

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

Aniket V. Wattamwar, Akash A. Butala, Deepak P. Nayak, Soham S. Kulkarni, Sanket S. Shahane

and us, the owner/agent/ representative:

Fairgrove Property Management

You've agreed to rent the property located at

2550 College Place - 107
Fullerton, CA 92831

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 14 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on 07/01/2023 and end on 06/30/2024 And thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

1.3 RENT AND CHARGES

You shall pay \$2,995.00 per month for base rent.

Your total monthly rent due will be:

Rent Income \$2,995.00

Total: \$2,995.00

Every month you must pay your rent on or before the 1st day of each month with a **three** day grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: 6 Percent of Recurring Rent Only

Daily late fee: \$0.00

A charge of \$25.00 will apply as a processing fee for every paper check submitted for rent. A charge of \$25.00 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.4 MOVE-IN SPECIAL

MOVE-IN SPECIAL N/A. If this Agreement is a Fixed Term Lease, and Resident does not fulfill all Terms, any discounts or concessions provided at inception of tenancy shall be deemed void, and Resident will repay Owner such discounts/concessions.

1.5 PRO-RATED RENT

The pro-rated rent amount of is due on the first day of the following month after move in.

1.6 SECURITY DEPOSIT

Owner is to retain from the Resident \$2,000.00 , this is to be held as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents.

After Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner. Owner may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to return the unit to the same level of cleanliness it was in at the inception of the tenancy, as provided by law and by this Agreement. The unused portion of this deposit shall be returned to Resident without interest, according to law.

1.7 UTILITIES

Owner shall pay for the following utilities:

water and Trash

Resident shall pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

1.8 KEYS AND LOCKS

You will be provided the following keys:

2 apartment keys, 1 mailbox key, 1 gate openers

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

IF ANY KEYS, REMOTES, STICKERS, OR KEY CARDS ARE LOST, STOLEN, OR BROKEN, YOU MAY BE CHARGED UP TO \$150.00 FOR A REPLACEMENT.

1.9 POLICY ON LOCKOUTS

Lessor is not responsible if you lose your keys or lock yourself out of your apartment.

If your complex has a resident manager, they will assist you if a lock-out occurs between 8:00 A.M. and 10:00 P.M. and the business office between 8:00 A.M. - 5:00 P.M. if there is no resident manager on the complex.

For lock-outs after business hours, be prepared to pay an assistance fee which will based on time of day and travel time.

If the resident managers are not available or it is after business office hours it is then your responsibility to contact a locksmith, at your own expense, in order to gain entrance to your apartment.

Damages to doors, screens, windows or any part of your unit caused by attempts to get into your apartment will be your direct responsibility and you will be charged for same.

1.10 TERMINATION/HOLDING OVER

If this Agreement is a month to month tenancy, either party may terminate the tenancy by the service of at least a 30 days written notice

if the tenancy is less than one year, or by the service of the Owner of at least 60 days written notice if the tenancy is one year or longer at the time of service of the notice. If this Agreement is a Fixed Term Lease, it shall continue as a periodic tenancy upon the expiration date of the Fixed Term Lease, unless a party has provided 30 days written notice of their intent not to renew. If resident intends to vacate at the expiration of Fixed-Term lease, 30 days written notice of intent to vacate is required. **Any holding over thereafter shall result in resident being liable to owner for "RENTAL DAMAGES" AT CURRENT FAIR RENTAL MARKET VALUE.**

1.11 POSSESSION OF PREMISES

In the event Owner is unable to deliver possession of the premises to Resident for any reason not within Owner's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner in the event Resident chooses to terminate this Rental Agreement.

1.12 ACCEPTANCE OF PREMISES

Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory, all locks are fully functional and all required window screens are in place and in good condition. Paint, wall covering, carpet and floor coverings are clean and undamaged. The premises are clean and undamaged and are free of pests, bedbugs or other vermin. Resident shall immediately inform owner in writing of any exceptions.

1.13 DEFAULT

In the event of a default by Resident, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, any and all costs incurred to re-rent the premises, including any and all costs incurred for repairs and any and all advertising fees, rental fees and/or marketing fees incurred, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law.

Pursuant to CC1785.26, Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law. In the event of the sale or refinance of the property, if Owner presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

1.14 TELEPHONE CONTACT

Occasionally, it is necessary that we contact a resident for pertinent reasons or in the event there is an emergency. We, therefore, require that all residents list their telephone numbers with the rental office.

