lost entry**



Initials: _____

gate/garage remote. Lessee further understands that if they do not have a working phone, they will not be able to access the gate from their apartment to allow guests into the community. Lessee also understands that at no time shall the fitness room door, swimming pool gates and/or the community entry be propped open.

- 16. MAINTENANCE:** The Lessee agrees to: (a) keep the unit clean; (b) use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; (c) not litter the grounds or common areas of the project; (d) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds; (e) give the Lessor prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities or observation of mold or mildew conditions in any portion of the premises; (f) remove garbage and other waste from the unit in a clean and safe manner and properly dispose in refuse receptacle; (g) not interfere with the safe and quiet enjoyment or comfort of the other Lessees and (h) not make any repairs to Lessors premises without prior written consent.
- 17. SMOKE DETECTOR:** Lessee's apartment has been equipped with a smoke detector. This smoke detector has been tested prior to Lessee's move in to insure operational performance. Lessee shall not disable smoke detector. It is the responsibility of the Lessee to periodically self test the smoke detector to insure its proper operation. If the smoke detector is not operational, or Lessee is unable to self test the detector, please notify the management office immediately. **Lessee must immediately inform Lessor in writing of any defect, malfunction or failure of the smoke detector.**
- 18. DAMAGE AND DESTRUCTION:** Lessee hereby indemnifies Lessor against, and agrees to pay on demand for all reasonable costs of repair or restorations as a result of any damage or destruction to the premises or any part thereof resulting from the willful act of Lessee, and/or any person on the premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows or doors open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use and littering of the premises or adjoining common areas. In addition and without limitation, Lessee shall pay for any expenses, damage or repair occasioned by the stopping or overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks or water filled furniture, provided such stopping or overflow was caused by the act or omission of Lessee and or any person on premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. Lessee further agrees to pay rent for the period the unit is damaged whether or not habitable, if such damage is caused as outlined herein.
- 19. DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy can be continued, Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Lessor's opinion, the premises are so damaged as to be unfit for occupancy, and Lessor elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the sole opinion of Lessor, incapable of being satisfactorily repaired, then this Lease shall terminate and Lessee shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of Lessor, Lessee agrees to accept a comparable apartment unit in the Apartment Complex for the remaining term of this Lease.
- 20. LIMITATION ON LESSOR'S LIABILITY:** (a) Injury, Loss or Damage: Absent Lessor's own willful misconduct, gross negligence, fraud, or violation of law, Lessor shall not be liable for any injury, including death to any person caused by the use of the Premises by any person, including but not limited to Lessee, other Lessees or Guest(s), or arising from any accident or fire or other casualty thereon, or from any other cause whatsoever, nor shall Lessor be liable for any loss or damage to any article belonging to Lessee or located on the Premises, or other facility under the control of the Lessor. Lessee hereby agrees to indemnify and hold the Lessor harmless from all liability for any such injury, loss or damage. (b) Other Limitations: Lessee also agrees that Lessor shall not be liable for, and this Lease shall not be terminated by any interruption or interference with services or accommodations due Lessee caused by strike, riot, orders or acts of public authorities, acts of other Lessees, of Lessor, accidents, the making of necessary repairs to the building of which the Premises are a part, or any other cause beyond Lessor's control.
- Registered Sex Offenders Notice:** The Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP Code in which he or she resides.
- 21. USE OF PREMISES:** Lessee agrees to use the premises solely as a private residence. The furnishing by Lessor to



Initials: _____

Lessee of any storage space, use of laundry, electronic access controls and gates, or any other common area facilities outside the leased premises shall be deemed to be furnished gratuitously and Lessor makes no representations or guarantees as to the availability, adequacy, or fitness of such space, service, or facilities. Lessee acknowledges that Lessor will not provide lifeguard service at the swimming facilities, and Lessee agrees to take adequate and reasonable care in use of all recreational facilities to insure the safety of Lessee and Lessee's family and guests. Unauthorized occupants living in premises for longer than **two weeks** must complete a rental application and be approved and added to this rental agreement.

22. RESTRICTIONS ON ALTERATIONS: Lessee agrees to refrain from any alteration including but not limited to (a) change or remove any part of the appliances, fixtures or equipment in the unit; (b) paint or install wallpaper or contact paper in the unit; (c) install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the unit (without prior written approval of the Lessor).

23. GENERAL RESTRICTIONS: The Lessee agrees not to: (a) sublet or assign the unit; or any part of the unit; (b) use the unit for unlawful activities; (c) engage in or permit unlawful activities in the unit, in the common areas or on the community grounds; (d) make or permit noises or acts that will disturb the rights or comfort of neighbors and the community; (e) violate any city ordinance, state or federal laws in or about said premises; (f) use any utility in a wasteful or unreasonable or hazardous manner. Lessee and any member of Lessee's household or a guest or other person under the Lessee's control shall not engage or facilitate in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). Lessee and any member of the Lessee's household, or a guest or other person under the Lessee's control **shall not engage in any act of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near project premises. **Lessee agrees to keep the volume of any radio, stereo, television or musical instrument at such a level which will not disturb the neighbors;** and (g) waterbeds and 30+ gallon water tanks are permitted only if Lessee first obtains insurance protecting Owner in an amount not less than \$100,000.00, and an increase in Lessee's security deposit equal to one-half month's rent. Lessee must install, maintain and dismantle the bed in accordance with industry standards. VIOLATION OF THESE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions of this clause shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

24. DEFAULT BY LESSEE: Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant. Lessee's right to continue in possession of the leased premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Lessee shall be in material default under this Lease in the following circumstances: (a) If Lessee abandons or vacates the premises, (b) If Lessee fails to pay rent or any other charge required to be paid by Lessee as and when due and the failure to pay rent continues for three (3) days after written notice has been given to Lessee, (c) If Lessee fails to perform any of Lessee's non-monetary obligations under this Lease for a period of three (3) days after written notice from Lessor. The notice required by this section is intended to satisfy any and all notice requirements imposed by law on Lessor and is not in addition to any such requirement, or (d) Lessee has supplied any false or misleading information on a rental application or similar instrument as further explained in the "LESSEE INFORMATION" Section.

REMEDIES: On the occurrence of any such material default by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Lessee's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to Lessor. In such event Lessor shall have the immediate right to re-enter and remove all persons and property and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby and Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including: (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (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 or were payable after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; and (iv) any other



amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of relating, including Lessor's reasonable attorneys' fees incurred in connection therewith. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of the greater of ten percent (10%) per annum or five percent (5) above the discount rate of the Federal Reserve Bank of San Francisco on the twenty-fifth (25th) day of the month prior to the breach, but, in no event shall the interest rate exceed the maximum amount allowed by law. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Lessee shall have abandoned the premises, Lessor shall have the option of: (i) retaking possession of the premises and recovering from Lessee the amount specified in this section; or (ii) proceeding under any other provision of this section; (b) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the premises is located. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to re-let the property, and re-let said property or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such re-letting all rentals received by the Lessor from such re-letting shall be applied, first, to the repayment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said property by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of said property.

- 25. SUBORDINATION:** This Lease shall, without further act on the part of the Lessee, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Lessor upon, the leased premises or property including the premises.
- 26. RULES:** The Lessee agrees to obey the recreation facility regulations which are attached to this Agreement. The Lessee also agrees to obey additional rules that may be established from time to time after the effective date of this Agreement including those outlined below: (a) Disturbances: In consideration of and cooperation with your neighbors, loud playing stereos, musical instruments, etc. is not permitted at any time. Any noise, disturbance, or activity which would, in the sole and absolute discretion of Lessor, be reasonably likely to annoy or disturb other Lessees is strictly prohibited and constitutes grounds for eviction. (b) Supervision by Lessee: Lessees shall be solely responsible to see that all occupants, guests and visitors obey Lessor's Rules and Regulations, terms and conditions of the Lease Agreement, written clubhouse rules, and other regulations. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be enforced, pertaining to the premises. Any damages to any of the recreational facilities caused by Lessee, Other Occupants or their guests will result in Lessee being responsible for the cost of the damages. For reasons including safety, it is recommended that household members and guests under the age of **14** must have immediate supervision at all times within all common areas as outlined in the Recreational Facility Regulations.
- 27. RIGHT OF ENTRY:** Lessee agrees that Lessor may enter the premises at any reasonable time for purposes provided for in accordance with current California law including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers. Lessor shall provide Lessee with reasonable notice (normally 24 hours) before said entry, except in cases of emergency.
- 28. CHANGE IN LEASE AGREEMENT:** After the expiration of the initial term, if any, the Lessor may change the terms and conditions of this Agreement. The Lessor must notify the Lessee of any change and must offer the Lessee a new Agreement or an amendment to the existing Agreement. The Lessee must receive the notice at least 30 days before the proposed effective date of the change. The Lessee may accept the changed terms and conditions by either signing the new agreement and returning it to the Lessor, or by remaining in possession beyond the thirty-day notice period, or reject the changed terms and conditions by giving the Lessor a written thirty-day notice terminating the tenancy at the time of receipt of the changed terms and conditions.



