

LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Agreement" or "Lease") is entered into this _____ day of _____, 2_____, between _____, as the authorized agent for the Owner of the Premises (hereinafter "Landlord") and the following individuals, jointly and severally: _____

_____ (hereinafter collectively "Resident(s)"). Together Resident(s) and Landlord are referred to herein as the "Parties."

1. LEASED PREMISES: Landlord rents to Resident(s) the premises located at _____ Apartment # _____, _____, County, California (hereinafter "Premises"), which is located within the Apartment Community, commonly known as _____ (hereinafter the "Apartment Community" or "Property") for use as a residence and for no other purpose.

2. TERM:

a. Original Term. This Lease shall be for a period of _____ months, commencing on the _____ day of _____, 2_____, ("Commencement Date") and ending on the _____ day of _____, 2_____, unless sooner terminated as provided in this Lease or as allowed by applicable law.

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

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

3. RENT:

a. Resident(s) shall pay to Landlord, as rent for the Premises, the sum of \$_____ each month.

b. The name, telephone number and address of the person or entity to whom rent payments shall be made is: _____.

c. Except as otherwise provided in this Lease, said sum shall be paid in full, in advance, on or before the first day of each month in the form of personal check, cashier's check or money order. If in any month the rent is paid after the fifth day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Resident(s) with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of a cashier's check or money order. If any check given by a Resident(s) is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, all subsequent payments for the rest of Resident(s)'s occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement.

d. It is Resident(s)'s responsibility to be certain that each payment is actually received by Landlord on or before its due date. Use of a rental payment drop box is for Resident(s)'s convenience - the risk of receipt of funds by Landlord when such box is used is Resident(s)'s risk, and not Landlord's risk. The usual days and hours when rent payments may be made personally are Monday through _____, _____ a.m. to _____ p.m.

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

5. **RENTAL PRO-RATION:** Resident(s) shall pay to Landlord, before taking occupancy of the Premises, one full month's rent in addition to a security deposit (discussed below). If Resident(s) takes occupancy of the Premises on a day other than the first day of the month, Resident(s) shall also pay the sum of \$_____ before taking occupancy of the Premises, as and for the pro-rated amount of rent to cover the period through the final day of the second calendar month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as stated above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth above divided by thirty, with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error shall not be binding - the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-ration). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty-day month shall be assumed

irrespective of the actual number of days in the month for which the pro-ration is computed. In the event of unlawful detainer or other litigation where the court is called upon to determine the fair market rental value of the Premises, the Parties agree that, unless alleged otherwise in the complaint and proved otherwise at trial, the rental value for any entire month shall be the then current contract rental rate for that month, and the pro-rated daily rental amount for any number of days less than one full month shall be the then current contract monthly rental rate divided by thirty, irrespective of the actual number of days in the month for which daily rental value is being computed.

6. SECURITY DEPOSIT:

a. Resident(s) shall pay to Landlord, as security, the sum of \$_____, which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Resident(s) interest in connection with such security deposit, unless specifically required by applicable law.

b. It is understood that the security deposit is applicable to all Residents jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Residents have vacated the Premises. Any refund due may be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing said security deposit. If Landlord chooses to make the refund to any one of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Landlord shall have no liability to any one or group of Residents for failure of any Resident to divide such refund equitably.

c. If the security deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident(s)'s tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

7. MOVE-IN PAYMENT: Resident(s) shall pay to Landlord \$_____ at the time of move-in. This amount is composed of the following sums: \$_____ as the first month's rent, \$_____ as security deposit and \$_____ as the advance payment of rent for the period _____ through _____. Landlord may require that this entire sum be paid in the form of cashier's check or money order. If Landlord accepts a personal or other non-certified check and the check is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident(s) does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident(s) from the Premises.

8. CHECK CONVERSION: If Resident(s) makes any payment by check, it may be converted into an electronic funds transfer (EFT). This means Landlord will copy the check and use the account information on it to electronically debit Resident(s)'s account for the amount of the check. The debit from Resident(s)'s account

will usually occur within 24 hours, and may occur as early as the same day as Landlord receives payment. The debit will be shown on Resident(s)'s regular account statement. Resident(s) will not receive the original check back. Landlord will destroy your original check, but will keep a copy of it to the extent required by applicable laws. If the EFT cannot be processed for technical reasons, Resident(s) authorizes Landlord to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Landlord may require payment in certified funds as required by the Rent provision above.