Please be assured that your number is held in the strictest confidence and will not be given out to anyone without your expressed consent.

Aniket V. Wattamwar

Financially Responsible
(657) 525-9745
(779) 820-2348 (Mobile)
aniket.wattamwar17@gmail.com

nachiket V. wattamwar

Co-signer
(646) 290-1450 (Mobile)
wattamwarnachiket@gmail.com

Akash A. Butala

Financially Responsible
+919604334311 (Mobile)
akash.butala.365@gmail.com

Deepak P. Nayak

Financially Responsible
+919769640020 (Mobile)
dpaknayak321@gmail.com

Soham S. Kulkarni

Financially Responsible
(657) 525-9265 (Mobile)
soham7kulkarni@gmail.com

Sanket S. Shahane

Financially Responsible
(714) 213-6332 (Mobile)
shahanesanket24@gmail.com

By initialing below, you acknowledge and agree to the terms in Section 1.

X SSS
Sanket S. Shahane

X AVW
Aniket V. Wattamwar

X AAB
Akash A. Butala

X SSK
Soham S. Kulkarni

X DPN
Deepak P. Nayak

X NW
nachiket V. wattamwar

2. Policies and Procedures

2.1 ANIMALS/WATER FILLED FURNITURE/SATELLITE DISH

Without Owner's prior written permission, as an addendum to this Agreement, **no animal, pet or water-filled furniture, liquid-filled furniture or satellite dish** shall be allowed on or about said premises.

2.2 QUIET ENJOYMENT/USE

All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music & TV. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner may take legal action to terminate the Agreement and remove Resident.

2.3 CARE AND MAINTENANCE RESIDENT OBLIGATIONS

Resident shall, at Resident's sole expense, keep the premises clean, in good order and repair and free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material. Resident shall clean, shampoo and repair floor coverings periodically at Resident's expense. All costs and expenses incurred in relation to clogged drains, toilets, leaking pipes, or any other plumbing stoppage or repair shall be the responsibility of the Resident, unless the stoppage is found to be in the main line. Resident shall maintain and repair the window screens, garbage disposal, window and door locks, and all interior fixtures and improvements, at Resident's sole expense. Resident shall immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Except as provided by law, the Resident shall do no repairs, decorating or alterations without the Owner's prior written consent. Consent may require that only a licensed, insured and bonded contractor perform such work. Resident will be charged, as additional rent, for any tenant caused maintenance or service call appointment missed, resident shall immediately reimburse Owner/Agent for any cost charged to them. The appliances in the unit may include stove, oven, dishwasher, garbage disposal, central A/C heating, wall heater, and fireplace, which are maintained by the owner. Other appliances such as refrigerator, washer, dryer, window air conditioner units, and microwave if provided are in "AS IS CONDITION". If they required servicing or replacement, it is the responsibility of the Resident.

2.4 LIABILITY/DAMAGE RESPONSIBILITY/INDEMNITY

Except for Owner's gross negligence or willful misconduct Resident shall indemnify, protect defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines levies, judgements, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner and Owner shall cooperate with Resident in such defense. Owner need not have first paid any such claim in order to be defended or indemnified.

Resident agrees to hold Owner harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guest of invitees, or occurring on the premises rented for Resident's Exclusive use. Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's Property or effects arising out of water leakage, broken water pipes, or theft, or other cause beyond the reasonable control of Owner. This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this agreement.

Owner shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Resident's negligence. Resident is encouraged to carry a standard renter's policy or as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Owner.

2.5 PEST CONTROL

Upon demand by Owner, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation, or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to and actually does vacate the premises. If your property is on a monthly pest control-spraying program we have provided the Resident with a list of chemicals that the Pest Control Company may use.

2.6 JOINT AND SEVERAL LIABILITIES (CO-RESIDENT)

If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remain in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from another Resident, no right to have another person substituted in their stead shall exist.

2.7 SUBLEASING/ASSIGNMENT

No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

2.8 VEHICLES AND PARKING

Owner reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle, boat, trailer or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage,

operable, and currently registered. Assigned parking spaces, carports or garages are intended for resident use only. No sharing, assigning or sub-leasing of assigned parking spaces, carports or garages is allowed. Assigned carport and/garage are as followed:

Carport #0

Garage #N/A

Parking: Park cars, motorcycles in assigned garages, carport or space only. Garages must be kept closed and locked.

