

RESIDENTIAL LEASE
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT
PLEASE READ CAREFULLY

_____, (Hereinafter referred to as "LESSOR"), and the following tenants/occupants
(PLEASE PRINT NAMES AND SOCIAL SECURITY NUMBERS):

- | | |
|-------------------|------------------------------|
| 1. _____
Name | _____ Social Security Number |
| 2. _____
Name | _____ Social Security Number |
| 3. _____
Name | _____ Social Security Number |
| 4. _____
Name | _____ Social Security Number |
| 5. _____
Name | _____ Social Security Number |
| 6. _____
Name | _____ Social Security Number |
| 7. _____
Name | _____ Social Security Number |
| 8. _____
Name | _____ Social Security Number |
| 9. _____
Name | _____ Social Security Number |
| 10. _____
Name | _____ Social Security Number |
| 11. _____
Name | _____ Social Security Number |
| 12. _____
Name | _____ Social Security Number |

(all of whom are jointly hereinafter referred to as LESSEE"), agree as follows:

A. TERM AND LOCATION OF LEASE

The term of this Lease shall commence on _____, 201__, and terminate at noon on _____, 201__.

The property is located at _____ Goleta, CA. 93117.

- It is understood that there are no holdover provisions in this Lease. Lessee/tenants agree to vacate premises, including all personal possessions, by noon of termination date. All items remaining after the termination time will be considered abandoned and will be discarded at Lessor's option.
- In the event one or more of the above tenants/occupants wish(s) to extend the lease term beyond the above termination date, such request **MUST BE MADE IN WRITING on or before November 30th of the above stated lease commencement year.** Said extension shall not be valid until the execution of a written lease extension or lease addendum, a new lease, or a written confirmation from Lessor agreeing to the lease extension request.

B. RENT

- Lessee agrees to pay, and Lessor agrees to accept, as monthly rent for the use and occupancy the sum of _____ dollars (\$ _____ .00). All payments due under

this Lease shall be made payable to _____ and shall be delivered or mailed (unless otherwise directed) to Lessor's office located at: **75 Aero Camino #D Goleta, Ca 93117**.

- THE TOTAL RENT IS DUE AND PAYABLE ON THE FIRST OF EACH MONTH AND IS LATE IF NOT RECEIVED ON OR BEFORE 5 pm OF THE THIRD DAY OF THE MONTH.** In the event that the total rent has not been received by the due date and time, the Lessee agrees to pay a late payment charge of 6% of the total rent due as stated above in (B.1).
- A \$100.00 service fee shall be charged to Lessee for any check returned for nonpayment, plus any additional late payment charges caused by rent being late due to the nonpayment of check. In the event that a check is returned to Lessor due to insufficient funds, the Lessor reserves the right to require that rent be paid only by the following options: Cash, Cashier's Check, or Money Order. Lessor may require this payment method for the remainder of the lease should a check be returned for insufficient funds.
- Each of the Lessees to this Lease understands and agrees that he/she is jointly and severally liable and responsible for the total rent.**
- Last month's pro-rated rent is included in the deposit payment at lease signing and covers June _____ 201__ through June _____ 201__.
- All Lessee checks must clearly state address and/or apartment number, and if for an amount different than the standard monthly rent, the check must contain a notation as to what the check amount is covering. If it is not clearly stated this will result in late rent.

**RENT IS TO BE PAID WITH ONE CHECK MADE PAYABLE TO
NAME LISTED ABOVE, PER UNIT (LEASE) ON THE 1ST OF EVERY
MONTH.**

***Any emergency call our contact number 805-570-2288 and use option #3. You will be fined \$25 for any non-emergency call to our emergency line. ***

RESIDENTIAL LEASE

Initial:

In the event that a statutory 3-day notice is presented to Lessee for non payment of rent, or; a Small Claims is filed; or; the past due account is given to a collection agency; or; any other legal means is taken to ensure payment of rents due or for the collection costs of other monies owed to Lessor, or; if Lessor is required to defend a Lessee filed court action, Lessee shall incur an additional preparation and service charge of \$100.00, plus actual costs, including attorney's fees, incurred in the collection of those monies. If after the termination of this Lease, any monies owed to Lessor remain unpaid for more than (45) days, Lessee and/or guarantor, at Lessor's option, will be turned over to a collection agency. The filing fee will be added to the Lessee's debt

