

## Lease Agreement

\_\_\_\_\_ "lessor" and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ hereafter referred to collectively as "Tenant" agree as follows:

1. Property Description: Lessor rents to Tenant and Tenant hires from Lessor the "premises" described as:

\_\_\_\_\_ Type \_\_\_\_\_ Parking \_\_\_\_\_

2. Occupants & Purpose: The premises shall be used solely as a private residence by the undersigned Tenant(s) for no more than \_\_\_\_\_ person(s), and for no other purpose. Occupancy by any guest staying more than three (3) days within any consecutive thirty (30) day period shall be a violation of this provision. No guests allowed during Halloween, from October 27 through November 2, 20\_\_\_\_.

3. This agreement commences on \_\_\_\_\_, 20\_\_\_\_, at twelve o'clock noon and terminate at twelve o'clock noon \_\_\_\_\_, 20\_\_\_\_.

Holding Over shall only be with the written permission of Lessor on a month-to-month basis and rental rate with all other terms remaining the same. Tenant shall be liable for Lessor's expenses resulting from a holding over without prior written permission. In addition, a hold over fee in the amount of \$ \_\_\_\_\_ per day shall be charged until Tenant vacates the premises.

4. Rent: Lessee agrees to pay Lessor, as rent for the leased premises, the base sum of \_\_\_\_\_ in total for the term of the lease. This sum shall be made payable in 12 (twelve) equal installments of \$ \_\_\_\_\_ which shall be payable in advance on the first day of each month beginning June 1 \_\_\_\_\_, through May 1, \_\_\_\_\_. Rent checks shall be paid by check, cashier's check, or money order. A summarized rent schedule is listed below:

1st day of each month beginning June 1, \_\_\_\_\_ through April 1, \_\_\_\_\_. Amount due \_\_\_\_\_.  
Final Payment - May, 1 \_\_\_\_\_ Amount due \_\_\_\_\_.  
June 1, \_\_\_\_\_ -\$0.00

5. Joint and Several Liability: It is expressly understood that this Rental Agreement is between Lessor and each signatory, jointly and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of all rent and all other provisions of this Rental Agreement.

6. Payment & Notices: Only one rent check shall be accepted and receipted for the premises. All rent and notices shall be given or mailed to Lessor at: 8448 Vereda Del Padre Goleta, CA 93117. Notices to Tenant shall be served at the premises. Checks: If any check is uncollectible, Tenant shall pay a \$20.00 bad check charge. Tendering an uncollectible rent check places Tenant in default for payment of rent and must be rectified within three (3) days of notification by Tenant tendering to Lessor a money order or a cashier's check in an amount equal to the rent due plus the bad check charge plus the late rent charges. All further monetary obligations must then be paid by money order or cashier's check.

7. Late Charges: If any rent payment is not postmarked/received by the \_\_\_\_\_ day of the month in which it is due, Tenant agrees pay \_\_\_\_\_ (maximum of 6% of the monthly rent). Acceptance of partial or late payment shall not be deemed a waiver of Lessor's right to the full amount or timely payment of rent.

8. Three Day Notice: If Tenant is in default for nonpayment of rent on the 6th day of the month and Lessor therefore, on that day or thereafter, prepares a Three Day Notice to Pay Rent or Surrender Possession, Tenant shall pay Lessor a charge of \$\_\_\_\_\_.

9. Deposit: A Deposit of \$\_\_\_\_\_ (\$\_\_\_\_\_ per Tenant) is due \_\_\_\_\_ 20\_\_\_\_. Lessor may use therefrom such amounts as are reasonably necessary to (a) remedy Tenant's default in the payment of rent; (b) repair damages caused by Tenant, Tenant's family, guests or invitees; (c) clean the premises, if necessary, upon termination of tenancy and (d) replace property or appurtenances exclusive of ordinary wear and tear. If used for rent or damages during the term of the tenancy, Tenant agrees to reinstate the total deposit upon five (5) days written notice. At any time during the term of this Rental Agreement, and after thirty (30) days prior written notice to Tenant, Lessor may increase the security deposit to the maximum amount permitted by law. No later than three (3) weeks after Tenant has vacated the premises, Lessor shall furnish Tenant with an itemized written statement of the disposition of the deposit and shall return any remaining portion of the deposit to Tenant. Lessor's right of recovery shall not be limited to the amount of the deposit.