Automobile Oil Leakage: All parking spaces must be kept free of oil, grease, etc. leaking from automobiles. If it becomes necessary for management to clean up a parking space the **LESSEE** will be charged a cleaning fee. Management has the right to have you park on the street if leaks are not fixed.

Guest Parking: All parking is assigned on the premises. Guests must use visitor parking (applies only to complexes with visitor space). Otherwise advise your guests they must park on the street.

Storage: No items can be stored in carports or spaces except in the built-in storage box, where provided. Storage is limited and must not interfere with parking in the garage. No vehicle may be stored on the property, including storing your vehicle in your garage.

Vehicles: All vehicles must be in street running order, with current registration. If parking sticker is required, it must be posted at all times. Vehicles must be moved every 24 hours.

Mechanical Work: of any type on any vehicle, is **prohibited**.

Car Washing: damages driveways, creates a mess and wastes precious water and therefore is not allowed on the property.

No motorcycles or mopeds are to be stored on patios, balconies, in apartments, under stairways or in any other area except as designated by the Owner.

Commercial and recreational vehicles, boats, trailers and inoperable or un-registered vehicles shall not be parked on the premises.

2.9 METHOD OF PAYMENT

Monthly rent, pro-rated rent, additional deposits or any other charges or fees assessed or demanded shall be paid through the Online Tenant Portal or Electronic Cash Payment using a reusable PaySlip provided upon request only. **NO CASH** will be accepted. After a 3-Day to Pay or Quit or 3-Day to Perform or Quit has been served upon you, payment of any monies **MUST BE** made in the form of Money Order(s) or Cashier's Check. **NO CASH** and/or **NO E-CHECK payments** will be accepted after a notice has been served. If any payment is returned for non-sufficient funds (NSF) or unpaid for any reason **MUST BE** replaced by payment in the form of Money Order(s) or Cashier's Check within 24 hours of being notified by management.

2.10 GENERAL

1. **Noise:** Resident(s) shall not make nor permit any disturbing noises in their apartment (including balconies/patios) or elsewhere on the premises. Radios, television, music players, musical instruments or any other noise producing devices shall not be played so as to disturb neighbors at any time, especially between the hours of 10 p.m. and 8 a.m., as a courtesy to neighbors. Music with heavy bass or synthesizer sound is easily transmitted through walls/floors and is particular irritating to neighbors.
2. **Displays:** Posters, signs, decorative flags, bottles in windows or exterior areas of buildings is prohibited.
3. **Painting, Remodeling, And Minor Carpentry:** Written permission from management must be obtained before any alterations/additions are done.
4. **Light Bulbs:** Light bulbs are installed at start of the rental period by the lessor. It shall be the **Lessees** responsibility to replace burned out bulbs inside the apartment, **EXCEPT** Fluorescent bulbs.
5. **Animals:** Dogs, cats or other animals (includes visiting animals) are not allowed on the premises at any time. Animals are allowed only with prior written consent from the owner. Animal must be kept on a leash when outside the apartment at all times, and Resident(s) is/are responsible for all cleanup of animal droppings. Size of animal may be determined and regulated by Owner. An additional deposit for each animal may be required. Animals not on a lease will be removed from the premises by local authorities.

2.11 ALTERATIONS AND IMPROVEMENTS

Patio/Balconies: Owner reserves the right to set the standards for balcony and patio appearance. Storing of cartons, appliances, stuffed furniture or other objectionable items on the balcony or patio is prohibited. Owner must approve of outdoor shades prior to purchase. Shade covering must be free standing and may not be attached to any aspect of the property. For safety reasons, items such as plants are not permitted on railings or ledges. Hanging plants or other items from stucco ceilings, walls or fire sprinkler heads are not permitted. Towels, clothing, rugs, bedding, etc., may not be draped over railings as this affects the overall appearance of the property. Residents may not make any alterations or additions in or to the premises including, without limitation, painting, wall-papering, shelving and flooring.

Personal items: Must be put away inside of Resident's apartment. **Items continually left lying or sitting around in any common area may**

be confiscated. Baseball, football, soccer, Frisbee, playing is not allowed on property.

Stairs/Sidewalks: Keep clear of plants, toys, and trash. Check with you Manager about bicycle privileges. NO PLAYING ON STAIRS. NO CHALK WRITING ON SIDEWALKS.

By initialing below, you acknowledge and agree to the terms in Section 2.