Initials: _____

- 29. PETS:** Lessee agrees that it will not keep or permit to be kept in said premises any dog, cat, parrot or other animal unless otherwise mutually agreed to in writing. This shall include pets not owned by Lessees that may from time to time visit. Lessor will allow supportive/assistive animals for a disabled person without requiring a pet deposit. Lessor may require a written statement from a qualified professional verifying the need for the supportive/assistive animal. Permission for visiting pets must be obtained prior to their entrance to the community and apartment. The Pet Agreement shall be added to this lease as an attachment when applicable.
- 30. SECURITY:** Lessor does not provide law enforcement or private protection services for Lessees. **IN CASE OF A DISTURBANCE OR EMERGENCY, YOU SHOULD FIRST REQUEST ASSISTANCE FROM THE APPROPRIATE LOCAL AUTHORITY (POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDICS, ETC.).** We request you also notify the Community Manager of the property in which you reside that such a disturbance or emergency has occurred. Lessee understands that Lessor may retain personnel or service which is available for, disturbances, fire lane violations, problems with outdoor lighting, etc. Lessee agrees and understands that any measure Lessor has taken in this regard is neither police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Lessee. Lessee understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Lessee understands and agrees the Lessor has no obligation or liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor. Lessee understands that Owner and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS OWNER HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.
- 31. CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
- 32. ATTORNEY'S FEES:** If an action is brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done by Lessee, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, Lessee will pay Lessor all the costs in connection herewith including, but not by way of limitation, reasonable attorney's fees whether or not the action proceeds to judgment.
- 33. MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
- 34. LESSEE INFORMATION:** If Lessee has supplied information to Lessor by means of a rental application or similar instrument, Lessee covenants that all such information was given voluntarily and knowingly by Lessee, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Lease, in which event Lessee shall immediately surrender the premises. In case of bond-financed properties, Lessee hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material obligations of his/her tenancy; that Lessee will comply with all requests for information with respect thereto from Landlord, the Lessor or any Mortgagee; that Lessee's failure to provide accurate information in the Certificate or Lessee's refusal to comply with a request for information with respect thereto shall be deemed a default by Lessee, which shall entitle Landlord to pursue all rights and remedies set forth in the "DEFAULT BY LESSEE" section or otherwise permitted by law, and that Lessee's failure to furnish accurate and current information on the Certificate could subject Lessee to civil liability. Lessee further agrees that this Lease shall become null and void if it subsequently becomes known to Landlord or Lessor that continuation of Lessee's occupancy will result in the interest of the bonds utilized to finance the construction of the Apartment Complex becoming subject to federal income taxation, or a violation of the state statute permitting issuance of the bonds.
- 35. UTILITIES:** Utility services shall be provided directly from the utility provider or, in the sole discretion of Lessor, on a sub metering, square footage, or other allocation basis. Lessee agrees to pay all charges assessed by the utility provider (or



Initials: _____

Lessor or Lessor's designated Billing Party in the case of utilities billed to Lessee by Lessor) in connection with Lessee's use of utilities, including an administrative fee not to exceed **\$5.00** per billing period. Utility billings are due and payable upon receipt. The final bill will be estimated based on the past history of charges and will be due and payable prior to move-out. Lessor has installed (or may install) separate sub meters for water and sewer. Alternatively, Lessor may bill Lessee directly or use a utility billing service. The following utilities are sub metered or individually allocated and shall be billed to the Lessee by the party indicated.

| UTILITY | BILLING PARTY |
|------------------|--------------------------|
| Water | Conservice |
| Sewer | Conservice |
| Electrical | San Diego Gas & Electric |
| Gas | San Diego Gas & Electric |
| Trash | Conservice |
| Telephone | AT&T or Time Warner |
| Internet Access | Time Warner |
| Cable Television | Time Warner |

To the extent that Lessee is responsible for payment of other utilities, Lessee shall also be responsible for notifying the appropriate utility provider on or before the move-in date for the purpose of placing such utilities in the Lessee's name. Lessee's failure to notify the appropriate utility provider within three (3) days of move-in may result in Lessor assessing additional charges for the utility service for the period from move-in until such time as utilities are placed in the Lessee's name, together with Lessor's reasonable costs for determining such assessment. Lessor may modify the method by which the utilities are furnished to the premises or billed to Lessee during the term of this lease including, but not limited to sub-metering of the premises for certain utility services or billing Lessee for utilities previously included within the rent. In the event Lessor chooses to so modify utility service to the premises, Lessor shall give Lessee not less than **thirty (30) days prior written notice** of such modification. In the event of interruption or failure of utility services required to be furnished by Lessor to the premises, Lessor shall use reasonable diligence in its efforts to restore such services. Lessor shall not be liable for any damages directly or proximally caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Lessor's failure to pay for the provision of such services for the complex to the service provider.

It is understood and agreed between Lessor and Lessee that in the event sub metered or allocation payments are not made when due, it shall be considered a default under the rental agreement. Any monies owed pursuant to this rental agreement are deemed additional rent. Lessee agrees that Lessor may bring summary proceedings for eviction as if the rent were not paid. When the Lessee moves from the property, the utility charge must be paid by the move out date. Any unpaid utility charges at the time of the move out date will be deducted from the security deposit.

36. HOT WATER: The water temperature in the apartment is set at **120 degrees Fahrenheit** or below. When the water temperature is **120 degrees Fahrenheit**, or below, bacteria may enter the water heater or associated plumbing and accumulate. If Lessee desires the thermostat to remain at **120 degrees Fahrenheit**, or below, Lessee assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing.

If Lessee desires the water temperature in the apartment water to be higher than **120 degrees Fahrenheit** and Lessee's unit has an individual hot water heater, Lessee will request, in writing, the temperature of the hot water heater to be adjusted by Lessor, and Lessee shall specify the desired temperature at which Lessor is requested to set the thermostat.

Lessee understands that if the temperature is set above **120 degrees Fahrenheit**, that the water released from the taps in the apartment may scald or burn anyone using water, and potentially cause severe injury. If Lessee makes a written request that Lessor increase the temperature of the water heater to a temperature above **120 degrees Fahrenheit**, Lessee assumes any and all risks of injury to Lessee, Lessee's occupants, agents, guests, invitees and or family members for any injury resulting therefrom. Lessor will not be responsible for any damages or injury occurring to LESSEE, her occupants or guests while at or about the premises caused by the water temperature or plumbing. Such risk of injury includes (but is not limited to): burns, heart attacks, strokes, and heat stress.

LESSEE does hereby release with prejudice and forever discharge and forbear from any attempt to recover in any way from LESSOR, (legal entity of the property), its' employees and agents, and any related companies, and all other persons, of and from any and all manner of actions, causes of action, contracts, claims, damages, loss, of any nature whatever, known or unknown, which LESSEE now has or may hereafter have against the LESSOR, or any of them, by reason of any matter, cause or thing whatever arising out of, based upon, or relating to the increase in water temperature. Lessee agrees

to indemnify and hold Lessor and Owner harmless in any action involving any injury related to the temperature of the water, the water system or the associated plumbing. Lessee promises to Lessor that Lessee will not touch, tamper with, or adjust the water temperature thermostat in the apartment in any way without written authorization from Lessor.

Lessee agrees and promises to warn and advise anyone using the water in the apartment concerning the possible dangers associated with the water temperature, water system and associated plumbing prior to allowing anyone to use the water. Lessee should be aware that some apartments maybe equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater unit during the colder months of the year. Lessee should also be aware that some apartments operate on centralized hot water systems which service multiple units and as such individual adjustments in temperatures will not be possible.

- 37. SUCCESSORS:** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrator, personal representatives, successors and assigns (subject to the "GENERAL RESTRICTIONS" Section hereof).
- 38. NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Lessee at the premises. Personal delivery of any such notice by Lessor or Lessee at the above address shall also be deemed effective delivery hereunder. **ALL NOTICES TO LESSOR MUST BE MADE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS. Normal business hours and hours of delivery of rental payments are: Monday-Saturday 9am-6pm, Sunday 10am-5pm**
- 39. GENERAL:** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessee and an officer of Lessor. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Apartment Complex is located. Time is of the essence of this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Lessor hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Lessor and the owner of the Apartment Complex.
- 40. COUNTERPARTS:** This Lease is executed in multiple counterparts, with one copy to be furnished to Lessee and the other copy to be retained by Lessor.
- 41. POWER LINES:** A high voltage electric transmission power line may be located on or near the property transferred hereby. It is possible that such power lines may cause adverse health effects in Lessee and users of property near such power lines.
- 42. ENVIRONMENTAL INDEMNIFICATION:** To the fullest extent allowed by law and in accordance with California Proposition 65, Lessee acknowledges that certain materials containing potentially health affecting substances, including second hand smoke, may exist in the Apartment Complex. Providing that Lessor complies with local law regarding notice of and/or removal and/or encapsulation requirements of these potential substances, Lessee, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Apartment Complex of any and all health affecting substances, any power lines in vicinity of the premises, any second hand smoke, any mold or mildew in the premises (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Lessor and the Owner of the Apartment Complex, their agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Apartment Complex of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Apartment Complex by Lessee or any guest or other person living in, occupying, using or residing in the Premises.
- 43. _____ (Initials) PACKAGE RELEASE:** By initialing beside this section, Lessee authorizes Lessor to accept packages and deliveries from the U.S. Postal Service, UPS, Federal Express, florists, cleaners or other service industries. Lessee understands that this service is provided as a convenience to Lessee and Lessee agrees to not hold Lessor responsible for accepting the package or delivery in the event of loss, theft or damage.