9. **UTILITIES: Unless a separate utility addendum is executed between the Parties modifying this paragraph,** payment of all utilities charges shall be the responsibility of Resident(s), with the exception of:

_____, which shall be paid by Landlord. With respect to the utilities charges listed above to be paid by Landlord, Resident(s) shall not make excessive or unreasonable use of such utilities. If Resident(s) does make excessive or unreasonable use of such utilities, Landlord may bill Resident(s) for such excessive or unreasonable use and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Resident(s) shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. For any utility which Resident(s) is responsible for paying directly to the utility provider, Resident(s) must contact the utility company prior to move-in to have the services placed in Resident(s)'s name no later than ten (10) business days following move-in. If Resident(s) fails to pay any utility charges that are to be paid by Resident(s), Landlord may, at its option, pay such charges to retain continuing utilities service. If Landlord does so, any such charges may be billed to Resident(s) by Landlord and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. Resident(s) shall not use any utilities in the common areas of the Property for their own personal use without written consent of Landlord.

10. **RECYCLING:** Landlord shall arrange for recycling services consistent with applicable law. Resident(s) agrees to cooperate in all recycling efforts and comply with applicable laws and House Rules regarding recycling.

11. **ACCESS TO PREMISES:** The Parties agree that upon advance reasonable written notice to Resident(s), unless otherwise agreed to by Resident(s), Landlord shall have the right to enter the Premises during normal business hours for the purpose of: (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or (d) for any other purposes permitted by California Civil Code Section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). The Parties hereby agree that twenty-four (24) hours' notice is presumed reasonable, although the Parties acknowledge that a shorter time period may also be reasonable under some circumstances. In the case of an emergency, or Resident(s)'s abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident(s) agrees to permit Landlord access to the Premises in accordance with this Paragraph. Resident(s) also agrees that if Resident(s) denies Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three-day notice to quit.

12. OCCUPANCY: The Premises shall be occupied only by the following persons:

Name: _____ Date of Birth: _____ Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____ Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____ Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____ Name: _____ Date of Birth: _____

No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord’s acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person named above in this Paragraph who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to be invitees of the named Resident(s), who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises. Resident(s) understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Resident(s) agrees that such over-utilization shall be grounds for Landlord to terminate this Agreement, solely at Landlord’s option.

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

14. RESIDENTIAL USE OF PREMISES: Resident(s) agrees that the Premises is rented for residential use only. Resident(s) shall not use the Premises as a business address, nor shall Resident(s) conduct business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident(s) at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident(s) may, however, insofar as it is consistent with the restrictions set forth in this section, and with the written consent of Landlord, use a portion of the Premises as a “home office.” Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot be prohibited legally.

15. COMPLIANCE WITH APPLICABLE LAWS: Resident(s) agrees not to permit the Premises to be used for any purpose which violates local, state or federal law, or engage in any illegal acts upon the Premises or upon the grounds of the Apartment Community. Resident(s) further agrees to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of Resident(s)’s violation of any statute, ordinance, regulation or other governmental restriction. To the extent any lease provision is required by

statute or local ordinance, but not set forth herein or in an addendum to this Lease, it is hereby inserted as an additional provision of this Lease, but only to the extent specifically required by applicable law interpreted as narrowly as possible and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

16. **COMPLIANCE WITH RULES:** If indicated in the paragraph below with respect to Attachments/Addenda, Resident(s) acknowledges receipt of a copy of the Apartment Community Rules ("House Rules"), which House Rules are incorporated into and made a part of this Lease. Resident(s) agrees to abide by said House Rules in all respects. Any House Rules may be changed on thirty days' notice and Resident(s) agrees to abide by any such changes. Failure to comply with the Rules shall be deemed a breach of this Lease.