X SSS X AVW
Sanket S. Shahane Aniket V. Wattamwar

X AAß X SSK
Akash A. Butala Soham S. Kulkarni

X DPN X NW
Deepak P. Nayak nachiket V. wattamwar

3. Responsibilities

3.1 RIGHT OF ENTRY

Owner or his/her agents or employees may enter the premises: a) In case of emergency, or b) When Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workman, appraisers or contractors, provided Resident is given reasonable notice of Owner's intent to enter, with entrance during normal business hours (8:00a.m. to 6:00p.m., Monday through Saturday, except holidays). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present, however, entry is not conditioned upon such presence and Resident agrees to hold **Owner harmless for such entry**.

3.2 SMOKE AND CO DETECTION DEVICES

The premises are equipped with a functioning smoke and carbon monoxide detection device(s), and Resident acknowledges the device(s), at the time of occupancy, were tested and were working properly at the time. Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner in writing. Owner shall have the right to enter the premises to check and maintain the smoke and carbon monoxide detection device as provided by law.

3.3 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.

3.4 CREDIT

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations

3.5 ARBITRATION

ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject,

however, to the following:

A) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations;

B) The arbitrators' jurisdiction extends to all punitive damage claims and class actions;

C) Each party to bear their own respective fees and costs relative to the arbitration process;

D) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner and Resident, and all such fees and costs must be advanced prior to the arbitration; E) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner's rights in the event of Resident's breach or default under this agreement, including without limitation Owner's right to bring an action for Unlawful Detainer under the laws of the State of California.

3.6 TERMINATION: CLEANING AND REPAIRS

Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. Prior to surrendering possession of the premises, Resident shall cause the entire rental unit and the carpets to be professionally cleaned using a licensed and insured cleaning professional. All holes in walls, scratches and other damage must be professionally repaired, patched, textured and painted to match existing surfaces. If this is not done, Resident expressly agrees that Owner shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner's discretion to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The reasonable costs incurred by the owner for such services may be deducted from Resident's security deposit. If Owner is required to perform a pre-move out inspection, or perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation may be deducted from the Resident's security deposit, or as allowed by law. In the event the deposit is not sufficient enough to pay all the expenses and charges at the termination of the tenancy, Resident shall immediately, upon written notice, pay Owner any additional sums necessary to pay all such charges in full.

3.7 ATTORNEY'S FEES/WAIVER OF JURY TRIAL

If any legal action proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed \$500 to the prevailing party in any action proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

3.8 GENERAL

Any monetary obligation due from Resident to Owner, however characterized, shall be deemed additional rent for purposes of the service of any notice. Tenant will be charged a reasonable cost of conducting a pre-move-out inspection. Any monetary obligation will be deducted first, from a rent payment, which could make your rent payment short and delinquent and you would be subject to late fees and possible legal action. **No oral agreements have been entered into, and this Agreement to Rent or Lease shall not be modified unless such modification is in writing.** The terms of a periodic tenancy may be modified by the Owner by service of a 30-day written notice. The breach of any of the terms, covenants or conditions in this Agreement to Rent or Lease shall be deemed to be a material breach of this Agreement to Rent or Lease, and shall give the Owner all rights of termination. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all the parties hereto shall be jointly and severally liable hereunder.

3.9 SECURITY

Resident acknowledges that Owner has made no representation that the property is a "secure" complex, or that Resident is safe from theft, injury or damage. Gates, fences and locks are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, person or events occurring on or about the general premises.

3.10 MAINTENANCE/GENERAL UPKEEP

1. Resident shall report any maintenance needs to management office, especially when delay might cause further damage. Expense of damage to plumbing, electrical apparatus, stopped up waste, drainage overflow, and repair of windows, drapes and walls will be

charged to Resident(s) if caused by misuse. Resident shall, at Resident's sole expense, keep the premises clean, in good order and repair, and free of trash, mold mildew and unsightly material. Resident shall clean, shampoo and repair floor covering periodically, at Resident's expense. All costs and expenses incurred in relation to clogged drains, toilets, leaking pipes or any other plumbing stoppage or repair shall be the responsibility of the Resident, unless stoppage or leakage is found to be in the main line. Resident shall maintain and repair window screens, garbage disposal, window and door locks, and all interior fixtures and improvements, at Resident's sole expense. Resident shall immediately notify Owner, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. In the event Owner elects to perform repairs on Resident's behalf, Resident shall immediately reimburse Owner for the costs expended. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner's prior written consent, which consent may require that only a licensed, insured and bonded contractor perform the work.