10. Condition: Tenant acknowledges that the premises are in good repair, and safe and clean condition unless otherwise indicated on the Inventory & Condition Report. The Inventory & Condition Report must be completed within three (3) days of occupancy, signed by the first Tenant to take occupancy of the premises, and returned to Lessor for signature, attachment hereto, and incorporation herein. If the Inventory & Condition Report is not signed and returned to Lessor within three (3) days of occupancy, then the premises will be conclusively presumed to be in good condition. Upon termination, the premises shall be surrendered in as good a condition as at the commencement of this Rental Agreement, reasonable wear and tear excepted. Lessor shall have the sole right to determine whether the premises have been left in clean condition and in good repair.

11. Alterations: Tenant shall not paint, wallpaper, add or change locks or make any alterations to the premises without Lessor's prior written consent. Upon violation, the premises shall be restored to the original condition at Tenant's expense.

12. Keys: Upon occupancy, Tenant receives ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ keys. Tenant shall pay a charge of \$10.00 for a lost key or any key not returned to Lessor at the termination of this Rental Agreement.

13. Maintenance: Lessor shall maintain the building and grounds of the premises in a decent, safe, and sanitary condition, and shall comply with all laws for rented premises. Lessor shall make all necessary repairs within a reasonable period of time. Tenant agrees to maintain the premises including all furniture, furnishings, glass, screens, appliances, electrical, gas, & plumbing fixtures in good condition and repair and not permit any damage thereto and shall comply with all laws for tenant's maintenance of rented premises. Tenant shall notify Lessor immediately of any defect and pay for all repairs, replacements, and damages caused by the negligence, waste, or misuse of Tenant, Tenant's family, guests, or invitees.

14. Entry: Lessor or Lessor's agent reserve the right to enter the premises in the following cases: (a) in case of emergency; to make necessary or agreed to repairs, decorations, alterations, or improvements, to supply necessary or agreed to services; (c) to exhibit the premises to

prospective or actual purchasers, mortgagees, tenants, workers, contractors, insurance personnel; (d) when Tenant has abandoned or surrendered the premises; (e) pursuant to Court order. Except in cases of emergency, abandonment, or surrender of the premises, Lessor shall give Tenant at least 24 hours notice of Lessor's intent to enter the premises and enter during normal business hours (Mon.-Fri. 8 am to 6 pm) unless Tenant consents to another time of entry.

15. Utilities: Lessor furnishes: ( ) Gas ( ) Electric ( ) Water ( ) Trash Removal ( ) Cable TV  
In cases of rationing or Tenant's negligence or waste, Lessor may bill Tenant for utility costs which exceed normal costs by 10%.

16. Assignment and Subletting: Tenant shall not assign this Rental Agreement nor sublet the premises, nor permit any other person to occupy or use the premises or the building in which it is situated, without the prior written consent of Lessor. Such consent shall not be withheld by Lessor without good reason. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this Rental Agreement. The consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

17. Rules and Regulations: Tenant shall observe all building rules, whenever promulgated, pertaining to the orderly care and use of the premises, the building in which it is situated, and the surrounding buildings and grounds. A copy of the Building Rules in force on the date of the execution of this Rental Agreement is attached hereto and is incorporated herein by reference.

18. Use: Tenant shall not do nor permit any act to disturb, endanger, or inconvenience other occupants of the building in which the premises are situated or neighbors thereof nor violate any law, regulation, or ordinance, nor permit waste or nuisance upon or about the premises. Conviction of any misdemeanor or felony can be cause for eviction. (No live bands or amplified instruments are permitted and Tenant shall pay \$\_\_\_\_\_ for any violation. No parties, or gatherings of more than \_\_\_\_\_ people are allowed on the premises at any time. No illegal drugs, beer kegs, or drinking games are permitted on the premises.

19. Smoke Detectors: The premises are equipped with one or more smoke detection devices. Tenant acknowledges that the operation of the smoke detectors was explained. Tenant agrees to perform the manufacturer's recommended test weekly to insure that the smoke detectors are working properly. If a smoke detector does not work, Tenant agrees to inform Lessor immediately of any defect, malfunction or failure of any smoke detector. Tenant agrees to not tamper with, or remove smoke, or CO alarms or other fire and safety related equipment.