C. SECURITY DEPOSIT

1. Before Lessee may take possession of said premises, and no later than _____, 201__, Lessee shall deposit with Lessor the sum of _____ (\$ _____) **for Deposit**
 And the second payment of _____ (\$ _____) **for Last Months Rent**
 Totaling a sum of (\$ _____)
 to be held by Lessor for the faithful performance by Lessee of this Lease and for the cleaning and repairing of said premises after surrender by Lessee.
2. Security deposit + last month pro-rated rent will be due upon execution/signing of this Lease.
3. At Lessor's option, possession will not be granted and keys will not be issued until all rent payments and security deposits have cleared with the bank. **NO EXCEPTIONS. All monies paid to Lessor within (15) days of occupancy MUST be in certified (money order or cashiers check) form.**
- 3a. A refund of the unused portion of the deposit will be sent within (21) days after the move out day of the Lessees, or the termination date of the lease in **ONE CHECK**. The Lessees will designate, in writing, The recipient of the refund and accounting material. If the Lessee fails to name a "Lessee designated recipient", Lessor will at his option pick one Lessee to receive the written accounting. Any charges incurred by any Lessee, **REMAINING UNPAID AT LEASE TERMINATION**, will be deducted from deposit refund. No additional copies of accounting will be provided to any other Lessee, unless requested in writing. Any inquiries **MUST** be put in writing and submitted to Lessor with in (15) days of receiving deposit information. If refund check is not deposited within 90 days the check will be void.

THE TOTAL SECURITY DEPOSIT WILL BE RETURNED BY ONE CHECK MAILED TO:

NAME		MAILING ADDRESS	
X _____	X _____	X _____	X _____
X _____	X _____	X _____	X _____
X _____	X _____	X _____	X _____

We the above agree on the person designated for Deposit refund.

4. The deposit shall be returned to Lessee after Lessee vacates said premises, less all charges for cleaning and repairing said premises, reasonable wear and tear and damage by the elements excepted, replacing any missing items, and less any other amounts, including delinquent rent, late rent, or returned check fees due under this Lease. Lessor's right to regain possession of said premises for non-payment of rent shall not be affected by the fact that Lessor holds such deposit. Whenever a full refund is not made, an accounting of the security deposit will be supplied by the Lessor to the Lessee within (21) days as specified by California State Law.
5. Any charges for damages incurred during the term of this Lease are due and payable upon presentation of an invoice for such charges to any one of the signatories to the Lease.
6. No right of storage is given by this lease and the Lessor is in no way liable for any loss of personal property by fire, theft, flood or otherwise.
7. Security deposits for apartments (6662 Picasso, 6504 Seville, 734 Embarcadero Del Mar) **DO NOT** include last month's rent.
8. If a person or persons have not signed the lease, they are not entitled to receive a portion of the security deposit refund.
9. Lessor is not obligated to return a Lessee's security deposit or give the Lessee a written description of damages and charges until the Lessee gives the Lessor a written statement of the Lessee's forwarding address for the purpose of refunding the security deposit or to designated lessee in section 3a.

D. PARENTAL GUARANTEE OF LEASE

1. Before Lessee may take possession of said premises each Lessee **MUST** return a completed "Third Party Guarantee of Lease" form, signed and dated by the tenant's parent, guardian, or approved co-signer with a copy of their Drivers License. All Lessees regardless of age, color, creed, or financial situation, must have a lease guarantor. Lessor must approve any exception in writing. **Said Guarantee must be turned in on the date the Lease is signed. ***(Forms on our site)**