17. **CONDUCT OF RESIDENT**

a. Resident(s) agrees not to harass, annoy, or endanger any other Resident, neighbor or other person, or create or maintain a nuisance, or disturb the peace or solitude or quiet enjoyment of any other Resident, neighbor or other person, or commit waste in or about the Premises.

b. Resident(s) further agrees not to harass, verbally abuse, denigrate or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with the operations of the Property or the work of Landlord's employees or agents.

c. Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other Residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs or controlled substances and the carrying or exhibiting of firearms on the Property. Such acts are prohibited. The carrying or exhibiting of firearms may be permitted with written consent of Landlord if doing so is required by law or job necessity.

d. Resident(s) additionally agrees not to deface or damage any part of the Premises or the Apartment Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation in the Premises.

e. Resident(s) also agrees not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Apartment Community.

f. Resident(s) further agrees to comply with all signs posted by Landlord in and around the common areas of the Property including, but not limited to, parking areas and amenity areas. Landlord may ban any Resident(s), household member, guest or invitee from using any amenity at the Property if such persons fail to abide by posted signs or Rules relating to those areas and Resident(s) shall not be entitled to any rent reduction or offset if the loss of amenity privileges is the result of the conduct of Resident(s), or of Resident(s)'s household members, guests, or invitees.

g. Resident(s) is responsible for the conduct of his/her/their guests or invitees while they are on the Property as well as all household members (including minors). A Resident conducting any of the activities set forth hereinabove, or who allows his or her guests, invitees or household members (including minors) to conduct any of said activities shall be deemed in violation of this Agreement, and said activity shall be grounds for termination of this Agreement with a three-day notice to quit.

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

19. **SMOKING:**

a. Resident(s) must comply with all applicable laws and Rules regarding smoking on the Premises. Landlord may change its House Rules regarding smoking at any time by providing Resident(s) with thirty (30) days' written notice. At the inception of this Agreement (*mark one of the following*):

_____ Smoking is **not** permitted anywhere in the Apartment Community, which is designated as a non-smoking community.

_____ Smoking is permitted in designated smoking common areas only (not in individual units).

_____ Smoking is permitted in any area where smoking is not prohibited by applicable law.

b. For the purpose of this Agreement, the term "smoking" means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette or other tobacco or similar product, including marijuana, in any manner and in any form, and includes the use of an e-cigarette or other electronic smoking device.

c. Landlord is not required to advise Resident(s) of any changes in the law with respect to smoking on the Property. Resident(s) is responsible for complying with all laws relating to smoking and thirty days' notice is not required if a policy change is implemented to comply with a new statute, regulation or ordinance. The Parties agree to execute any addendum relating to smoking which may be required by law after the execution of this Agreement.

d. Although smoking may be prohibited at various locations at the Apartment Community, Landlord does not provide or guarantee a smoke-free environment and nothing in this paragraph or any smoking addendum, if any, shall be deemed a guarantee of any kind that Resident(s) will not be exposed to smoke while on the Property and Landlord expressly denies any such assertion.

e. To the extent smoking is allowed anywhere in the Apartment Community, Resident(s) who smoke, or allow smoking by their invitees or guests, must ensure the smoke does not disturb the quiet enjoyment of other residents. Secondhand smoke may seep and drift through open doors, windows, and ventilation ducts, which may constitute a disturbance to those residents who do not smoke, particularly those with health and allergy-related sensitivities. Pursuant to other provisions of this Agreement, Resident(s) agrees not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident. Resident(s) is responsible for the conduct of guests and invitees while they are on the Property. Violation of this provision may result in the immediate termination of this Agreement as provided in this Lease and by law.

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

21. **CONDITION OF PREMISES-ALTERATIONS:** Resident(s) has inspected the Premises and acknowledges that the Premises is in good and habitable order and repair at the time Resident(s) is given occupancy. Resident(s) agrees not to make any alterations or improvements to the Premises without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to allowing Resident(s) to make such alteration, requires that the Premises be restored to the condition existing prior to such alteration or addition. Resident(s) agrees not to install additional or different locks or gates on any doors or windows of the Premises without written permission of Landlord. If Landlord approves Resident(s)'s request to install such locks, Resident(s) agrees to provide Landlord with a key for each lock.