Initials: _____

44. ATTACHMENTS TO THE AGREEMENT: The Lessee certifies that he/she has received a copy of this Agreement and the following attachments to this Agreement and understands that these attachments are part of this Agreement:

| | |
|----|---|
| 1 | Bed Bug Acknowledgment |
| 2 | Parking Policies & Vehicle Identification |
| 3 | Community Policies |
| 4 | Recreational Facility Regulations |
| 5 | Ventilation Instructions & Agreement |
| 6 | Satellite Dish Agreement |
| 7 | Utility Provider Information |
| 8 | Proposition 65 Fact Sheet |
| 9 | Because We Care |
| 10 | Lessee Security Notice & Acknowledgment |
| 11 | Security Deposit Agreement |
| 12 | Lockout Agreement |
| 13 | Move-In/Move-Out Itemized Statement |
| 14 | Pest Control Acknowledgement |
| 15 | Facts About Renters Insurance |
| 16 | Crime Free/Drug Free Addendum |
| 17 | Resident Communication Log |
| 18 | SureDeposit Enrollment Form |
| 19 | Lease File Checklist |

SIGNATURES:

The undersigned expressly understands that the "TERM OF LEASE" Section above contains provisions under which this lease may automatically continue as a tenancy from month to month upon expiration of the term thereof.

 Jennifer Overocker (Resident) Date

 Colin M. Smith (Resident) Date

 (Agent for Owner) Date

BED BUG ACKNOWLEDGMENT

In recent times, bedbugs have become a re-emerging problem nationwide. One reason for this increasing problem is that it is easy for persons to spread the problem unknowingly. Bed bugs readily hide in small crevices and are notorious hitch-hikers. Bed bugs are often transferred by purchasing used furniture and through travel in luggage and in hotel beds and linens.

The best strategy for effective pest control is prevention. The following are recommended steps in the prevention of bed bug infestations: (1) Clean your apartment regularly, including vacuuming your mattress, (2) Clean up clutter to help reduce the number of places bed bugs can hide. (3) Be careful when buying used furniture or clothes. Make sure to inspect the used item, and ask the retailer if the items were checked and treated for bed bugs. (4) Do not bring discarded furniture, mattresses or clothing into your apartment. (5) Take precautions when traveling or staying in hotels.

Lessee(s) understand that bedbugs are wingless insects that are approximately 1/4 inch in length allowing them to lodge themselves within furniture, including bed frames, mattresses and box springs. Clutter around the room offers additional sites for these pests to hide, and increases the difficulty in eliminating bedbugs. Accordingly, Lessee(s) agree to examine hotel rooms and carefully scrutinize and consider the history of any used furniture prior to purchase and prior to moving any furniture into Premises. Lessee(s) agree not to bring any furniture or other discarded items into the Premises from the trash and/or recycle bins as this is central source of many pest infestations.

Lessee(s) understand that as a Lessee(s), they play an important role in helping to maintain the community, since they are in the best position to observe and maintain their residence. Lessee(s) understand and agree that it is their responsibility to report any maintenance issues in their unit without delay. Lessee(s) agree that routine maintenance requests will be submitted in writing to the Management Office and that emergency maintenance issues will be reported *via telephone*. Lessee(s) understand that an observance of a pest problem and/or infestation is required to be reported immediately via telephone or in writing so that Lessor may respond to the condition. Lessee(s) agree not to apply their own pesticides without the written authorization of Management as our exterminator will inspect the unit to confirm the infestation and to develop the pest management plan.

If your unit (or neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment will be more effective if your unit is properly prepared. Lessee(s) agree to follow the recommended readiness procedures, including allowing full access to Lessor and its exterminator for treatment. Lessee(s) understand that the choice of exterminator is that of Lessor and its agents. Lessee(s) agree that they are responsible for the cost associated with treating bed bugs at the Premises. Lessee(s) further agree that they are also responsible for any damages caused to the Premises, including any damage caused to neighboring units from the pest problem spreading to a neighboring unit.

Lessee(s) on behalf of themselves and their heirs, successors, executors, agents, attorneys and assigns hereby release and forever discharge Lessor, its past and present owner(s), manager(s) and affiliated entity(ies), and their respective officers, directors, principals, employees, attorneys, insurers and agents from any and all liability for claims known or unknown arising from any and all damages caused by a pest problem, including bedbugs. Lessee(s) further expressly agree to indemnify, save, protect, defend and hold harmless Lessor from and against any and all claims, damages, suits, losses, payments and expenses, including reasonable attorneys' fees for any damages, allegations, claims, and/or demands relating to, caused by, or arising from a pest problem at the Premises, including bedbug.

This document sets forth the entire agreement between the parties hereto regarding Pest Control at the Premises. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.


By signing this Acknowledgment, Lessee(s) agree and acknowledge that they have inspected the Premises and found the unit in a clean, safe and in good condition, *free of all visible pests, including but not limited to, bedbugs, roaches, ants, etc.*

The signatories to this Agreement hereby represent and warrant that they are authorized to execute this Agreement on behalf of the entities named. This Agreement may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Jennifer Overocker (Resident) Date

Colin M. Smith (Resident) Date

(Agent for Owner) Date

 Initials: _____

PARKING POLICIES & VEHICLE IDENTIFICATION

| | | |
|---|----------------------|---------------------------------|
| Lessee Name(s): Jennifer Overocker and Colin M. Smith | | Apartment #: 11784-86 |
| Work Phone #: | Home Phone #: | |

| Vehicle Information | | | |
|---------------------|--------------|-----------------|---------------|
| Year: | Make: | Model: | Color: |
| Garage: | | Plate #: | State: |
| Year: | Make: | Model: | Color: |
| Garage: | | Plate #: | State: |

The community provides 2 parking spaces per unit. Cars will be kept in clean, operable condition. License plates and registration tags are to be current, and displayed at all times. Guests and Lessees who park in fire lanes, reserved parking or undesignated parking will be towed at owner's expense. Please comply with posted speed limits of 10 mph. Parking of boats, campers, recreational vehicles and commercial purpose vehicles is prohibited. Vehicle repair is prohibited. Disabled and unattended vehicles will be towed at owner's expense. It is critical that you contact us if your vehicle is cited, within twenty-four (24) hours. Vehicles cited will result in immediate tow at owner's expense.

Each vehicle must be registered with our office. This gives us a record to follow up with Lessee in hopes of avoiding a costly tow, charged to the vehicle owner cited for violating community parking guidelines. Lessor reserves the right to change assignments and policies upon written notice to the Lessee. Unassigned spaces may be used by guests if available and not otherwise posted at the property, on a first serve basis, unassigned spaces may not be used for more than a 48-hour continual period.

| |
|---|
| GARAGE & STORAGE (if applicable) |
|---|

The garage must be used exclusively for the parking of the Lessee's personal vehicle(s) as registered with the Lessor and documented above on this addendum. Lessee shall not use said garage or storage space or park any recreational vehicle(s), or trucks larger than one ton or similar vehicle that is too large for the said space. Lessee also agrees **not** to use the garage space as storage for equipment, personal items, containers, vehicle parts, or inoperable vehicles. In addition, Lessee will not, under any circumstances use the garage or storage space for flammable or toxic chemicals and/or waste. The garage and storage space will not be used for occupancy. Garage and storage space doors must be closed at all times.

If Lessee violates these requirements Lessee agrees to immediately reimburse the Lessor for any costs associated with the removal of the unauthorized materials, immediately vacate this rented space and forfeit any said deposits and or rental costs associated with this space. Lessee further agrees to be liable for any and all damage caused by Lessee's carelessness or negligent driving, which may result in the destruction of the storage space and or garage space or to any other vehicle near garage or storage space.

The Lessor shall not be liable for any loss, theft, damages and or destruction of any personal property contained in said garage space or storage space. Nor shall the Lessor be held liable for or held responsible for any injury to Lessee or any guest of the Lessee using said garage space and or storage space. It is recommended, by the Lessor that Lessee acquire the necessary insurance required to cover all personal property.

The garage or storage deposit (as specified in section 5) will be refunded if all keys, remote controls are returned and the garage or storage space is left in a clean and undamaged condition. The Lessee will be required to give a prior **thirty day (30)** notice to vacate garage or storage space.