E. CONDITION AND MAINTENANCE OF PREMISES

1. Lessee acknowledges that they have examined said premises as well as all equipment and personal property subject to this lease and that they accept said premises, equipment, and personal property as being in good, safe, and clean condition and repair. At time of occupancy, the Lessee will be provided a "Move-In" status sheet to complete, within five days, detailing any and all discrepant conditions. Exceptions to this are: NONE.
2. Lessee agrees to:
 - a. Maintain the leased premises both inside and out, including all glass and screens therewith and shall not permit any damage or waste thereto. **If during the term of occupancy any damage is done to any of the screens or glass on the premises, Lessee agrees to replace damaged screen(s) or glass within 7 days** upon notification by Lessor and on expiration, or sooner termination, of this Lease, Lessee shall surrender premises to Lessor in as good condition as it was on the commencement date of this Lease, reasonable wear and tear and damage by the elements excepted;
 - b. **Maintain the internal area and the external grounds of the premises in a clean, neat and orderly condition** during the term of the Lease. Tenants are responsible to maintain the premises in a bug-free condition. Lessor, at Lessor's discretion with or without notice shall clean outside area of any and all tenant created debris or trash and furniture; and either bill tenant or deduct such charges from tenant's security deposit. The minimum charge for such cleaning shall be \$100.00;
 - c. Immediately notify Lessor of any defects, dilapidation's, or dangerous conditions; and
 - d. Promptly reimburse Lessor for the cost of any repairs to said premises, or the equipment or personal property subject to this Lease, caused by Lessee, Lessee's invitees, licensees, or guests.

F. REPAIRS BY LESSOR

1. Lessor shall, at Lessor's cost and expense, put said premises in a condition fit for occupancy and repair all subsequent dilapidation's of said premises that render them uninhabitable as defined by the Laws of the State of California except deteriorations or damages occasioned by Lessee's want or ordinary care.

G. USE OF PREMISES

1. Said premises are to be used only as a private residence for not more than _____ () persons and for no other purpose without the written consent of Lessor. **TOTAL RENT IS DUE REGARDLESS OF THE NUMBER OF TENANTS WHO MAY OCCUPY THE PREMISES.** More than _____ () persons will increase rent \$ 500 per additional person to sign on the Lease an exception to the foregoing is NONE.
2. **We recommend that Lessee carry renter's insurance to cover their personal possessions and property.** Lessor is not responsible for any of the Lessee's personal belongings during lease term or after lease has terminated.

Initial: _____

3. Lessee shall comply with all statutes, ordinances, and requirements of any governmental agencies having jurisdiction over said premises pertaining to the use of said premises and shall not allow any waste or nuisance to be committed on said premises or in the building.

H. QUIET ENJOYMENT

1. Lessee agrees not to use the premises for any purpose other than residential purposes, and shall not do any act which shall in any way disturb the reasonable use or quiet enjoyment of other occupants of the building in which the premises are located or the occupants of any other building or the public including, but not limited to, loud music, yelling, fighting, domestic disturbances, violations of any laws, and the discharging of fireworks.
2. The Lessee also agrees that there will be no live bands or amplified instruments on the premises. The Lessee further agrees that there will be no more than 20 people on the premises without prior written consent of the Lessor.
3. Lessee shall at all times be responsible for the conduct of their guests, invitees, or licensees while they are on said premises or in and about the building. Violation by Lessee of this paragraph shall be sufficient cause for termination of this Lease by Lessor.