22. **CLOTHESLINES/DRYING RACKS:** If the Premises has a private patio, deck or balcony, which is enclosed by a fence, railing or other structure, Resident is permitted to hang clothing, blankets or other laundry on the patio, deck or balcony subject to the following rules and conditions:

- a. No more than two drying lines/racks may be in use at any one time.
- b. Items may not be left on the drying lines/racks for more than 24 hours (i.e., all items must be removed within 24 hours of being put out on the drying lines/racks).
- c. Drying lines or racks must be free standing.
- d. No drying lines or racks may be attached or affixed in any manner to any portion of the building, fence, railing, wall, building support structure, or light fixtures.
- e. Drying lines/racks cannot be higher than the patio, balcony, or deck fence or railing.
- f. Drying lines/racks cannot be clearly visible from the sidewalk or street.
- g. Drying lines/racks cannot block entrance to or egress from the apartment, create a health or safety hazard or interfere with walkways or utility service equipment.
- h. Drying lines or racks cannot interfere with the maintenance of the property.
- i. Clothes may not be draped over fence or balcony railings, or hung from any building fixtures.

If your private patio or balcony is not enclosed by a fence, railing or other structure, Resident(s) is not permitted to hang clothing, blankets or any other laundry on the patio, deck or balcony.

23. **DUTY TO CLEAN AND VENTILATE:** Resident(s) hereby acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Resident(s) acknowledges that it is important that Resident(s) regularly allow air to circulate in the Premises. Resident(s) agrees to regularly allow air to circulate in the Premises by using bathroom fan(s), using ceiling fans, where available, and regularly opening the windows and/or sliding doors where available. Since it is common for mold and mildew to grow if even a small amount of moisture builds up, Resident(s) also agrees to clean all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleaner on at least a bi-weekly basis. Resident(s) further agrees to notify Landlord immediately whenever Resident(s) learns of any condition which could lead to a build up of moisture in Resident(s)'s apartment, including, but not limited to plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable fans, doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Premises. If Resident(s) notices mold, mildew or other organic growth in the Premises, Resident(s) agrees to notify Landlord, in writing, immediately. Any failure to comply with the requirements of this paragraph shall be deemed a material breach of this Lease. In addition, Resident(s) shall be liable to Landlord for any damage resulting from Resident(s)'s failure to comply with the requirements of this paragraph.

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

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

26. **PESTS AND PEST CONTROL:**

a. The Premises and/or the Property may be covered by a contract for regular pest control service. If so, pursuant to applicable law, concurrently with signing this lease, you are being provided with a copy of the legally required notice provided by the registered pest control company.

b. Resident(s) and Landlord both have inspected the Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Premises. Resident(s) agrees to inspect all personal belongings for signs of bedbugs and other insects or vermin prior to bringing personal belongings into the apartment and further agree not to bring into the Premises any belongings which Resident(s) suspects may be infested with bedbugs, insects or other vermin.

c. Resident(s) agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin, including bedbugs, and comply with Rules and other policies relating to the prevention of infestations. Resident(s) further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Landlord.

d. If Resident(s) allows individuals or items carrying bedbugs, fleas, roaches or other insects or vermin into the Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Premises and Resident(s) will be responsible for all costs of treatment to the Premises, their personal belongings and surrounding units as necessary to eradicate the infestation. The choice of treatment shall be at the discretion of Landlord in consultation with Landlord's pest control vendor.

e. Resident(s) agrees to cooperate with all pest control efforts at and within the Premises and the Property. Resident(s) shall follow all instructions from Landlord and/or Landlord's pest control company with respect to treatment and eradication whether infestation is in Resident(s)'s unit, another unit or elsewhere on the Property.

27. **REPORTING INFESTATIONS:** Resident(s) is required to report, in writing, any suspected infestations to Landlord immediately after discovery. Resident(s) shall report any signs of any infestations, including, but not limited to any household member experiencing any bites, seeing any insects or other vermin within the Premises or seeing any feces or other detritus relating to insects.

28. **INFORMATION ABOUT BED BUGS:** Pursuant to California Civil Code Section 1954.603, Landlord hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestation to Landlord:

a. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

b. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

c. **Survival:** Bed bugs can survive for months without feeding.

d. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

e. **Common Signs and Symptoms of a Possible Bed Bug Infestation:**

i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.

ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.

iii. Very heavily infested areas may have a characteristically sweet odor.

iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

f. More Information: For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

29. EMINENT DOMAIN OR CONDEMNATION: Should the land whereon the building containing the Premises is situated, or any part thereof, or any portion of the Apartment Community, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Lease, at the option of Landlord, shall be deemed null and void, and the term shall cease and come to an end, notwithstanding anything to the contrary herein, and without apportionment of the award. Resident(s) shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.

30. SIGNIFICANT DAMAGE TO OR DESTRUCTION OF PREMISES:

a. If the Premises or Property are damaged by fire, flood or other casualty, necessitating repairs that require Resident(s) to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option **either** (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, **or** (2) give notice to Resident(s), at any time after such damage occurs or repairs become necessary, terminating this Agreement as of a date to be specified in such notice. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises by Resident(s).

b. If Landlord elects to terminate, this Agreement shall expire and all interest of the Resident(s) in the Premises shall terminate and Landlord shall have no obligation to pay lodging costs or other expenses to Resident(s) after the termination date. If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement in full force and effect, the "Duty to Cooperate" and "Significant Repairs" provisions of this Agreement shall apply.

31. SIGNIFICANT REPAIRS:

a. If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, repairing fire damage, etc.) which require Resident(s) to vacate the Premises for any length of time, Resident(s) must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. To the extent possible, Landlord shall give Resident(s) at least ten days written notice of the need to vacate the Premises, which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises.

b. Resident(s) agrees to vacate the Premises for the time necessary for the work to be completed and, if Resident(s) needs to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident(s) will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident(s) elects to relocate temporarily to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such housing, which shall be at Resident(s)'s sole cost and expense; although Resident(s) shall have no obligation to pay rent during the time the Premises is not available to Resident(s) during the repairs if Landlord is not paying for the alternative

lodging, except as provided below. Resident(s) shall return to the Premises once Landlord advises Resident(s) that the work has been completed. Landlord shall have no obligation to pay for alternative housing or waive rent after Landlord has advised Resident(s) that Resident(s) may return to the Premises.

c. If the work or repairs are required because of the conduct of Resident(s) or the conduct of Resident(s)'s household, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then Landlord shall be relieved of its obligation to pay for alternative accommodations set forth above and Resident(s) shall remain responsible for both rent and the cost of alternative lodging during the time when Resident(s) must vacate the Premises for any work to be completed.

32. **DUTY TO COOPERATE:** Failure to vacate the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement.

33. **SAFETY CONCERNS:**

a. Landlord makes no representations or guarantees to Resident(s) concerning the security of the Premises or the Apartment Community. Landlord is under no obligation to Resident(s) to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident(s) is responsible for planning and taking action with respect to the safety of Resident(s) and their property as if such systems and deterrents did not exist.

b. Landlord may install surveillance cameras in some of the common areas of the Property. These cameras may or may not be monitored and the footage recorded by these cameras may or may not be kept by Landlord for any length of time. Landlord may remove such cameras, or install additional cameras, at any time without notice to Resident(s). Footage from any cameras belongs to Landlord and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage in the sole discretion of Landlord and without the consent of any individuals recorded by such footage.

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

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

34. MEGAN'S LAW DATABASE:

a. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified **registered sex** offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

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

35. **LIABILITY:** Landlord shall not be liable to Resident(s) or to any guests or invitees of Resident (s) for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other condition over which the Landlord has no control.

36. **RENTER'S INSURANCE:** Landlord does not provide insurance for Resident(s)'s personal property or automobile. Renter's insurance is designed to provide Resident(s) with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred if the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Resident(s) from any liability claims resulting from their own personal activities. For example, if Resident(s)'s negligence causes a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. Resident(s) is (*mark one of the following as applicable*):

_____ **required** to obtain renter's insurance in an amount sufficient to cover all personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)'s guests or invitees. Resident(s) shall provide proof of insurance to Landlord upon request

_____ **encouraged** to obtain renter's insurance in an amount sufficient to cover any personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)'s guests or invitees.