Initials: _____



TOWING PROCEDURES

Vehicles will be towed at owner's expense if they are parked in a red zone, handicapped space, fire lane, space reserved for other Lessees or blocking traffic flow within the community. Vehicles that are inoperable, have expired license plates or registration tags, or are parked in an unauthorized space will also be towed at the owner's expense. Lessor assumes no liability for condition of Lessee's car in the event it is towed. Repeated parking violations may lead to eviction of Lessee. Lessee shall be held responsible for parking practices and violation of their guests.

Jennifer Overocker (*Resident*) *Date*

Colin M. Smith (*Resident*) *Date*

(*Agent for Owner*) *Date*

COMMUNITY POLICIES

1. Rental Payment

- a. Rent is due on the **1st** of every month. If the TOTAL monthly payment is not paid by the **3rd**, a late fee of **\$50.00** and **\$0.00** per day thereafter will be assessed.
- b. In addition to a **\$25.00** handling fee, an accrued late charge will be collected on any returned check. If Resident gives Manager two checks that are returned for non-payment during the term of the Lease, the future rent payments shall only be made by cashier's check. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

2. Insurance

Insurance coverage maintained by the Manager does not protect residents from loss of personal property, including, but not limited to, vehicles by theft, fire, water damage, etc. Each resident is **required** to obtain a policy of Renter's Insurance protecting his household goods and personal property.

3. Vehicles

- a. Please limit your speed within the apartment community to 10 m.p.h. Motorcycles and bicycles may be ridden only on driveways and parking lots.
- b. Unightly cars (such as cars with flats, broken windows, etc.), any recreational vehicles, boats, vehicles without a current displayed registration and commercial purpose vehicles will not be permitted in or around the premises and will be towed at owner's expense. Do not repair your car on the property or empty ashtrays onto parking lots. Resident may wash their car on the property only if the property provides an area designated as such.

4. Community Appearance

Do not hang bathing suits, brooms, mops, rugs, etc. on your balcony or in the front of your apartment. Patios are to be kept neat and orderly at all times; firewood, barbecues (where permitted), plants and patio furniture are acceptable items. There will be no tin foil, sheets, blankets, or any type of coverings over the windows to darken rooms; however, you may purchase white window shades that will serve the same purpose and still maintain the uniformity of the Apartment Community. All drapes or window coverings should be white backed.

5. Inside Your Apartment Home

The staff at **Westview Village** will work very hard to maintain your apartment and its appearance. We ask that you assist in the following ways:

- a. The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food in disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse Manager for necessary expenses incurred in the repair of such equipment. Portable washers or dryers that are not approved in writing by the Manager are prohibited.
- b. Your apartment is your home, but it is not a house. Please be considerate of your neighbor(s). Residents are requested to control the volume of stereos, TV's and musical devices within the apartments to the extent that they do not disturb residents of other apartments. Noisy or disorderly conduct annoying or disturbing other residents will not be permitted.
- c. Resident may use nails and regular hangers when hanging pictures, mirrors, etc. Please **DO NOT** use the adhesive hangers, since they damage the wallboard on the walls.

6. Trash

Trash containers are located at various places throughout the community. These dumpsters are provided for your convenience. Do not place trash on the ground if these are full. Simply proceed to the next closest dumpster to dispose of your trash. Do not use picnic trash containers for your household trash.

7. Barbecues

The use of any charcoal burner, liquid petroleum gas fueled or any other open flame cooking device are prohibited in tenant's unit or on their patio/balcony.

8. Loitering

No unnecessary loitering in laundry facilities, leasing office, amenity areas or parking lots.

9. Recreational Equipment

Skateboards, motorcycles, bicycles and similar vehicles may not be stored in entry ways or under stairs without prior written permission from Manager. Skateboards, roller-blades or other similar recreational equipment usage on premises is prohibited.

Jennifer Overocker (Resident)

Date

Colin M. Smith (Resident)

Date

(Agent for Owner)

Date



Initials: _____



RECREATIONAL FACILITY REGULATIONS

In consideration of the right to use the recreation facilities, the Lessee agrees that neither the management or owner of the community, nor their agents, managers, employees, assigns and successors shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the Lessee or any persons whom the Lessee allows to use the facilities, whether or not caused in whole or in part by the active or passive actions of the management or owner of the community, its agents, managers, employees, assigns and successors, or any cause whatsoever. In this regard, the Lessee hereby agrees to assume all risk of such occurrences and to hold owner harmless and indemnify and defend same against any and all claims, liabilities, damages, liens and expenses (including without limitation reasonable attorney's fees arising directly or indirectly from any such occurrences). Our amenities are provided to please our residents. Please exercise care when enjoying the recreation facilities, as Management is not responsible for physical injuries that result from the use of our courts and facilities. Any damages to any of the recreational facilities caused by Lessee, Other Occupants or their guests will result in Lessee being responsible for the cost of the damages. *Take caution to lock Common Area doors on your way out.* No pets allowed in any of the Recreational Facilities. Thank you for your cooperation in connection with the below regulations and we hope you will understand that such rules are for the sole purpose of increasing the enjoyment of our residents.

POOL & SAUNA

All occupants **MUST** have swimsuits. Incontinent persons must wear waterproof undergarments. All persons under the age of 14 should be accompanied by an adult when in the pool area, this includes guest(s) of Lessee or Other Occupant. **GUESTS:** All guests **MUST** be accompanied by a Lessee or Other Occupant. We ask that guests be limited to no more than **2 guests** per apartment. Apartment Lessees and Other Occupants have first consideration.

- A. NO GLASS OR GLASS OBJECTS** will be allowed inside the pool area.
- B.** No pins, clips, barrettes, curlers, ribbons, etc. are to be worn in the hair while swimming.
- C.** Lessees, Other Occupants and their guests are required to be properly attired at all times, going to and from or around the pool area. No one with cut offs is allowed in the pool or spa. Thong bathing suits are prohibited.
- D.** No recreational items or air mattresses are allowed in or around the pool or spa area.
- E.** Running and jumping, fighting, boisterous, or dangerous conduct and/or any noisy behavior disturbing to the other Lessees or Other Occupants is forbidden in or around the pool area.
- F.** No radios, musical instruments, or other electronic sound devices may be used in or around the pool area. Personal sound devices with head phones are permitted.
- G.** Safety equipment is not to be used except in case of emergency.
- H.** Sunscreen/tan lotion may be used sparingly. Oil of any kind is not permitted as it will clog the filters in the pool and spa.
- I.** No person under the influence of alcoholic beverages is permitted in or around the pool or spa area.
- J.** When the pool is being cleaned, all persons must leave the area at that time. Cleaning will generally be done in the morning.
- K. NO LIFEGUARD WILL BE ON DUTY.** Persons using pool facilities do so at their own risk. Management assumes no responsibility for accidents or injuries. Management is not responsible for articles lost, damaged, or stolen.
- L. THERE IS TO BE NO DIVING AT ANY TIME INTO THE POOL OR SPA.**
- M.** From time to time the pool and spa area may be closed for maintenance reasons.
- N.** Management recommends that persons do not exceed 30 minutes in the Sauna, as excessive exposure to heat can be harmful to health. Persons under the age of 14 must be accompanied by an adult in the spa.

BUSINESS CENTER

Certain ALLIANCE communities have been equipped with business centers for use of the Lessees and Other Occupants.

- A.** Business center hours are set by Lessor and are subject to change.
- B.** No food or beverages will be allowed in the business center.
- C.** Please treat the equipment correctly. If assistance is needed in operation or for repairs, contact the management office.
- D.** Excessive noise and unruly conduct in the business center is prohibited.



VOLLEYBALL - BASKETBALL/TENNIS/RACQUETBALL COURTS

When players are waiting, please limit your game to one hour. No alcohol, food, glasses or glass objects are permitted on the courts. Use of proper safety equipment is the responsibility of the user.

FITNESS CENTER

All persons using Fitness Center do so at their own risk. The Lessor does not assume responsibility for accidents or injury.

- A. Fitness Center is for the use of Lessees and Other Occupants only.
- B. No food or alcohol is permitted.
- C. No boisterous or unruly conduct is allowed in the Fitness Center.
- D. Excessive noise is prohibited.
- E. Fitness Center equipment and supplies are not to be removed from the Fitness Center at anytime.

Any person in violation of these rules will be asked to vacate the area immediately. Failure to adhere strictly to the above rules and regulations is acknowledged as grounds for suspension of Fitness Center privileges or termination of the tenancy in accordance with the State law.

MEDIA AREAS

Certain ALLIANCE communities have been equipped with media rooms or areas for use by our Lessees. Please follow these guidelines:

- A. Media area hours are set by Lessor and are subject to change.
- B. No food or beverages is allowed in the media areas.
- C. Please treat the equipment correctly. If assistance is needed in operation or for repairs, contact the management office.
- D. Excessive noise and unruly conduct in the media center is prohibited.
- E. Equipment within the media area is property of Lessor and may not be removed.