2. **Plumbing and Disposal:** residents must exercise care in operating kitchen and bathroom plumbing in order to avoid stoppages. Toilet tissue only in the toilets please. Bones will not go through the disposals. Potato peels, celery, cornhusks, grease or greasy food items will possibly jamb the disposal. Residents will bear the cost of plumbing repair caused by their negligence and or hair and grease clogs.
3. **Landscape:** The lawns are provided as green belts. Resident is responsible to maintain lawn, flowerbeds, shrubs inside their own patio, front & back yards. Resident must report any sprinkler issues to management. Resident must return the landscaping in the same condition as how it was received. Failure to water and/or maintain lawn and flower beds will be considered a breach of contract, and can lead up to lease termination.
4. **Playing:** in the common areas such as walkways, driveways, and parking areas is dangerous and is prohibited. The use of roller skates/ blades, skateboards, scooters, and bicycles is prohibited inside the complex.
5. **Trash Area:** All boxes are to be broken down before putting inside bin. **NO FURNITURE, APPLIANCES, MATTRESSES, TV'S COMPUTERS OR LARGE ITEMS ARE TO BE LEFT BESIDE THE DUMPSTER (RESIDENT IS TO MAKE THEIR OWN ARRANGEMENTS TO HAVE THESE ITEMS HAULED AWAY AT THEIR OWN EXPENSE).**
6. **Garage Sales are prohibited.**
7. **Alcohol consumption is prohibited in all common areas and garages.**

Apartment rules and regulations are incorporated into the Agreement to Rent or Lease and shall be observed by Resident(s) and their guests. New rules or revisions may be adopted upon giving written notice to Resident(s).

By initialing below, you acknowledge and agree to the terms in Section 3.

X SSS
Sanket S. Shahane

X AW
Aniket V. Wattamwar

X AB
Akash A. Butala

X SSK
Soham S. Kulkarni

X DPN
Deepak P. Nayak

X NW
nachiket V. wattamwar

4. Laundry Facilities

4.1 UPKEEP

The entry door to the laundry room is to be kept closed and locked at all times.

Turn lights off when not in use.

Laundry room is for use by lessee designated in the rental agreement and for their laundry only. If it should be necessary for someone to assist lessee with laundry, submit this information in writing to lessor before such use.

Clean dryer lint screen before and after each use.

Remove clothes promptly upon completion of washing or drying.

Use by or for persons not designated in rental agreement will result in:

- prosecution for theft of services against the user and/or lessee responsible for such use,
- loss of lessee's laundry room privileges, and/or
- eviction of the lessee responsible for such use.

The following will be considered a violation of this policy without any further evidence:

- Taking out "clean" laundry from an apartment of the laundry room to an area outside of the apartment building by lessee or other persons.
- Persons other than the designated lessee using the laundry facilities without prior written authorization.

Revocation of laundry room privileges or unavailability of laundry facilities does not reduce the monthly rent.

By signing below, you acknowledge and agree to the terms in Section 4.

X *Sanket Suresh Shahane*

Lessee

IP Address: 76.32.69.158
06/27/2023 06:11pm PDT

X *Aniket Vijay Wattamwar*

Lessee

IP Address: 174.29.191.39
06/28/2023 06:48am PDT

X *Akash Avinash Butala*

Lessee

IP Address: 162.252.136.127
06/28/2023 07:38am PDT

X *Soham Sandeep Kulkarni*

Lessee

IP Address: 76.32.69.158
06/28/2023 10:04am PDT

X *Deepak Pradeep Nayak*

Lessee

IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X *Nachiket wattamwar*

Co-signer

IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

5. Mold Prevention and Control Agreement

5.1 MOLD PREVENTION AND CONTROL AGREEMENT

This addendum contains important information and should be read carefully.

Inspection: It is Owner/Agent's desire to maintain a quality living environment for all occupants. In meeting this objective, please be advised that Owner/Agent has inspected the unit prior to your occupancy and knows of no plumbing leaks, wet or damp building materials or areas, and knows of no musty smells, mold or mildew contamination. Resident acknowledges that Resident has performed an inspection of the unit and knows of no plumbing leaks, wet or damp building materials or areas, and knows of no musty smells, mold or mildew contamination.