I. RULES AND REGULATIONS

1. **Lessee's occupancy of said premises shall be subject but not limited to the following rules and regulations:**
 - a. **NO PETS!** Lessee shall not bring onto said premises, nor allow into the premises, any pet or animal, including but not limited to dogs, cats, birds, fowl, etc. Violators shall have 24 hours after notification by Lessor to permanently remove such animal(s) from premises and to de-flea said premises should Lessor require same. Failure to do so shall result in a \$175.00 fine and a \$35.00 per day per animal fine, until the animal has been removed. This may result in termination of this Lease. Service animals must be approved before lease signing with all required paperwork requested as well as a letter from roommates approving they accept the pet in the unit.
 - b. Lessee shall advise management, **submitted form online (through Tenant Portal)**, of any items requiring repair as soon as the defect is noted. Notification should be immediate in an emergency, or for normal problems during normal business hours. To the extent permitted by law, Lessee waives all right to make repairs at Lessor's expense; and agrees that all costs of any repairs made by Lessee, without first giving Lessor written notice of the need for repair and ten (10) days to commence said repairs, shall be the obligation of Lessee and construed as additional rent due and owing.
 - c. Costs of repair or clearance of stoppages caused by food, grease, hair, excessive toilet paper, sanitary napkins and inappropriate foreign materials in waste pipes or drains, water pipes or plumbing fixtures and bathtubs or toilets caused by Lessee negligence or improper usage are the responsibility of the Lessee. Should a blockage occur between two units, the two units involved will share the cost of repair. A portion of the cost, to be determined by Lessor, of clearing the drains, when deemed necessary by Lessor, at the termination of tenancy will be charged to the Lessee. **ALL DRAINS HAVE BEEN CLEARED BEFORE OCCUPANCY. ANY AND ALL DRAIN STOPPAGES RESULTING AFTER 10 DAYS OF OCCUPANCY WILL BE THE SOLE RESPONSIBILITY OF RESIDENT.**
 - d. No alterations or improvements shall be made by Lessee without the consent of the Lessor. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Lessee. Lessee shall be liable for any repairs necessary, during or immediately after residency, to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.
 - e. The building must be kept clean, sanitary and free from objectionable odors. Bathtubs, showers, bathroom ceilings and sinks must be cleaned on a regular basis to prevent buildup of mineral deposit, staining and/or mildew. Lessee is responsible for cleaning and maintaining the premises in a mildew free environment, and Lessee expressly releases Lessor of any liability associated with any mold or mildew within the unit.
 - f. The parking areas and/or garage are not to be used for painting, repair or maintenance of any type of motorized vehicle. Lessee is responsible for any and all cleaning costs and/or damages occasioned by oil leaks or other types of vehicle discharges resulting from Lessee's or Lessee's guest's vehicles. A monthly physical inspection of the building and premises may be made by Lessor upon reasonable notice being given the Lessee.
 - g. The activities and conduct of Lessee, Lessee's guests outside of the building on the common grounds, parking areas, or patio areas must be reasonable at all times and not annoy or disturb other persons. No lounging, visiting or loud talking, that may be disturbing to other residents or neighbors will be allowed in the building or grounds between the hours of 10:00 p.m. and 8:00 a.m. or between those hours in accordance with the Isla Vista Noise ordinance, the latter being the governing time.
 - h. All television sets, stereos, radios, or any audio equipment or instruments are to be played at a volume which will not disturb other persons. At no time will speakers be placed in windows, on patios, on decks, or in any way so as to direct sounds outside of the building unless the volume is kept at a minimum. Lessee shall not make or allow any disturbing noises on the premises by Lessee or guests; and shall not permit activities by Lessee or Lessee's guests which will interfere with the rights, comforts or conveniences of other persons.
 - i. **Lessor shall not be responsible for any pesticide spraying or insect or vector control. Any pesticide spraying or vector control shall be the responsibility of Lessee.**
 - j. Garbage is to be placed inside the containers provided and lids should be in place at all times. Plastic trashcan liners are to be used for all garbage and trash receptacles inside the building. Only standard size, indoor trash containers are to be used inside the building. Garbage shall not be allowed to accumulate and is to be placed in the outside containers on a regular basis. Lessee shall remove items too large to fit in the trash containers from the premises. Cardboard boxes should be broken down before putting inside trash containers. **It is Tenants responsibility to make sure all trash is cleaned up and kept in trash receptacles at all times. Containers only to be out on trash days and they must be placed behind building on non-trash days out of street view as per county ordinance.**
 - k. **No interior furniture is to be placed outside of the unit and nothing is to be stored on the patio.** Nothing is to be hung outside of any window, ledge, railing, side of unit, or balcony. Nothing is to be left in the walkway or common areas. (NO SKATEBOARD RAMPS OF ANY KIND are allowed on the property.) No storage of any kind is allowed on the outdoor area of the property. We reserve the right to haul any items that are not within lease regulations. (e.g. Couches, wood structures, hot tubs, trampolines, misc. excess trash, etc.) This will be a minimum charge to the Lessees of \$100 per occurrence. The items will be removed with no warning and there will be an accessed charge.
 - m. Recreational vehicles, i.e. boats, personal watercraft and ATV's, shall not be permitted on the property. There will be a \$175.00 fine for Parking in unauthorized areas, including, but not limited to the lawn.
***Parking on the property anywhere but designated areas for cars is prohibited and could result in being towed. An extra additional penalty of \$50 per day will be charged for offenders and could result in towing of vehicle(s), as well as no parking in the street driveways facing the fence.
 - n. All doors must be locked during extended absence of the Lessee. If someone is to enter Lessee's unit during Lessee's absence, Lessee shall give management permission beforehand, to let any person in the unit and/or provide the name of person or company entering.
 - o. Smoking is prohibited on the premises and inside the unit. Your unit will be charged for picking up cigarette buds left on the property.
 - p. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
 - q. The use of charcoal barbecues is prohibited unless the barbecue is a minimum of six feet from the building. **NO BBQ ALLOWED ON DECKS.**
 - r. Children on the premises must be supervised by a responsible adult at all times.
 - s. The building is supplied with smoke detection/Co2 devices and it is the Lessee's responsibility to regularly test the detector to ensure that the device is in operable condition. The Lessee will inform management immediately, in writing, of any defect, malfunction or failure of such smoke detector. **If at any time, the smoke detectors, batteries, or any other pieces of safety equipment are tampered with, taken down, a fine in the amount of \$50.00, per violation, will be charged to the Lessee.**