VENTILATION INSTRUCTIONS & AGREEMENT

It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Lessee acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, beneath cabinets and around outside walls) for mold prevention. In signing this Lease, Lessee has first inspected the aforementioned premises and certifies that he/she has not observed mold, mildew or moisture within the premises. Lessee agrees to immediately notify Management if he/she observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow management to evaluate and make recommendations and/or take appropriate corrective action. Lessee relieves Lessor from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the premises.

VENTILATION INSTRUCTIONS

Please review these instructions with all household members to help assure your comfort and prevent potential health risks. Mold clean up is usually considered one of the housekeeping tasks of the private citizen along with reporting roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to allow it to thrive and multiply. The following are sources of indoor moisture that may cause problems:

- House plants (watering can generate large amounts of moisture).
- Steam from cooking.
- Shower/bath steam.
- Wet clothes on indoor drying lines.
- Outside water penetration to interior from plumbing, roofs, walls, windows, or floors.

These are several ways in which your help can prevent this in the future. The following list may be used as a guide.

1. Remove Excess Moisture

- a. Dry out mops and cleaning utensils thoroughly before storing inside your apartment.
- b. Wipe down bathroom walls (shower doors if applicable) immediately after bathing, allow towels to air out. Wash and dry towels often.
- c. Wipe down any condensation from interior windows and windowsills, wash and dry towels immediately.
- d. Use of dehumidifying crystals is suggested for closed or other areas where ventilation is difficult to achieve.

2. Keep Things Clean

- a. Keep closets, dresser drawers - any place where mildew is likely to grow - as clean as possible.
- b. Soil on dirty articles can supply enough food for mildew to start growing when moisture and temperature are right.
- c. Greasy films, such as those that form on kitchen walls, also contain many nutrients for mildew-causing molds.

3. Circulate the Air

- a. When the outside is drier than that inside, ventilation allows the dry air to enter, take up excess moisture, and then be carried outside.
- b. When natural breezes are not sufficient, please use your central air conditioners (FAN ONLY) and bath/laundry room exhaust fan(s).
- c. Poorly ventilated closets get damp and musty during continued wet weather, and articles stored in them are apt to mildew.
- d. Try to improve the air circulation by opening the closet doors. In addition, hang the clothes loosely so that air can circulate around them.
- e. Dry all wet clothing (including clothes wet from rain or perspirations) before putting in the closet.

If you discover any mold activity, immediately call the Leasing Office.

Lessee acknowledges receipt and understanding of this ventilation and instructions agreement that is part of this lease agreement:

Jennifer Overocker (Resident) Date

Colin M. Smith (Resident) Date

(Agent for Owner) Date

Initials: _____

PET POLICIES

1. The Rental Agreement provides that without Lessor's prior written consent, no pets shall be allowed in or about the premises.
2. Lessee desires to keep the below described pet hereinafter referred to as "Pet".
3. The refundable deposit shall be subject to full inspection of the apartment upon Lessee's move out and shall be considered an additional deposit pursuant to the rental agreement by and between Lessee and Lessor. Lessee shall be liable for all damages or expenses incurred by or in connection with Pet, and shall hold Lessor harmless and indemnify Lessor for any and all damages or costs in connection with Pet. Lessor reserves the right to off-set the cost of Pet damages to the community against Lessee's Pet deposit during the term of the lease and require the Lessee to re-deposit the amount of Pet Deposit specified herein. In the event of default by Lessee of any of the terms, Lessee agrees, within three days after receiving written notice of default by Lessor, to cure the default or vacate the premises. Lessee agrees Lessor may revoke permission to keep said Pet on the premises by giving Lessee written thirty (30) day notice. The Pet Deposit shall be refundable subject to verification of the condition of the premises.
4. Lessee agrees to comply with all applicable ordinances, regulations and laws governing pets.
5. Lessee agrees that Pets will not be permitted outside Lessee's apartment unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited. Please note that landscape pesticides and chemicals are used on the grounds of the community and therefore special care should be taken when walking your pet.
6. Pets are not to be tied or staked outside the apartment. Lessee may not leave a pet on balconies, porches or patios for extended periods of time.
7. If Pet is a cat:
 - a.) It must be neutered.
 - b.) Lessee must provide and maintain an appropriate litter box.
 - c.) The cat must stay indoors at all times.
8. If Pet is a bird, it shall not be let out of cage.
9. If Pet is a fish, the water container shall not be over 100 gallons and will be placed in a safe location in the apartment.
10. If Pet is a dog, it shall not weigh more than **100 pounds** full grown.
11. Pet shall not be fed directly on the carpeting in apartment. Lessee shall prevent any fleas or other infestation of the rental apartment or other property of Lessor.
12. Patios should be kept clean of pet droppings. During hot weather, especially, odors from such can be extremely offensive to neighbors. Also, please avoid leaving pet food outside for prolonged periods as it will attract pests.
13. Lessee shall not permit, and represents pet will not cause and damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Lessee. Any "mess" created by Pet shall be cleaned up immediately by Lessee. **If Lessee does not clean up after said pet, Lessee will be fined \$50.00 per occurrence. The Lessee will be asked to remove any pet that constantly bothers other residents, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of the Manager or Owner from properly performing their functions, duties and responsibilities. If Lessee fails to remove said pet following complaints from residents and requests from management, the Lease may be terminated.**
14. Breed restrictions apply.



Initials: _____

PROPOSITION 65 FACT SHEET

Office of Environmental Health Hazard Assessment

California Environmental Protection Agency

This fact sheet was prepared by the Office of Environmental Health Hazard Assessment (OEHHA), which administers the Proposition 65 program. It provides information to tenants whose apartment managers and owners have posted or distributed Proposition 65 warnings.

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer, birth defects, or other reproductive harm. The list has grown to include over 750 chemicals since it was first published in 1987.

What chemicals are on the Proposition 65 list?

The Proposition 65 list contains two types of chemicals: *carcinogens*, which can cause cancer, and *reproductive toxicants*, which cause birth defects or other reproductive harm, such as sterility or miscarriages. Some chemicals may be additives or ingredients in pesticides, common household products, food, or drugs. Others may be industrial chemicals, dyes, or solvents used in dry cleaning, manufacturing, and construction. Still others may be byproducts of chemical processes; for example, motor vehicle exhaust.

What does a Proposition 65 warning mean?

Under Proposition 65, businesses are required to give a "clear and reasonable" warning before knowingly exposing anyone to a listed chemical above a specified level. This warning can be included on the label of a consumer product or published in a newspaper. An equally common practice is for businesses to provide a warning at the workplace or in a public area affected by the chemical. In recent months, many apartment owners and managers have posted or distributed warnings to notify tenants that they may be exposed to one or more chemicals on the Proposition 65 list. For example, a warning may be given because tenants are exposed to chemicals in pesticides applied to landscaping or structures or chemicals in housing construction materials, such as lead in paint or asbestos in ceiling coatings. A growing trend among rental property owners and other businesses is to provide warnings for chemicals on the list, such as tobacco smoke or motor exhaust, which are regularly released into the environment in or near rental housing. In some cases, however, owners and managers are providing warnings to avoid potential violations and lawsuits, even though exposure to chemicals on the Proposition 65 list has not been verified. You should discuss the warning with the owner or manager to learn why it was provided so that you and your family can make informed decisions about exposure to any of these chemicals and your health.

Is my family's health at risk from exposure to these chemicals?

Warnings must be provided for chemicals listed under Proposition 65 if exposure to them may present a significant risk of cancer or reproductive harm. For *carcinogens*, the chemical must be present at or above a level that could cause one additional case of cancer in a population of 100,000 people exposed to the chemical over a lifetime. For *reproductive toxicants*, the chemical must be present at or above 1/1000th of the level at which the chemical is determined to have no negative health risks (the "no-observable-effect level"). Proposition 65 generally does not prohibit a business from exposing people to listed chemicals nor does exposure to these chemicals necessarily create an immediate health risk. Also, as stated above, a warning may have been provided in some cases even though the level at which the chemical is present is actually too low to pose a significant health risk. It is important to find out why you have received the warning so that you can discover which chemicals you are exposed to, and at what levels, to determine how best to protect your family's health.

Where can I get more information?

Speak with the housing owner or manager directly to learn why you received a Proposition 65 warning. Property owners and managers were not required to notify OEHHA when they provide tenants with a warning. However, to obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65>. Following is a list of contacts for more information on Proposition 65 as well as chemicals that may be found in your home.



Initials: _____

Type of Information

Proposition 65 Enforcement

Contact

California Attorney General
(510) 622-2160, prop65@doj.ca.gov

Toxics Directory:
Agency List

OEHHA
(510) 622-3170
http://www.oehha.ca.gov/public_info/TDHOMSC1a.html

Asbestos
Indoor Air Quality

Indoor Exposure Assessment Unit, Air Resources Board
(916) 445-0753, <http://www.arb.ca.gov/thml/fslist.htm>

Lead

Lead Coordinator in your county government office
Childhood Lead Poisoning Prevention Program
(510) 622-5000, <http://www.dca.ca.gov/childlead/>

Tenant Issues

Department of Consumer Affairs
(800) 952-5210, <http://www.dca.ca.gov/>
Department of Housing and Community Development
(916) 445-4782 or <http://www.hed.ca.gov/>

I have read and acknowledge receipt of this fact sheet.