Notification: Owner/Agent advises that molds are simple microscopic organisms, which are found virtually everywhere indoors and outdoors. Resident should be aware that moisture is necessary for and can contribute to mold growth. If moisture is allowed to accumulate in the unit, it can contribute to mold growth. Resident will be faced with the prospect of having to be sensitive to and control sources of moisture in the unit. Notification and reporting of any conditions to the Owner/Agent shall only be made using the procedure set forth in the Notification and Reporting Procedure section below. For your protection no verbal notices can be accepted.

It is important that you report any signs of moisture intrusion in the unit promptly. Resident agrees to notify Owner/Agent of leaks, such as roof, plumbing, or window leaks, immediately. Resident further agrees to immediately notify Owner/Agent of any overflows from kitchen, bathroom, or laundry room facilities.

Resident should also be aware that proper ventilation is also important. Resident agrees to promptly report to Owner/Agent any non-working heating, ventilation, or air conditioning system.

Resident agrees to use bathroom fans while using the shower or bathing or to open ventilation windows in the bath to allow moisture to escape. Resident shall promptly report to Owner/Agent any non-working fan or bathroom ventilation window. Resident should be cognizant that shower curtains allowed to drip on the floor and shower head over spray can saturate flooring and cabinetry materials contributing to mold growth. Resident agrees to clean and dry any visible moisture on surfaces following showering or bathing.

Resident also agrees to use exhaust fans or vent systems when cooking. Resident shall promptly notify Owner/Agent of any non-working fan or vent system. Resident agrees to clean and dry any visible moisture, including moisture from spills, steam, or condensation, as soon as reasonably possible.

Resident agrees to use reasonable care to prevent outdoor moisture from precipitation, such as rain, from entering the unit by closing windows, sliding glass doors, exterior doors.

Resident agrees to be conscious of and control other common household sources of mold. Owner/Agent cannot be held responsible for mold growth caused by humidifiers, animals, and indoor plants. Resident agrees to keep the unit clean. Regular cleaning and disinfecting of hard surfaces such as counter tops and showers with non-polluting cleaners and anti-microbial agents as well as regular vacuuming and dusting can help retard mold growth.

Notification and Reporting Procedure: All reports of mold, mildew, moisture intrusion, overflows, and non-working heating and air conditioning systems, bathroom fans, bathroom ventilation windows, kitchen fans, or kitchen vent systems shall be made in person, and in writing, to Owner/Agent's representative at the following location:

On Site Manager's office, or

Fairgrove Property Management, Inc.

2355 Main Street Suite 120

Irvine, CA 92614

Reports must be made in person in writing at this location using the form (Maintenance Request Form) that Owner/Agent's representative will provide Resident at the time of making the report. Resident must fill out the form completely, sign, and date the form. Resident shall deliver the form in person to Owner/Agent's representative in person. Owner/Agent's representative will sign the form to acknowledge receipt and will provide Resident with a copy. Owner/Agent will **not** recognize any other methods of notification and reporting.

Indemnification: Resident further agrees to defend, indemnify and hold harmless, Owner/Agent, Owner/Agent's subsidiaries, affiliates and all related entities, predecessors and successors in interest and assigns, and Owner/Agent's past, present and future agents,

subcontractors, material men, employees, insurers, and attorneys from any future actions, claims, damages, loss, injuries, attorney's fee's, and costs resulting from the action or inaction of Resident, any other occupant of the unit, and/or Resident's guests, agents, or employees in cleaning and maintaining the unit or failure of Resident to timely report conditions to the Owner/Agent. Resident shall not be responsible for the sole negligence or intentional misconduct of Owner/Agent.

Aniket V. Wattamwar, Akash A. Butala, Deepak P. Nayak, Soham S. Kulkarni, Sanket S. Shahane

By signing below, you acknowledge and agree to the terms in Section 5.

X Sanket Suresh Shahane

Lessee IP Address: 76.32.69.158
06/27/2023 06:12pm PDT

X Aniket Vijay Wattamwar

Lessee IP Address: 174.29.191.39
06/28/2023 06:48am PDT

X Akash Avinash Butala

Lessee IP Address: 162.252.136.127
06/28/2023 07:38am PDT

X Soham Sandeep Kulkarni

Lessee IP Address: 76.32.69.158
06/28/2023 10:04am PDT

X Deepak Pradeep Nayak

Lessee IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X Nachiket wattamwar

Co-signer IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

6. Required Insurance Addendum to Lease Agreement

6.1 PROOF OF RENTERS INSURANCE

Proof of Renters Insurance is required PRIOR to move in, keys will not be issued

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- Required – (Personal Liability) \$100,000 Limit of Liability for Lessee’s legal liability for damage to Lessor’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage (“Required Insurance”).
- Optional - lessee may choose to add coverage for Personal Property

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. Lessee will immediately notify Landlord of any policy changes. The following criteria must be met:

- 1.) Fairgrove Properties at 2355 Main Street Suite 120, Irvine, CA 92614 must be listed as an Additional Interested Party on the insurance policy.
- 2.) All persons financially responsible on lease agreement must be listed as an Insured on the policy provided to the Lessor.