t. The unit is supplied with a fire extinguisher, which is to be used only to extinguish fires. It is the Lessee's responsibility to become familiar with its use by reading the instructions on the unit. The Lessee will inform management immediately, in writing, when the extinguisher has been discharged. Recharging the extinguisher is the responsibility of the Lessee. Lessee assumes full responsibility for these fire safety items.

u. Illegal activities prohibited by law are prohibited on these premises, i.e.: use of controlled substances or stolen goods. NO KEGS OR KEGERATORS ARE ALLOWED ON THE PROPERTY AT ANY TIME. **IF THIS RULE IS BROKEN THERE WILL BE A \$500.00 FINE (PER KEG OR KEGERATOR) CHARGED TO THE LEASED PREMISES.** (i.e., TO ALL TENANTS ON THE LEASE) This fine also applies to trash, cups, beer pong tables and any leftover mess from a party that is not cleaned up.

v. Tenants shall assist management in keeping the outside area clean. No littering of papers, cigarette butts, any inside furniture outside (except patio furniture) or trash is allowed. The only type of furniture that is allowed to be placed anywhere outside are those types that are expressly manufactured for outdoor use. Indoor furniture is not permitted outside. This includes, but is not limited to, upholstered couches, chairs, car seats, kegs, unlicensed cars, "junk" parts, mattresses or box springs, towels, wet suits, trash, bottles, beer pong tables, etc. Lessor will remove offending items **WITHOUT NOTICE** and Lessee agrees to pay for their removal and disposal.

w. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance.

x. A washer/dryer **may** be provided in your unit. Lessor reserves the right to raise the cost of washer/dryer loads on coin operated units only. ONLY APPLICABLE FOR UNITS WITH WASHERS AND DRYERS. ANY DAMAGE OR VANDALISM DONE TO WASHER/DRYER WILL BE THE RESPONSIBILITY OF THE LESSEE/TENANT. Any washer or dryer that is unhooked and replaced with Lessee's washer and/or dryer will result in a fine of \$500.00.

y. Tenant shall not change, add, or remove any lock without written authorization of the Lessor. If during the term of tenancy it is necessary to replace a door lock due to key loss, or lock malfunction due to tenant abuse, a replacement charge of \$85 for a door lock will be made. This charge will also apply if all keys are not returned at the termination of the lease. Lessee must make payment for corrective action on demand. A total of _____ () ()FRONT DOOR KEYS/()MAIL KEYS/()LAUNDRY KEYS shall be given to Lessee at time of possession. **There will be a rekey fee of each lock if every original key is not returned at the end of the lease term. The keys must be properly marked with name and address. If they are not properly marked the tenant will be charged \$125.00 each lock. If bedroom door knobs have been replaced with keyed entry the key must be turned in, or the door knob must be returned to the original door knob at move in. If Lessor cannot enter a bedroom after move out, due to a locked door, there will be a charge of \$50.00 to have a locksmith gain entry.** If keys are lost or stolen, a replacement can be obtained at the rental office for \$20.00 per key.

z. Where applicable, for properties on the ocean side of Del Playa, Lessee or Lessee's guests shall never climb on or over the fence that borders the ocean side bluff and shall hold Lessor harmless for any injuries resulting from violation of this paragraph.

aa. **GARAGES CANNOT BE USED AS A BEDROOM UNDER ANY CIRCUMSTANCES - USE AS A BEDROOM IS A VIOLATION OF STATE AND COUNTY CODES.** This is grounds for eviction.