Jennifer Overocker (Resident)

Date

Colin M. Smith (Resident)

Date



Initials: _____

BECAUSE WE CARE

At **Alliance Residential Company**, we care about our Residents safety. We would like you to be aware of some important guidelines for your safety and protecting your personal property. Keep in mind that security is provided by local law enforcement agencies, much as it is for the other communities in the surrounding area. You should always proceed as if safety systems do not exist. The best safety measures you can take are the ones you can perform yourself as a matter of common sense. We have worked with local law enforcement agencies to develop a list of their recommendations for prudent practices regarding your personal safety. We provide this list as a convenience to you, without making any representation or warranty, and subject to the Lessee Security Notice & Acknowledgement:

PERSONAL SAFETY/INSIDE YOUR APARTMENT HOME

1. Lock your doors and windows, even when you're home.
2. If you have a deadbolt or night latch, use them even when you're home.
3. Never answer your door unless you know who is on the other side by looking through a peephole or window. If you don't know the person, talk to them without opening the door, and don't open the door unless you're satisfied with their identity.
4. If you are worried because you have lost a key, ask the management to rekey the locks. You have the right to do so, provided that you pay the cost of rekeying in advance.
5. Keep the telephone numbers for the police and emergency medical services handy.
6. Check your smoke detector periodically to ensure it is working.
7. Report to the management (in writing, dated and signed) any malfunction of safety devices outside your apartment such as broken gatelocks, burned-out stairwell and parking lot lights, etc.
8. Close your curtains or blinds at night.
9. Let friends know when you're going to be gone for an extended period of time. Ask your neighbors to keep an eye on your apartment, because the management cannot assume that responsibility.
10. Mark or engrave valuable personal possessions for identification.
11. Be careful to whom you lend or give your keys.

PERSONAL SAFETY/OUTSIDE YOUR APARTMENT

1. Lock your doors while you're gone. That means dead bolts too!
2. Leave a radio playing very softly when you're not at home.
3. Close and lock your windows when you're gone. Don't forget the sliding glass doors. Purchase a lamp timer at the hardware store, and set the time when you're not home in the evening or when you're on vacation.
4. Try not to walk outside alone at night.
5. Don't hide your front door key under the doormat. It's usually the first place a burglar will look.
6. If you have an entry code, don't give your code to guests or strangers.
7. Arrange for your newspaper delivery to be stopped when you're on vacation.

PERSONAL SAFETY/USING YOUR CAR

1. Lock your car doors when you're driving. Lock the doors and roll up the windows when you leave the car parked.
2. Don't leave visible items in the car, such as purses, briefcases, audio tapes, packages, money, etc.
3. Don't leave your keys in the car.
4. No matter where you are, always carry your key ring in your hand when you walk to the car. Don't ever stand by the car fumbling for keys.
5. Look in the back seat before you get in the car.
6. Don't stop alone at night at an automatic teller or gas station.



Initials: _____

LESSEE SECURITY NOTICE & ACKNOWLEDGMENT

NOTICE TO LESSEE: The Management of this apartment community (including the owner and owner's authorized property manager) does not promise, warrant, or guarantee the safety or security of the Lessee or Lessee's personal property against the criminal actions of other residents or third parties. Each Lessee has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Lessees should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Lessees should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through/drive-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Management does not warrant that any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time; and Lessee agrees that such action shall not be a breach of any obligation or warranty on the part of Management.

Lessee agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of doorlocks, window latches, controlled access gates, intrusion alarms, and any other security-related device. If Lessee's apartment is equipped with an intrusion alarm, Lessee agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.

ACKNOWLEDGMENT BY LESSEE: I have read, understood and agree with the above notice. I have received no representation or warranties, either express or implied, as to any security or any security system on the property. Management has not in any way stated or implied to me that security of person or property was provided, promised, or guaranteed or that the apartment community was or will be free from crime. I further acknowledge that management is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that management shall not be liable to me based upon any claim that security was not provided, subject to Management's compliance with state statutes regarding doorlocks and window latches. Lessee acknowledges that the foregoing shall also be binding upon Lessee's heirs, successors, and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.

Jennifer Overocker (Resident) Date

Colin M. Smith (Resident) Date

(Agent for Owner) Date

SECURITY DEPOSIT AGREEMENT

This Agreement is made this day, **December 14, 2009**, by and between **Westview Village** (hereinafter referred to as "Lessor"), Lessor of the apartment complex in which the "Premises", as hereinafter defined, are located, acting pursuant to express written authority given by the owner of such apartment complex, and **Jennifer Overocker and Colin M. Smith** (hereinafter referred to as "Lessee"), in connection with the Apartment Lease Agreement (the "Lease") between Lessor and Lessee for: **Westview Village** (the "Premises").

1. **Security Deposit.** Lessor hereby acknowledges receipt from Lessee of the sum of: **\$0.00** (Security Deposit) which represents the security deposit payment under the Lease, which shall hereinafter be defined as "Security Deposit". Lessor will hold the Security Deposit for the faithful performance by Lessee of his/her obligations under the Lease, including payment of rent, and cleaning and repair of the Premises after its surrender.
2. **Refund of Security Deposit.** Lessor shall deduct from the Security Deposit all monies expended as a result of any breach of the lease or this agreement, including but not limited to the following:
 - A. Vacate completely the entire Premises by Lessee on or before the date specified in the required written **30 day** move-out notice.
 - B. Expiration of the term of the Lease, or termination or cancellation of the Lease in accordance with the express provisions thereof.
 - C. Payment by Lessee of all rental required under the Lease, up to and including the date of expiration or termination of the term of the Lease, or the full move-out notice period, whichever is longer.
 - D. The Premises, including all kitchen appliances (refrigerator, oven/range, dishwasher, and microwave) and including all baths, closets, storage areas, patios/balconies, etc. have been thoroughly cleaned, so as to be in the same condition as they were in on the commencement date of the term of Lease, normal wear and tear excepted.
 - E. No defects or damage to the Premises, whether caused by Lessee, pets, or otherwise, unless shown on a written list of damages and defects signed by Lessee at the commencement of the Lease term.
 - F. Observance and performance by Lessee of all of the other covenants and obligations to be kept or performed by Lessee under the Lease up to and including the date of expiration or termination of the Lease term.
 - G. Observation and performance by Lessee of all rules and regulations to be kept and performed by Lessee under the Lease, including, without limitation, those rules and regulations pertaining to pets.
 - H. **LESSEE has given LESSOR thirty days written notice prior to the date of expiration or termination of the term of the Lease.**
 - I. Lessee has provided Lessor with a written copy of the forwarding address of Lessee.
3. **Deductions.** Within twenty-one (21) days after Lessee has vacated the Premises, Lessor shall furnish Lessee with an itemized written statement of the basis for, and the amount of, any security received and the disposition of such security to Lessee.
4. **Move-Out Procedures.** When Lessee moves out of the Premises, an inspection of the condition of same shall be made after all of the personal effects of Lessee have been removed. Lessee should accompany Lessor during said inspection to help resolve any problems that may arise. Failure of Lessee to do so shall constitute a concurrence by Lessee in Lessor's assessment of charges for damages or cleaning. After inspection by Lessor, appropriate charges will be assessed by Lessor for any missing items; damages or repairs to the Premises, or its contents (normal wear and tear excepted) with the exception of those items listed on the Move-In/Move-Out Inspection Report attached to this agreement; insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture; and for cleaning the Premises (including all kitchen appliances). Lessee shall be charged for each unreturned key (apartment key, mail-box key, amenity key, and garage remote), and charged for replacing locks if all door keys to the Premises are not returned to Lessor.



Initials: _____

LOCKOUT AGREEMENT

For the safety of your home, it is the policy of Alliance Residential Company that after hours on-call staff **will not** perform lockout procedures. It is therefore crucial that as a resident of our community, you take note of the following suggestions:

Make sure that all appropriate household members have their own key.

Before leaving your home, make sure that you have your key with you.

Take appropriate measures to ensure that each member of your household is educated on personal safety and well-being.

In the unfortunate circumstance that you should be locked out of your apartment after hours, you will be responsible for contacting a locksmith to gain access to your apartment and for the charges incurred by the work performed.

If a locksmith should ever change your lock in this situation, as a resident you agree to contact the Leasing Office to have your lock re-keyed.

I have reviewed the attached Because We Care addendum.

I/We, **Jennifer Overocker and Colin M. Smith**, have read and initialed the above policy regarding lock-out procedures, and acknowledge that Alliance Residential Company is not responsible for providing access to my apartment after office hours.