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee’s choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required.

As used in this Addendum: “Lease” may be interchangeable with “Lease Agreement”; “Lessee” may be interchangeable with “Resident” or “Tenant”, and “Lessor” may be interchangeable with “Landlord” or “Owner”.

Failure to maintain the minimum requirements listed above will constitute as a direct violation of the lease agreement and Management may terminate your lease, in addition lessee will be financially responsible for all terms agreed upon regarding breaking the lease agreement listed on page 1.

By signing below, you acknowledge and agree to the terms in Section 6.

X *Sanket Suresh Shahane*

Lessee

IP Address: 76.32.69.158
06/27/2023 06:12pm PDT

X *Aniket Vijay Wattamwar*

Lessee

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X *Soham Sandeep Kulkarni*

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06/28/2023 10:04am PDT

X *Deepak Pradeep Nayak*

Lessee

IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X *Nachiket wattamwar*

Co-signer

IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

7. Smoke Alarm and Carbon Monoxide Detection/Alarm Agreement

7.1 SMOKE ALARM AND CARBON MONOXIDE DETECTION/ALARM AGREEMENT

This agreement is entered into as of the undersigned date by and between **Fairgrove Property Management** "Owner" and Aniket V. Wattamwar, Akash A. Butala, Deepak P. Nayak, Soham S. Kulkarni, Sanket S. Shahane "Resident(s)," and all others in possession of the premises located at
2550 College Pl
Fullerton, CA 92831

Owner and Resident(s) mutually agree as follows:

1. This agreement is an addendum and part of the agreement to rent or lease between Owner and resident(s).
2. To the extent required by law, the premises are equipped with smoke alarm(s) and carbon monoxide detector/alarm(s) (hereinafter the "device" or the "devices").
3. Resident(s) acknowledges that the devices were tested in the presence of resident(s) and the devices were operating properly.
4. Resident(s) acknowledges that resident(s) shall perform the manufacturer's recommended test at least once per week to determine if the devices are operating properly.
5. Resident(s) understands that the devices are battery-operated, and it shall be each resident(s) responsibility to: Ensure that the battery is in operating condition at all times; replace the battery as needed (unless otherwise provided by law); and if, after replacing the battery, the devices do not work, to inform the owner, in writing immediately.
6. Resident(s) must inform owner immediately in writing of any defect, malfunction or failure of any device.
7. Resident(s) shall not tamper with, deface, disconnect or damage the devices, and shall take reasonable care to ensure that the devices remain operational.
8. In accordance with California law, resident(s) shall allow owner access to the rental unit to inspect the devices and as otherwise provided by Civil Code 1954.

By signing below, you acknowledge and agree to the terms in Section 7.

X *Sanket Suresh Shahane*

Lessee

IP Address: 76.32.69.158
06/27/2023 06:12pm PDT

X *Aniket Vijay Wattamwar*

Lessee

IP Address: 174.29.191.39
06/28/2023 06:49am PDT

X *Akash Avinash Butala*

Lessee

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X *Soham Sandeep Kulkarni*

Lessee

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06/28/2023 10:04am PDT

X *Deepak Pradeep Nayak*

Lessee

IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X *Nachiket wattamwar*

Co-signer

IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

8. Smoke Free Addendum

8.1 SMOKE FREE ADDENDUM

Resident and all members of Residents family or household are parties to a written lease with Owner/Agent (the Lease). This Addendum states the following additional terms, conditions and rules which is incorporated into the Lease.

1. Purpose of Addendum: The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

2. Smoke-Free Premises: Resident(s) agrees and acknowledges that the premises to be occupied by Resident and members of Residents household have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe, or any other device containing any tobacco product, or any leaf, weed, plant, or other products. Resident and members of Residents household shall not smoke anywhere in the unit rented by Resident(s), or the building where the Residents dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident(s) permit any guests or visitors under the control of Resident(s) to do so. Should Owner/Agent authorize smoking on the premises, the designated areas to do so, are indicated below.