37. **PETS:** No pets are permitted without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving ten (10) days' written notice. Except to the extent written permission is given, pets may not be brought upon the Premises, whether such pets belong to Resident(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting," shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a three-day notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact Landlord, before bringing the animal onto

the Premises, and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.

38. **SMOKE DETECTOR(S):** Resident(s) acknowledges that the Premises is equipped with operable smoke detector(s). Resident(s) agrees to not interfere with the presence or operability of such smoke detectors and to report immediately to Landlord, in writing, any defects in the condition of any smoke detectors. Resident(s) further agrees that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident(s) assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident(s) remove the battery of a smoke detector without immediately replacing the battery with a new one.

39. **CARBON-MONOXIDE DEVICES:** If a carbon-monoxide device has been installed within the Premises, Resident(s) acknowledges that the carbon-monoxide device was operable at the time Resident(s) took possession of the Premises. Resident(s) is responsible for notifying Landlord if Resident(s) becomes aware of an inoperable or deficient carbon-monoxide device within the Premises. Landlord shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Resident(s) agrees to not interfere with the presence or operability of any carbon-monoxide device. Resident(s) further agrees that, if the carbon-monoxide device(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident(s) assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident(s) remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.

40. **BARBECUES:** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Landlord may impose additional rules and regulations with respect to barbecues in the House Rules.

41. **SATELLITE DISHES:** If Resident(s) chooses to install an individual satellite dish at the Premises, it must be one meter [approximately 3 feet, 3 inches] or less in diameter or a traditional stick type antenna. Resident(s) may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railings or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises.

a. **Security Deposit.** Resident(s) must pay an additional deposit of \$_____ to cover potential damage to the Premises and Apartment Community. This additional deposit will be returned to Resident(s) after Resident(s) vacates the Premises in accordance with the provisions of California Civil Code Section 1950.5.

b. **Assumption of the Risk.** Resident(s) assumes all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the dish or antenna, including any caused by a failure to securely attach the dish to the Premises.

c. **Renter's Insurance.** Resident(s) must have insurance that covers any and all losses from the installation, operation and removal of the dish. Resident(s) must provide Landlord with evidence of such coverage.

42. **INDEMNITY/HOLD HARMLESS:** Resident(s) agrees to indemnify and hold Landlord harmless, from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage

is caused directly or indirectly by the act, omission, negligence, or fault of Resident(s) or Resident(s)'s guests or invitee(s).

43. POLITICAL SIGNS:

a. A "political sign" is one that relates to any of the following: (i) an election or legislative vote, including an election of a candidate to public office; (ii) the initiative, referendum, or recall process and (iii) issues that are before a public commission, public board, or elected local body for a vote. Resident(s) may only post political signs in the window or door of the Premises in accordance with the provisions of this Agreement. The signs may not be more than six (6) square feet in size; or posted or displayed in violation of any local, state, or federal law. Resident may not install or allow a political sign to be installed that causes any damage to or alteration of the Premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes.

b. Resident may post and shall remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Premises is located. Resident shall be solely responsible for any violation of any local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may not be posted more than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed ten (10) days following the date of the election or vote.

c. Resident is strictly liable for any damages or injury that result from such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).

44. PROPOSITION 65 WARNING: Entering the Premises as well as the common areas in and around the Apartment Community can expose individuals to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, to which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components from [cigarettes, building materials and products, vehicle exhaust pipes, (name sources of exposure)]. California Health & Safety Code Section 25249. For more information, go to <http://P65Warnings.ca.gov>.

45. ASBESTOS DISCLOSURE, OPERATION AND MAINTENANCE PROGRAM:

Applicable only if checked here [] (must be checked if building is constructed prior to 1981 or if Landlord knows or believes there is asbestos on the Premises.)

a. Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) in the Premises and in hallways and other areas in the building in which the Premises is located. Asbestos may also be present in other materials in the Premises and the building, including the insulation fireproofing and floor tiles.

b. Landlord has instituted operations and a maintenance program directed at maintaining the Premises in accordance with any applicable federal and state safety requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance of damage to asbestos-containing material; monitor the conditions of materials and air in

the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Resident(s) and Resident(s)'s invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord's operations and maintenance program, including, without limitation the following:

i. Hazardous materials: Resident(s) shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;

ii. Resident(s) shall notify Landlord immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Premises, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles; or (b) upon the occurrence of any of the activities described in the preceding paragraph.