bb. **Notice of Injuries on Premises:** In the event of any significant injury to Lessee, Lessee's family, or Lessee's invitees, licensees, and/or guests, or damage to any personal property in the leased premises or in any common area, written notice of same shall be provided by Lessee to Lessor at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease. **Residents and their guests are not allowed on the roof at any time. Violation of this will result in a \$500.00 fine per person, per occurrence, and the cost of roof repair and/or termination of the lease. (This charge includes items found on the roof left from people climbing on the roof)**

cc. All glass and screens are the responsibility of the Lessee (including acts of vandalism). All glass and screens are present and in good condition upon move-in, unless noted on a maintenance request. Any damage to glass or screen will be repaired by Lessor, **at any time during this lease**, and the total cost of the repair will be charged to Lessee.

J. UTILITIES

- Utilities to be turned on by Lessee/Tenants are:** () water, () gas, () trash removal, () electric () Internet/Cable. Lessee will pay for negligence by failing to report a water leak or by overuse for utilities paid by owners. If a unit includes basic utilities (gas, water, electric) and exceeds the average monthly cost per utility bill the Tenants will be charged the overage above the average that has been determined for each unit based on average bill amounts.
- Lessor shall pay for yard maintenance and regular "garbage" service. **This does not include cleaning trash from the yard. If the gardener does have to clean trash from the yard there will be a \$150 and up charge each occurrence.** Debris remaining at the termination of this lease must be removed from the premises and disposed of by Lessee if it will not fit in the trash container. **THERE IS TO BE NO INSIDE FURNITURE OUTSIDE AT ANY TIME!** Management will haul it away with no notice and a \$150 and up charge to Lessee.
- Lessee shall be responsible for contacting and arranging for any utility service not provided by Lessor. If not turned on in Tenants name by lease start date there will be a \$35 administration fee per month the utility is not in Tenants name plus the cost of the bill which will be billed at that time.

K. ALTERATIONS AND IMPROVEMENTS

- Lessee shall make no alterations or improvements to said premises nor do any painting or redecorating of said premises without the prior express written consent of Lessor. Should Lessee make any alterations or improvements to said premises or do any painting or redecorating of said premises without the prior express written consent of Lessor, or should Lessee damage or depreciate said premises, then the full cost of restoring said premises to their prior condition shall be borne by Lessee and promptly paid, on written demand, to Lessor.
- Any and all alterations and improvements made to said premises by Lessee with the consent of Lessor, including any wall-to-wall carpeting and draperies installed by Lessee, shall become the property of Lessor and shall remain on said premises on expiration or termination of this Lease.

L. HOLD-HARMLESS CLAUSE

- Lessee shall indemnify and hold harmless Lessor and the property of Lessor, including said premises and the Building, free and harmless from any and all liability, claims, loss, damages, or expenses, including attorney fees and costs, arising by reason of the death or injury of any person, including Lessee or any person who is an employee or agent of Lessee or by reason of damage to or destruction of any property, including property owned by Lessee, caused or allegedly caused by some condition of said premises or the Building, the fault of Lessee, or some act or omission, whether negligent or intentional, on said premises of Lessee or any person in, on, or about said premises as a guest, licensee, or invitee of Lessee.

M. WAIVER OF LOSS OR DAMAGE

- Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee or any property of Lessee caused by water leakage, breaking pipes, mold, mildew, theft, vandalism, acts of third parties or any other cause beyond the reasonable control of Lessor. Lessee also understands that in the event there is any damage or loss to the leased premises resulting from vandalism or break-in, Lessor, at Lessor's discretion, may charge Lessee for the cost of repair or replacement of such damage or loss. Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee or any property of Lessee caused by water leakage, breaking pipes, mold, mildew, theft, vandalism, acts of third parties or any other cause beyond the reasonable control of Lessor. Lessee also understands that in the event there is any damage or loss to the leased premises resulting from vandalism or break-in, Lessor, at Lessor's discretion, may charge Lessee for the cost of repair or replacement of such damage

or loss.

The building must be kept clean, sanitary and free from objectionable odors. Bathtubs, showers, bathroom ceilings and sinks must be cleaned on a regular basis to prevent buildup of mineral deposit staining, and/or mildew. Lessee is responsible for cleaning and maintaining the premises in a mold and mildew free environment, and Lessee expressly releases Lessor of any liability associated with any mold or mildew within the unit.