Jennifer Overocker (Resident) Date

Colin M. Smith (Resident) Date

(Agent for Owner) Date

MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

| | | | |
|---|-------------------------|-----------------------|-------------------------------|
| Resident Name(s) Jennifer Overocker and Colin M. Smith | Initial Inspection Date | Initial Inspection By | Move-In Date March 1, 2009 |
| Apartment Address: 11784 Westview Parkway #86, San Diego, CA 92126 | Final Inspection Date | Final Inspection By | Move-Out Date |

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

| | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|---------------------|--------------------|---|------------------|
| KITCHEN | | | |
| Ceiling | | | |
| Doors | | | |
| Walls | | | |
| Floors | | | |
| Hood/Filter | | | |
| Fan/Light | | | |
| Counter top | | | |
| Sink/Faucets | | | |
| Drains/Disposal | | | |
| Cabinet/Doors | | | |
| Shelves/Drawers | | | |
| Under sink | | | |
| Windows | | | |
| Screens | | | |
| Curtains/Blinds | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |
| <hr/> | | | |
| STOVE/OVEN | | | |
| Stove-Outside | | | |
| Burners | | | |
| Drip pans | | | |
| Vent | | | |
| Timer/Controls | | | |
| Oven surfaces | | | |
| Oven racks | | | |
| Broiler pan | | | |
| Light | | | |
| <hr/> | | | |
| REFRIGERATOR | | | |
| Inside (all parts) | | | |
| Outside | | | |
| <hr/> | | | |
| DISHWASHER | | | |
| Outside/Controls | | | |
| Inside (all parts) | | | |
| <hr/> | | | |
| LIVING ROOM | | | |
| Walls | | | |
| Ceiling | | | |
| Doors | | | |
| Windows | | | |
| Screens | | | |
| Drapes/Blinds | | | |
| Shades/ | | | |
| Floor | | | |
| Closet | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |
| Fireplace | | | |
| <hr/> | | | |
| <hr/> | | | |
| <hr/> | | | |

| | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|--------------------|--------------------|---|------------------|
| 1st BATH | | | |
| Ceiling | | | |
| Walls/Tile | | | |
| Floors | | | |
| Cabinets | | | |
| Shelves | | | |
| Doors | | | |
| Mirror | | | |
| Tub/Shower | | | |
| Caulking | | | |
| Shower Dr./Tracks | | | |
| Basin | | | |
| Drains | | | |
| Faucets | | | |
| Counter tops | | | |
| Exhaust fan | | | |
| Bowl/Seat | | | |
| Towel racks | | | |
| Window | | | |
| Screen | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |
| <hr/> | | | |
| 2nd BATH | | | |
| Ceiling | | | |
| Walls/Tile | | | |
| Floors | | | |
| Cabinets | | | |
| Shelves | | | |
| Doors | | | |
| Mirror | | | |
| Tub/Shower | | | |
| Caulking | | | |
| Shower Dr./Tracks | | | |
| Basin | | | |
| Drains | | | |
| Faucets | | | |
| Counter tops | | | |
| Exhaust fan | | | |
| Bowl/Seat | | | |
| Towel racks | | | |
| Window | | | |
| Screen | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |
| <hr/> | | | |
| DINING ROOM | | | |
| Walls | | | |
| Ceiling | | | |
| Drapes/Blinds | | | |
| Shades/ | | | |
| Closet | | | |
| Doors | | | |
| Floor | | | |
| Windows | | | |
| Screens | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |
| <hr/> | | | |



CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
 RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

| 1st BDRM | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|----------------|--------------------|--|------------------|
| Walls | | | |
| Ceiling | | | |
| Windows | | | |
| Screens | | | |
| Drapes/Blinds | | | |
| Shades/_____ | | | |
| Doors | | | |
| Closet | | | |
| Floor | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |

| 2nd BDRM | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|----------------|--------------------|--|------------------|
| Walls | | | |
| Ceiling | | | |
| Windows | | | |
| Screens | | | |
| Drapes/Blinds | | | |
| Shades/_____ | | | |
| Doors | | | |
| Closet | | | |
| Floor | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |

| 3rd BDRM | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|----------------|--------------------|--|------------------|
| Walls | | | |
| Ceiling | | | |
| Windows | | | |
| Screens | | | |
| Drapes/Blinds | | | |
| Shades/_____ | | | |
| Doors | | | |
| Closet | | | |
| Floor | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |

| HALLS/STAIRS/ENTRY | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|--------------------|--------------------|--|------------------|
| Walls | | | |
| Ceiling | | | |
| Drapes/Blinds | | | |
| Shades/_____ | | | |
| Closet | | | |
| Doors | | | |
| Floor | | | |
| Windows | | | |
| Screens | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |

Move-in Inspection:

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Agent for Owner _____ Date _____

Initial Inspection:

Agent for Owner _____ Date _____

Final Inspection:

Agent for Owner _____ Date _____

| OTHER ROOM | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|-----------------|--------------------|--|------------------|
| Walls | | | |
| Ceiling | | | |
| Closet/Cabinets | | | |
| Windows | | | |
| Shades/_____ | | | |
| Screen | | | |
| Floor | | | |
| Door | | | |
| Elec. fixtures | | | |
| Light bulbs | | | |

| FRONT PORCH | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|----------------|--------------------|--|------------------|
| Elec. fixtures | | | |
| Light bulbs | | | |

| BACK PORCH | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|----------------|--------------------|--|------------------|
| Elec. fixtures | | | |
| Light bulbs | | | |

| GARAGE/ CARPORT | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|-----------------|--------------------|--|------------------|
| Elec. fixtures | | | |
| Light bulbs | | | |
| Remote/Opener | | | |

| MECHANICAL | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|------------------|--------------------|--|------------------|
| Hot water heater | | | |
| Furnace | | | |
| Air conditioner | | | |
| Air cond. filter | | | |
| Smoke detector | | | |
| Thermostat | | | |

| # OF KEYS | Move-In Inspection | Initial Inspection (resident's option) | Final Inspection |
|--------------|--------------------|--|------------------|
| Door | | | |
| Laundry Room | | | |

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within 3 weeks of the termination of your tenancy.



Initials: _____

LEASE FILE CHECKLIST

| Left Side of File | | Right Side of File | |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | Resident Conversation Log | <input type="checkbox"/> | Lease File Checklist (initialed & signed) |
| <input type="checkbox"/> | Welcome Letters | <input type="checkbox"/> | Lease Agreement |
| <input type="checkbox"/> | Move-In Cost Sheet | <input type="checkbox"/> | Move-In Inventory/Move-Out Checklist |
| <input type="checkbox"/> | Copies of Checks (Application Fee, Redec Fee, Deposits) | <input type="checkbox"/> | Renewal Letters |
| <input type="checkbox"/> | Copy of Sure Deposit Agreement & Check (check must be payable to Sure Deposit) | Addendums (if applicable) | |
| <input type="checkbox"/> | Rental Application | <input checked="" type="checkbox"/> | Bed Bug Acknowledgment |
| <input type="checkbox"/> | Lease Guarantor Application (if applicable) | <input checked="" type="checkbox"/> | Parking Policies & Vehicle Identification |
| <input type="checkbox"/> | Rental Criteria Guidelines | <input checked="" type="checkbox"/> | Community Policies |
| <input type="checkbox"/> | Proof of Rental Insurance | <input checked="" type="checkbox"/> | Recreational Facility Regulations |
| <input type="checkbox"/> | Credit Screening Application Verification (Attach Copy with Managers Approval) | <input checked="" type="checkbox"/> | Ventilation Instructions & Agreement |
| <input type="checkbox"/> | Criminal Background Check | <input checked="" type="checkbox"/> | Pet Policies |
| <input type="checkbox"/> | Income/Employment Verification | <input checked="" type="checkbox"/> | Satellite Dish Agreement |
| <input type="checkbox"/> | Preferred Employer Verification (If Applicable) (Except California) | <input checked="" type="checkbox"/> | Utility Provider Information |
| <input type="checkbox"/> | Copy of Guest Card (front and back) | <input checked="" type="checkbox"/> | Proposition 65 Fact Sheet |
| <input type="checkbox"/> | List any additional items below: | <input checked="" type="checkbox"/> | Because We Care |
| Prior to Move-In | | <input checked="" type="checkbox"/> | Lessee Security Notice & Acknowledgment |
| <input type="checkbox"/> | Notify Prospective Resident of Approval/Denial | <input checked="" type="checkbox"/> | Security Deposit Agreement |
| <input type="checkbox"/> | Enter in Yardi as Approved/Denied | <input checked="" type="checkbox"/> | Lockout Agreement |
| <input type="checkbox"/> | Reason for Cancellation (enter into Yardi & note reason): | <input checked="" type="checkbox"/> | Move-In/Move-Out Itemized Statement |
| <input type="checkbox"/> | Confirm Move-In Date | <input checked="" type="checkbox"/> | Pest Control Acknowledgement |
| <input type="checkbox"/> | Appointment to Sign Date: | <input checked="" type="checkbox"/> | Facts About Renters Insurance |
| <input type="checkbox"/> | Electric Account #: | <input checked="" type="checkbox"/> | Crime Free/Drug Free Addendum |
| <input type="checkbox"/> | Gas Account #: | <input checked="" type="checkbox"/> | Resident Communication Log |
| <input type="checkbox"/> | Verify Renters Insurance Policy Number: | <input checked="" type="checkbox"/> | SureDeposit Enrollment Form |
| <input type="checkbox"/> | Walk Unit / Welcome Card / Move-In Gift | <input checked="" type="checkbox"/> | Lease File Checklist |
| <input type="checkbox"/> | Record Lease Expiration Date | Move-In (Computer) | |
| <input type="checkbox"/> | Program Fitness Card / Gate Card(s) | <input type="checkbox"/> | Review Ledger |
| <input type="checkbox"/> | Access Gate / Parking Assigned | <input type="checkbox"/> | Complete Move-In into Yardi |
| <input type="checkbox"/> | Add Phone Number & Name to Gates | <input type="checkbox"/> | Add ISTA (WST, Occupants) |
| <input type="checkbox"/> | Locator P.O. (if applicable) | <input type="checkbox"/> | Concessions Entered |
| <input type="checkbox"/> | Collect & Copy Rent and Move-In Fees | <input type="checkbox"/> | Security Deposit Entered |
| <input type="checkbox"/> | Verified Government Issued ID of Leaseholders (do not make a copy unless required by program) | <input type="checkbox"/> | Pet Deposit (if applicable) |
| <input type="checkbox"/> | Check for keys: Apartment, Mailbox, Garage Remote | <input type="checkbox"/> | Pet Rent Entered |
| | | <input type="checkbox"/> | Renters Insurance Entered into Insurance System, Receipt Printed |
| | | <input type="checkbox"/> | Utility Billing Entered |
| | | <input type="checkbox"/> | Lease Signed by Manager |
| | | <input type="checkbox"/> | Bonus Preparation Completed |
| | | <input type="checkbox"/> | Copy of Lease to Resident (s) |
| | | <input type="checkbox"/> | Welcome Visit Scheduled (CARES Team, if applicable) |