Signature of Resident(s)

Signature of Resident(s)

Signature of Resident(s)

Signature of Resident(s)

46. LEAD-BASED PAINT DISCLOSURE AND WARNING:

Applicable only if checked here [] (must be checked if building is constructed prior to 1978 or if Landlord knows or believes there to be lead-based print on the Premises.)

a. Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention.

b. Landlord's Disclosure (check appropriate box or boxes).

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.
- Landlord knows that lead-based paint and/or lead-based paint hazards are present in the Premises (*explain*). _____
- Landlord has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Resident(s) with all available records and reports or made such records and reports available to Resident(s)'s upon Resident(s)'s request. (list documents) _____

c. Resident(s)'s Acknowledgment (*check all that apply*):

- Copies of all information listed above, if any, have been made available to Resident(s) upon request.
- Resident(s) have received copies of all information listed above, if any.
- Resident(s) have received the pamphlet Protect Your Family from Lead in Your Home.

Signature of Resident(s)

Signature of Resident(s)

Signature of Resident(s)

Signature of Resident(s)

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

48. EVENTS OF DEFAULT: Resident(s) shall be guilty of material breach of this Lease if Resident(s): (a) fails to pay any rent or other sums payable under this Lease on the date it becomes due; (b) defaults in the performance of or breach of any other provision, term, covenant or condition of this Lease; (c) vacates or abandons the Premises before expiration of the full term of this Lease, or any extension of the term; (d) permits the leasehold interest of Resident to be levied upon or attached by process of law; or (e) makes an assignment for the benefit of creditors.

49. WAIVER: Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising under this Lease shall not be deemed a waiver of Landlord's right subsequently to enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the Parties in the course of the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

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

51. DISCLOSURE REGARDING OWNER/MANAGEMENT: Pursuant to Civil Code Section 1962(a)(1), the current on-site manager (or _____) is authorized to manage the Premises. The telephone number and street address at which personal service may be effected on this person is _____.

The person designated above, so long as he/she is employed at the property, is also the person authorized by the Owner of the Premises (hereinafter "Owner") to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands unless another person is identified here, in which case (s)he is the person authorized to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands:

(list name, address and telephone number of agent for owner if not on-site property manager)

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

53. **ATTORNEY'S FEES:** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising under this Agreement, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorneys' fees, incurred in such litigation, not to exceed a maximum total of \$2,000.00 fees and costs. If any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An unlawful detainer action shall be considered an action relating to this Lease and thus subject to this provision.

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

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

56. **SECTION HEADINGS:** The section headings are inserted only for convenience and are not intended to define or limit the scope or intent of any clause.

57. SEVERABILITY AND PROVISIONS REQUIRED BY LAW: If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease will remain in effect. To the extent any provision of this Agreement is in direct conflict with any provisions of applicable law, such provision is hereby deleted. Any provision specifically required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

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

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

60. CREDIT REPORTING: Resident(s) is notified that Resident(s)'s performance as a tenant of this property may be reported to credit reporting agencies.

61. ELECTRONIC SIGNATURES: The Parties agree that they may enter into this lease transaction by electronic means, although traditional hard copies with wet signatures may be used instead at the option of Landlord. Resident(s) agrees and acknowledges that if Resident(s) is entering into this lease transaction with Landlord by electronic means, doing so is not conditioned on Resident(s)'s agreement to conduct the leasing transaction electronically.

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

- | | |
|--|----------|
| a) _____ House Rules (<i>if checked</i>) | b) _____ |
| c) _____ | d) _____ |
| e) _____ | f) _____ |

63. NON-DISCRIMINATION: There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of the Premises.

64. REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS: A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. If Resident(s) believes Resident(s) or a member of Resident(s)'s household requires an accommodation or modification as a result of a disability, Resident(s) should contact Landlord to begin the interactive process.

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

_____ Resident	_____ Resident	_____ Resident
_____ Resident	_____ Resident	_____ Resident
_____ Resident	_____ Resident	_____ LANDLORD/AGENT