- 2. Lessor shall not be liable to Lessee, Lessee's family or Lessee's invitees, licensees, and/or guests for damages not caused by Lessor or Lessor's agents. Lessor will not compensate Lessee or anyone else for damages caused by any other source whatsoever, and Lessee is therefore strongly encouraged to independently purchase insurance to protect Lessee, Lessee's family, Lessee's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.
- 3. **THE LESSEE UNDERSTANDS THAT THEY ARE IN FULL CONTROL AND POSSESSION OF THE LEASED PREMISES AND THEREFORE MUST TAKE ALL REASONABLE STEPS TO PROTECT BOTH THE LEASED PREMISES AND ITS CONTENTS.**

N. RE-ASSIGNMENT AND SUBLETTING

- 1. Lessee shall not assign this Lease or sublet all or any portion of said premises or allow any other persons to occupy or use premises without the prior written consent of Lessor. Any re-assignment or subletting without the prior written consent of Lessor shall Result in a \$500 fine each occurrence.
- 2. Lessee must turn in a sublease form with Sublette's information and pay a fee of \$75, and must obtain written consent of the remaining occupants. If any assignment is agreed upon, the assignee will be bound by all the terms of this Lease. At no time will there be less than one of the original contract signatories in residence, unless Lessee obtains written consent from Lessor for an exception to this requirement; such consent shall not be unreasonably withheld.
- 3. When Lessee signs the Lease, Lessee will be held responsible for all terms and conditions of this lease, unless a replacement is obtained for the same conditions, subject to Lessor's approval and a fee of \$125 fee each re-assignment. Lessee must follow all guidelines for re-assignment NO EXCEPTIONS!

O. DESTRUCTION OF PREMISES

- 1. Should any part of said premises of the Building in which said premises are located be destroyed by fire, casualty or other cause not the fault of Lessee, Lessor shall promptly repair and restore said premises or the Building to its former condition at Lessor's sole cost and expense. During the making of the repairs and the restoration work, the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from fully occupying said premises under this Lease in Lessee's usual and normal manner; provided, however, that in lieu of making such repairs and performing such restoration work, Lessor may terminate this Lease where either (a) the necessary repair or restoration work cannot reasonably be completed under then applicable governmental laws and regulations within thirty (30) working days after it is commenced, or (b) the loss is not covered by Lessors' then existing fire and extended coverage insurance policies.

P. MULTIPLE OCCUPANCY

- 1. **Should more than one person execute this Lease as Lessee, all such persons shall be JOINTLY AND SEVERALLY liable for all the terms, conditions, covenants, and provisions of this Lease.** Any act or signature of one or more of the persons executing this lease as Lessee and any notice or refund given to or served on one of the persons executing this Lease as Lessee shall be deemed as given to all tenants.

Q. RIGHT TO ENTER

- 1. The Lessor has the right to enter the premises at all reasonable times for the purpose of maintenance, repairs, or to determine if there has been a breach of this agreement. Except in the case of an emergency or abandonment by the Lessee, Lessor will give the Lessee reasonable notice of such entering. Lessor reserves the right to show the premises to prospective Lessees and/or buyers provided Lessor or its agent gives reasonable notice to the Lessee.

R. ACTS CONSTITUTING BREACH BY LESSEE

- 1. Lessee shall be guilty of a material breach of this Lease should Lessee fail to pay any rent or other sum becoming payable under this Lease on the date it becomes due; or default in the performance of or breach any provision, term, covenant, or condition of this Lease.
- 2. Lessees acknowledge that Lessor may have required a rental application, and that the information and representations in said application were the basis upon which Lessor is leasing the premises to Lessee. Lessee further understands that any misinformation or misrepresentation in said rental application shall constitute a material breach of this Lease and give an immediate right to Lessor to terminate this Lease and the tenancy.
- 3. Should Lessee become insolvent and make an assignment of the Lease for the benefit of creditors or allow a judgment rendered against Lessee to stand unsatisfied and unbound for sixty (60) days or more, this Lease and all rights, privileges, and benefits of Lessee under this Lease shall, at Lessor's option, terminate and not become a part of the estate subject to such assignment, judgment or bankruptcy.