| | | |
|-------------------------------|--|-------|
| Lease Paperwork Completed by: | | Date: |
| Reviewed by: | | Date: |
| Move-In Completed by: | | Date: |



SUREDEPOSIT ENROLLMENT & BOND ACKNOWLEDGEMENT



Bond Number: BIC FCIC AZ 1296-1303 ALLRESCO

Westview Village

ID: ARC93

HTID: 1125535

Street Address: 11784 Westview Parkway Building # Apartment # 86
San Diego, CA, 92126

| Resident 1 | | Resident 2 | |
|-------------------------------|------------------------|------------|-------------------------------|
| First Name | MI | Last Name | |
| Jennifer | | Overocker | |
| Colin | M | Smith | |
| Date of Birth | Social Security Number | | Date of Birth |
| | On File | | 6/23/1974 |
| | | | On File |
| Effective Date (move in date) | | | Effective Date (move in date) |
| 3/1/2009 | | | 3/1/2009 |

Make Payments To: SureDeposit 293 Eisenhower Parkway Suite 320 Livingston, NJ 07039-1711

SECURITY BOND COVERAGE AMOUNT: \$500.00
NON-REFUNDABLE PURCHASE PRICE: \$87.50
REFUNDABLE DEPOSIT DUE TO COMMUNITY: \$0.00

PLEASE READ THE FOLLOWING BEFORE SIGNING:

I intend to be legally bound, and I understand and agree that:

I am enrolling on a bond that Bankers Insurance Company (Company) issued for the benefit of the apartment community named above. **The premium that I am paying for the enrollment is not a security deposit, is not insurance and I will not receive the premium back at the end of my lease.**

The bond is for the amount listed above in the box marked "Bond Coverage Amount." The bond provides coverage for any physical damage to the apartment (beyond normal wear and tear) or any of my obligations under the lease agreement that are not paid, such as past due rent, unpaid rent or fees up to the "Bond Coverage Amount" only. **If the apartment community makes a valid claim in strict compliance with the lease terms that I owe it money because I created damage or did not fulfill lease obligations, such as paying rent or applicable fees, Company will be obligated to pay the claim including collection expenses, court costs, or attorney fees not to exceed the "Bond Coverage Amount." I will then be obligated to pay Company the amount of the claim.**

If the apartment community has any of my money on deposit at the end of my lease, it will apply this money first to pay the claim. If Company pays the apartment community on my behalf and then tries to collect reimbursement from me up to the "Bond Coverage Amount": a) I authorize anyone to furnish Company (or its employees or agents or assigns) any information that will assist Company in collecting the money I owe to Company; and b) the apartment community is not a party to, and is not responsible for, the actions that Company takes during any collection efforts. If I fail to pay money that I owe to Company as a result of my obligations under this bond: a) my credit rating may get worse; b) I might have trouble renting an apartment; and c) I might have trouble getting insurance coverage. Resident understands and acknowledges that the apartment community may be compensated by Surety for endorsement and/or services associated with administering this bond.

Any dispute or claim arising out of or relating to this agreement will be resolved by a single arbitrator in a binding arbitration proceeding administered by the American Arbitration Association or other appropriate entity that we mutually accept, except that Company or I may choose to pursue claims in court if the claims relate solely to the collection of any debts I owe to Company. Judgment on the arbitrator's award may be entered in any court with appropriate jurisdiction. In any arbitration or court proceeding, Company, SureDeposit and I waive any claims for punitive damages, and Company, SureDeposit and I waive any right to pursue claims on a class or representative basis.

This is our entire agreement, and I am not relying on any oral promises or statements.

Signature of Resident # 1 Signature of Co-Signer or Guarantor Signature of Witness

Signature of Resident # 2 Signature of Co-Signer or Guarantor Signature of Witness

FREQUENTLY ASKED QUESTIONS

What is SureDeposit?

The SureDeposit program is based on a simple concept: rather than pay a full security deposit to a property company, residents may choose to pay a one-time premium to SureDeposit. When a resident elects to use the SureDeposit program, he signs a surety bond that replaces (or supplements) a traditional security deposit. SureDeposit guarantees the performance of a resident according to the terms of a lease agreement signed with the property company. The resident promises to return the unit in good condition, and to satisfy all rental and financial obligations. If the resident does not meet his obligations, he is required to reimburse SureDeposit up to the coverage amount of the bond, and to reimburse the property company for outstanding obligations in excess of the coverage amount of the bond.

What is a surety bond?

A surety bond is a written agreement that usually provides for monetary compensation in case the *principal* (see below for definition) fails to perform the acts as promised. A surety bond is created whenever one party guarantees performance of an obligation by another party. There are three parties to the agreement, as defined by the Surety Association of America (www.surety.org).

The **principal** is the party that undertakes the obligation. (The **Resident**)

The **surety** guarantees the obligation will be performed. (**SureDeposit**)

The **obligee** receives the benefit of the bond. (The **Property Company**)

How do I sign up?

Once you complete the SureDeposit enrollment form and pay the required one-time, non-refundable premium to SureDeposit, you are enrolled when your new lease is approved.

What happens at the end of my lease term if I have honored all the terms and conditions of my lease?

You simply move out without any further obligations.

What happens upon move-out, if I owe rent or fees, or have caused damage to my apartment?

If you have not fulfilled your lease obligations you will be required to reimburse SureDeposit for any damages, loss of rent and related expenses, such as legal and collections fees that SureDeposit may have paid on your behalf. If your obligations exceed what SureDeposit has paid on your behalf you may also be required to reimburse the property company for the excess.

How long is the property company covered for by me paying this one premium today?

Coverage is purchased for the benefit of the property company and is intended to remain in force for the duration of your tenancy. However, if your apartment community is sold, we cannot warrant that the new owner will keep the bond in force, and you may be required to post a security deposit upon lease renewal in accordance with applicable landlord/tenant law.

What happens if I move to another apartment in this apartment community?

Typically the SureDeposit coverage can move with you to the new unit in this apartment community or any other community your property company has participating in the SureDeposit program. Check with your leasing agent or community manager for your community's specific guidelines.

Are there any other costs for SureDeposit?

No – your one-time premium is all you pay if you have fulfilled your lease obligations.

Do I get my premium back at the end of my lease?

No – your premium is non-refundable.

If I do owe fees, rent, or damage expense, can I pay it directly to the apartment community?

Yes. That is the best thing to do. Once the outstanding monies are paid to the apartment community, no claim will be filed and you will have no obligation to the Surety.

Is SureDeposit right for me?

This is a personal decision for you, as only you can determine the importance of freeing up the cash that would have been tied up in a security deposit. Because the premium for SureDeposit is paid only once, the longer you plan on staying in your apartment, the better the deal is for you.

For more information, please go to www.suredeposit.com/residents, or call 1 877 531 SURE (7873).

Offered in California by SureDeposit Insurance Agency, LLC License: 0D35043