- Smoking is prohibited on the entire property, including individual units, common areas, carport and parking areas, and every building and adjoining properties. All Residents, Guests, and/or Visitors must exit the front of building and smoke from a suitable area as to not disturb other Residents on the property.

3. Resident to Promote No-Smoking Policy: Resident shall inform Resident's guests of the no-smoking policy. Further, Resident shall promptly give Owner/Agent a written statement of any incident where tobacco smoke is migrating or drifting into the Residents unit from sources outside of the Residents apartment unit.

4. Owner/Agent Not Guarantor of Smoke-Free Environment: Resident acknowledges that Owner/Agent adoption of a smoke-free living environment, and the efforts to designate the rental complex/property as smoke-free, do not make the Owner/Agent or any of its managing agents the guarantor of Residents health or of the smoke-free conditions of the Residents unit and the common areas. However, Owner/Agent shall take reasonable steps to enforce the smoke-free terms of its leases and to make complex smoke-free. Owner/Agent is not required to take steps in response to smoking unless Owner/Agent knows of said smoking or has been given written notice of said smoking.

5. Other Residents are Third-Party Beneficiaries of Residents Agreement: Owner/Agent and Resident(s) agree that the other Residents at the complex are the third-party beneficiaries to this Addendum. Therefore, Resident(s) commitments in this Addendum are made to the other Residents as well as the Owner/Agent. A Resident(s) may sue another Resident(s) for an injunction to prohibit smoking or for damages, but does not have the right to evict another Resident(s). Any suit between Resident(s) herein shall not create a presumption that the Owner/Agent breached this Addendum.

6. Effect of Breach and Right to Terminate Lease: A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Owner/Agent.

7. Disclaimer by Owner/Agent: Resident(s) acknowledge that the Owner/Agent adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Owner/Agent or management would have to a Resident(s) household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building, common areas, or Residents premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident(s) acknowledges that Owner/Agent's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident, Residents guests, and Visitors. Resident(s) with respiratory ailments, allergies, or any other physical or mental conditions relating to smoke are put on notice the Owner/Agent does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

8. Effect on Current Resident(s): Resident(s) acknowledges that current Residents in the complex under a prior Lease will not be immediately subject to the No-Smoking Policy. As current Resident(s) move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

The undersigned Resident(s) acknowledges having read and understood the foregoing, and receipt of this Lease Addendum.

By signing below, you acknowledge and agree to the terms in Section 8.

X *Sanket Suresh Shahane*

Lessee

IP Address: 76.32.69.158
06/27/2023 06:12pm PDT

X *Aniket Vijay Wattamwar*

Lessee

IP Address: 174.29.191.39
06/28/2023 06:49am PDT

X *Akash Avinash Butala*

Lessee

IP Address: 162.252.136.127
06/28/2023 07:38am PDT

X *Soham Sandeep Kulkarni*

Lessee

IP Address: 76.32.69.158
06/28/2023 10:04am PDT

X *Deepak Pradeep Nayak*

Lessee

IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X *Nachiket wattamwar*

Co-signer

IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

9. Sign and Accept

9.1 DISCLAIMER

BY SIGNING THIS AGREEMENT THE PARTIES HERETO INDICATE THAT THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL THE TERMS, COVENANTS AND CONDITIONS STATED THEREIN. THE PARTIES HEREBY AGREE THAT THE TERMS OF THIS RENTAL AGREEMENT ARE REASONABLE AND EFFECTUATE THE INTENDED PURPOSE OF THE PARTIES.

RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT WITH ALL ADDENDA. IF THIS AGREEMENT IS FOR A FIXED TERM, THE TERM SHALL AUTOMATICALLY CONTINUE ON A MONTH TO MONTH BASIS ABSENT ANY NOTICE TO THE CONTRARY.

X *Sanket Suresh Shahane*

Lessee IP Address: 76.32.69.158
06/27/2023 06:12pm PDT

X *Aniket Vijay Wattamwar*

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X *Soham Sandeep Kulkarni*

Lessee IP Address: 76.32.69.158
06/28/2023 10:05am PDT

X *Deepak Pradeep Nayak*

Lessee IP Address: 76.32.69.158
06/28/2023 01:22pm PDT

X *Nachiket wattamwar*

Co-signer IP Address: 111.125.237.20
06/28/2023 10:28pm PDT

X *Silji Vazquez*

Lessor IP Address: 76.169.21.246
07/06/2023 02:13pm PDT