20. Animals: No animal, including visiting pets, shall be kept on or about the premises without Lessor's written consent. If this covenant is violated, Tenant agrees to pay \$150.00 fine; continued violation will result in a \$10.00 per day charge for for each day that the pet remains on or about the premises. Tenant agrees to pay all charges to have the premises professionally rid of fleas (if Lessor determines it is necessary), and any and all charges to correct additional animal related damage. Upon notification by Lessor, Tenant shall immediately and permanently remove all animals from the premises.

21. Waterbeds and Exterior Antenna: Tenant shall not install, or permit to be installed, waterbeds, water filled furniture, or exterior antenna in or about the premises without the prior written consent of Lessor. Lessor shall have the right to require proof of insurance and an additional security deposit of \$150.00. Tenant shall pay all damages caused by any breach of this covenant.

22. Liability and Insurance: Tenant shall hold Lessor harmless from and defend Lessor against any and all claims for liability, loss, obligation, and costs for any injury or damage to any person or property from any cause whatsoever while in, upon or in any way connected with the premises unless due to Lessor's negligence. Tenant shall hold Lessor harmless as to any mechanics lien or

proceeding caused by Tenant. Tenant shall not do nor permit any act which might cause an increase in Lessor's insurance rates. Lessor's insurance does not cover Tenant's personal property or Tenant's negligence.

23. Waiver: The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt of rent by Lessor with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. Any waiver or modification of any covenants or conditions hereto must be in writing and signed by all parties.

24. Default by Tenant: The occurrence of any of the following shall constitute a material default and breach of this Rental Agreement by Tenant; (a) any failure of Tenant to pay the rent or to make any other payment required by Lessor hereunder; (b) the abandonment of the premises by Tenant; (c) a failure by Tenant to observe and perform any other provisions of this Rental Agreement, Building Rules, or other Attachments incorporated herein by reference. In the event of any such default by Tenant, Lessor may terminate this Rental Agreement and regain possession of the premises in the manner provided by the California Laws of Unlawful Detainer. Lessor may recover from Tenant damages in the amounts specified in Civil Code Section 1951.2.

25. Possession: If Lessor is unable to deliver possession of the premises at the commencement of this Rental Agreement, or if during the tenancy Lessor determines that the premises have become uninhabitable through no fault of Tenant, Lessor shall not be liable for any damages nor shall this Rental Agreement be void or voidable, but Tenant shall not be liable for rent when unable to occupy the premises because of the conditions listed above in this section. Upon termination of the tenancy for whatever cause, Lessor shall give notice as required by law concerning disposition of any of Tenant's personal property that remains on the premises. Tenant shall be responsible for all reasonable costs of storing such personal property. The personal property shall be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to Lessor the reasonable costs of storage within the time required by law. Otherwise, Lessor may dispose of or retain such property in any manner permitted by law.

26. Attorney's Fees: In any action or proceeding arising out of this Rental Agreement, the prevailing party shall or shall not (circle one) be entitled to recover from the non-prevailing party all costs incurred including reasonable attorney's fees.

27. Severability and Miscellaneous: This Rental Agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any portion of this Rental Agreement shall not affect the validity of the remaining portions. The headings of the paragraphs of this Rental Agreement are intended only for convenience and are not intended to limit the scope of any paragraph or offset the provisions thereof. Whenever the context of any provision shall require it, the singular number shall include plural numbers, and vice versa and the use of any gender shall include both genders.

28. Entire Contract: TIME IS OF THE ESSENCE. All prior or contemporaneous agreements between the parties are incorporated in this Rental Agreement and the written attachments hereto. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement.

Each Tenant declares that she or he: (a) is completely informed as to all facts relating to this Rental Agreement and as to the rights and liabilities as set forth herein; (b) enters into this Agreement voluntarily; (c) has carefully read each provision of this Agreement including Building Rules, Inventory & Condition Report and all other Attachments hereto; (d) completely understands each provision of this Agreement and agrees to perform all promises, covenants, terms, and conditions contained herein.