S. LESSOR'S REMEDIES FOR BREACH OF LEASE

- 1. Should Lessee be guilty of a material breach of this Lease, Lessor, in addition to any other remedies given Lessor by law or equity, may:
 - a. Continue this Lease in effect by not terminating Lessee's right to possession of said premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
 - b. Terminate this Lease and Lessee's right to possession of said premises and commence action against Lessee to recover from Lessee:
 - i. The worth at the time of award of the unpaid rent which had been earned at the time of the termination of the Lease;
 - ii. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee has proven could have been reasonably avoided;
 - iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - iv. Any other amount necessary to compensate Lessor for all detriment caused by Lessee's failure to perform Lessee's obligations under this Lease; or
 - c. Commence, in lieu of or in addition to the action described in subparagraph (b.) of this paragraph, an action to re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.
 - d. Additionally, Lessor shall be allowed, at Lessor's discretion, but not by way of limitation, to exercise any and all remedies provided Lessor by California Civil Code Sections 1951.2 and 1951.4, and all other applicable California laws.

T. NOTICES

- 1. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served and given when personally delivered to any Lessee that is party to this Lease, or when personally served upon the agent for Lessor, Harwin & Co. at 75 Aero Camino # D Goleta, Ca. 93117. In lieu of such personal service, notice is

proper when deposited in the United States mail, first class postage prepaid, return receipt, addressed to Lessee at the address of said premises or to Lessor's agent at 75 Aero Camino # D, Goleta, Ca. 93117. Either party, Lessor or Lessee, may change his address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

U. ATTORNEY'S FEES

- 1. Should any litigation be commenced between the parties to this lease concerning said premises, this Lease, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in the litigation or in a separate action brought for that purpose.

V. BINDING ON HEIRS AND SUCCESSORS

- 1. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and successors of the parties, Lessor and Lessee, hereto, but Lessor shall construe nothing in this paragraph as consent to any assignment of this Lease by Lessee.

W. TIME OF ESSENCE

- 1. Time is expressly declared to be the essence of this Lease.

X. WAIVER

- 1. It is understood that any waiver of any covenants and/or conditions of this Lease must be in writing and that such a waiver in no way nullifies Lessor's right to enforce any other term of this Lease. Any violations of the terms or conditions of this Lease shall be considered a breach of said Lease and grounds for termination of said Lease. At Lessor's option, Lessor's waiver of any breach of this Lease shall not be considered to be a continuing waiver of any subsequent breach, nor a waiver of any rental provisions.

Y. PARAGRAPH HEADINGS

- 1. The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Z. SOLE AND ONLY AGREEMENT

- 1. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said premises or the leasing of said premises and any equipment or personal property subject to this Lease to Lessee by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting said premises, the equipment or personal property subject to this Lease, or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

MEGAN

MEGAN'S LAW NOTICE PURSUANT TO SECTION 2079.10

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290.4 of the penal code. The database is updated on a quarterly basis and a source of information about the presence of individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through "900" telephone service.

BB. ACKNOWLEDGMENTS

- 1. WE HAVE READ AND UNDERSTAND THIS LEASE.
- 2. OUR SIGNATURES BELOW INDICATE THAT WE AGREE WITH THE TERMS AND CONDITIONS OF THIS LEASE AS THEY ARE SET FORTH ABOVE, AND THAT WE HAVE RECEIVED A COPY OF THIS LEASE.
- 3. WE UNDERSTAND THAT ALL OF THE TERMS OF THIS LEASE AGREEMENT ARE INCLUDED IN THIS DOCUMENT. LESSOR AND LESSEE MUST SIGN ANY WRITTEN MODIFICATION.

Executed on the _____ day of _____, 201____, at Goleta, County of Santa Barbara, and State of California.

LESSOR:

By: _____
75 Aero Camino #D Goleta, Ca. 93117

Owner: _____

**ALL FORMS MAY BE FOUND ON OUR WEBSITE
WWW.HARWINCOSB.COM**

LESSEES: Please print your name **CLEARLY; sign your name;** and print your parent or guardian's name, address and telephone number.

PRINTED NAME SIGNATURE & DATE PARENT/GUARDIAN NAME & ADDRESS & PHONE #

1. _____

2. _____

Initial: _____

3.

4.

5.

6.

7.

8.

9.

10.

NOTES:
