

NEW LEASE COVER PAGE

Apartment #1

Property: Sierra Vista Apartments

Property Address: 939 East Washington Ave, El Cajon, CA 92020

Dates of Lease: February 4, 2016 (month-to-month)

Rent: \$1,350.00

Deposit: \$500.00

Names of Occupants:

Mariam M. Shamoun

Youland S. Yalda

Pet: No

TOTAL MONTHLY RENT: \$1,350.00

TOTAL DEPOSIT: \$500.00

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Mariam M. Shamoun and Youland S. Yalda	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 939 East Washington Ave #1, El Cajon, CA 92020	Move in date February 4, 2016		Move out date	

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

CODES:

D - Dirty

P - Paint

R - Repair

S - Scratched

RR - Remove/Replace

MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
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KITCHEN

Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under Sink			
Windows			
Screens			
Curtains/Blinds			
Elec. fixtures			
Light bulbs			

STOVE/OVEN

Stove-Outside			
Burners			
Drip Pans			
Vent			
Timer/Controls			
Oven Surfaces			
Oven Racks			
Broiler Pan			
Light			

REFRIGERATOR

Inside (all parts)			
Outside			

DISHWASHER

Outside/Controls			
Inside (all parts)			

LIVING ROOM

Walls			
Ceiling			
Doors			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Floor			
Closet			
Elec. Fixtures			
Light bulbs			
Fireplace			

MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
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1st BATH

Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Elec. Fixtures			
Light bulbs			

2nd BATH

Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Elec. Fixtures			
Light bulbs			

DINING ROOM

Walls			
Ceiling			
Drapes/Blinds			
Shades/			
Closet			
Doors			
Floor			

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



Landlord's Initials:



Resident's Initials:

Sierra Vista Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
GARAGE/CARPORT				
Elec. Fixtures				
Light bulbs				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

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

- According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
- (1) The compensation of a landlord for a tenant's default in the payment of rent
 - (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
 - (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 - (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

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

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

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

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

RESIDENTIAL LEASE/RENTAL AGREEMENT

DATED: **FEBRUARY 2, 2016**

VARIABLE LEASE TERMS:

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Sierra Vista Apartments.			
UNIT NUMBER: 1	UNIT TYPE: 2 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 939 East Washington Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 2/4/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	
TERMINATION DATE: N/A (month-to-month)		<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00 , until terminated as specified elsewhere in this Agreement.	
RESIDENT(S):			
NAME (First, Middle Initial, Last): Mariam M. Shamoun		NAME (First, Middle Initial, Last): Youland S. Yalda	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last): Silver W. Polus			
LANDLORD NAME: Sierra Vista Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Adriana Valdez	ADDRESS: 939 East Washington Ave, El Cajon, CA 92020		TELEPHONE NUMBER: (619) 987-8235
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,350.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) PET RENT:			
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Sierra Vista Apartments, 939 East Washington Avenue, El Cajon, CA 92020, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____. <input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____ <input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.	

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. _____ Mailbox No. 0 Keys/openers to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: _____.		
<input type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: _____ Reports or records pertaining to asbestos hazards in the Residence or Property: <input type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: _____.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: _____. <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____. The estimated date of completion is _____. Construction will normally be limited to the following _____		



Landlord's Initials:

A.V.
 DA30CDB8

Resident's Initials:

M.S.
 DB89DD89

Y.Y.
 9B3107FE

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input checked="" type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input checked="" type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input checked="" type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be 0% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input checked="" type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____ % of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input checked="" type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input checked="" type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input checked="" type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be 0% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials:

A. V.
DA30CBB8

Resident's Initials:

M. S.
DB89DD89

Y. Y.
9B3107FE

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

☐ (If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____.

For any **Authorized Occupant formula**, Residents share is calculated by comparing the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

☐ (If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

☒ (If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

☐ (if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer**. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

☐ (if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are payable within **10** days of the statement date. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to _____

(list name, address, phone number, days of week and hours available).



Landlord's Initials:

A. V.
DA30CBB8

Resident's Initials:

M. S.
DB89DD89

Y. Y.
9B3107FE

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:

CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$500.00	\$0.00	-
Base Rent from <u>2/4/2016</u> through <u>3/3/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,350.00	\$0.00	\$1,350.00	2/4/2016
Application Fee	\$90.00	\$90.00	\$0.00	-
TOTAL	\$1,940.00	\$590.00	\$1,350.00	2/4/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:

CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>3/4/2016</u> through <u>3/31/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$1,215.00	-	\$1,215.00	3/1/2016
TOTAL	\$1,215.00	-	\$1,215.00	3/1/2016

☐ (If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bedbug Addendum	<input checked="" type="checkbox"/> Cleaning Guidelines
<input checked="" type="checkbox"/> Cover Page	<input checked="" type="checkbox"/> Guaranty	<input checked="" type="checkbox"/> Guidelines for Community Living
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Preventative Maintenance	
<input type="checkbox"/> Emergency procedures and information.		

Created on **February 2, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

1. **PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".

2. **AGREEMENT.** You rent the Residence from us.

3. **TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis

after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).

- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at least thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

4. **RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.

5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. **SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:

- Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
- Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
- Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
- Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by

law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

- 7. LATE CHARGES AND DEFAULT INTEREST.** You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.
- 8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:
- We have no obligation to give you possession of the Residence; and
 - We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

- 9. APPLIANCES.** Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

- 10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.
- 11. ASSIGNMENT BY LANDLORD.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.
- 12. AUTOMOBILE WASH AND REPAIR.** If permitted on the Property, automobile washing and oil changing may be done only in designated areas.
- 13. BALCONIES, PATIOS AND WINDOWS.** Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.
- 14. BARBEQUE GRILLS.** If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.
- 15. BEDBUGS AND PESTS.** Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature

bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement

when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
- If renter's insurance is required** (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.
- 34. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.
- 35. LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.



- 36. LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence

- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us

written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.
 - Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.



- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.
- 66. LEAD WARNING INFORMATION.** If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed

properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by Mariam M. Shamoun
Tue Feb 2 07:10:12 PM PST 2016
Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident) _____ Date



Signed by Youland S. Yalda
Tue Feb 2 07:10:12 PM PST 2016
Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident) _____ Date



Signed by Adriana Valdez
Tue Feb 2 07:19:28 PM PST 2016
Key: DA30CBB8; IP Address: 68.8.3.217

(Owner/Agent) _____ Date



Landlord's Initials: **A.V.**
Resident's Initials: **M.S.** **Y.Y.**



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **February 4, 2016** between **Sierra Vista Apartments** "Owner/Agent" and **Mariam M. Shamoun and Youland S. Yalda** "Resident" for the premises located at **939 East Washington Ave #1, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

M.S.
DB89DD89

Y.Y.
9B3107FE

(Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:

- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
- Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.

2. Resident shall report any problems immediately. Specifically, Resident shall:

- **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



Landlord's Initials:

A.V.
DA30CDB8

M.S.
DB89DD89

Y.Y.
9B3107FE

Resident's Initials:



- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



Signed by Mariam M. Shamoun
Tue Feb 2 07:10:31 PM PST 2016
Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident)

Date



Signed by Youland S. Yalda
Tue Feb 2 07:10:32 PM PST 2016
Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident)

Date

NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>



Landlord's Initials:

A.V.
DA30CDB8

Resident's Initials:

M.S.
DB89DD89

Y.Y.
9B3107FE



GUIDELINES FOR CLEANING, PAINTING, CARPET/VINYL, AND REPAIRS

If, before moving out, the Resident does not clean the items listed below and leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the actual costs; the prices given for the items listed below are estimated, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:

Sq. Feet

Example Item \$100.00

Other potential charges associate with carpet/vinyl cleaning:

- Flea removal = an additional \$50 or more (any size unit)
- Heavily soiled carpet/vinyl = an additional \$25 or more (any size unit)
- Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- Fumigation = \$50-\$100
- Contact paper removal = \$50 or more
- Trash removal = \$50 or more
- Touch-up painting = \$25/hour or current rate at time of move-out
- General repairs = \$25/hour or current rate at time of move-out

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the actual costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 95.8%	9 months = 62.5%	18 months = 25%
2 months = 91.7%	10 months = 58.3%	19 months = 20.8%
3 months = 87.5%	11 months = 54.2%	20 months = 16.7%
4 months = 83.3%	12 months = 50%	21 months = 12.5%
5 months = 79.2%	13 months = 45.8%	22 months = 8.3%
6 months = 75%	14 months = 41.7%	23 months = 4.2%
7 months = 70.8%	15 months = 37.5%	24 or more months = 0%

Carpet/Vinyl:

Carpet/Vinyl that is damaged (above and beyond normal wear and tear) before it's full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%



Landlord's Initials:

A. V.
DA30CCH8

M. S.
DB89DD89

Y. Y.
9B3107FE

Resident's Initials:

Sierra Vista Apartments

11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	Drip pan rings \$2-\$10	Mirrors \$50-\$350
Blinds \$5-\$75	* Fire extinguisher \$50-\$75	* Patio doors \$150-\$350
Broiler pan set \$10-\$35	Fridge shelves \$25-\$40	Patio screens \$35-\$75
* Ceiling fan \$75-\$150	* Garage door \$200-\$500	* Shower doors \$150-\$350
* Countertops \$100-\$250	Garage opener \$25-\$100	Shower rod \$5-\$20
Door keys \$25-\$100	Ice trays \$2-\$10	Smoke detector \$30-\$50
Door Lockset \$35-\$50	Light bulbs \$2-\$5	Tiles (each) \$5-\$10
Doors-exterior \$100-\$375	* Light fixtures \$75-\$100	Towel rack \$10-\$20
Doors-interior \$40-\$100	Mailbox keys \$15-\$35	Window glass \$75-\$150



Signed by Mariam M. Shamoun

Tue Feb 2 07:10:48 PM PST 2016
Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident)

Date



Signed by Youland S. Yalda

Tue Feb 2 07:10:48 PM PST 2016
Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident)

Date



Signed by Adriana Valdez

Tue Feb 2 07:19:55 PM PST 2016
Key: DA30CBB8; IP Address: 68.8.3.217

(Owner/Agent)

Date

R.A. Snyder Properties, Inc., 2399 Camino Del Rio South, Suite 102, San Diego, CA, 92108, (619) 297-0274

www.rasnyder.com



Landlord's Initials:

A.V.
DA30CBB8

Resident's Initials:

M.S.
DB89DD89

Y.Y.
9B3107FE



GUARANTY

"Landlord": **R.A. Snyder Properties, Inc.**

and "Resident(s)": **Mariam M. Shamoun and Youland S. Yalda** agree as follows:

- 1) In consideration of the Landlord entering into a certain Rental Agreement on or about **February 4, 2016**, for the lease of the premises known as **939 East Washington Ave #1, El Cajon, CA 92020** with Resident, the Guarantor, **Silver W. Polus**, does hereby agree to guarantee unconditionally to Landlord, its successors or assigns, prompt payment by the Resident of the rent, late charges, and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future to the Landlord pursuant to the terms of the Rental Agreement in the manner and at the time prescribed therein, and the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations and related obligations arising by reason of the Rental Agreement required to be performed, satisfied, or observed by the Resident ("Guaranty").
- 2) This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Rental Agreement or by any permitted assignment or subletting of all or any part of the interest of Resident in the Rental Agreement. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of the Landlord to enforce any or all of the rights or remedies of the Landlord whether pursuant to the terms of said Rental Agreement or at law or in equity.
- 3) This Guaranty is a continuing one and shall terminate only upon payment by Resident of all the rent and other sums due under said Rental Agreement and upon performance by Resident of all duties and obligations contained in the Rental Agreement. This Guaranty extends to any and all liability which the Resident has or may have to the Landlord by reason of matters occurring before the signing of the Rental Agreement by the parties, or commencement of the terms of the Rental Agreement, or by matters occurring after the expiration of the term of the Rental Agreement, by reason of removal of the Resident's property, surrender of possession, or other matters.
- 4) The undersigned waives notice (a) of any default by Resident (i) in payment by Resident of any of the rent or other sums hereby guaranteed (ii) in the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations, and related obligations arising by reason of the Rental Agreement, required to be performed, satisfied, or observed by the Resident, (b) of acceptance by Landlord of this Guaranty.
- 5) The Guarantor consents that the Landlord may, without notice to Guarantor from time to time, extend the time for performance or otherwise modify, alter, or change the Rental Agreement in any or all of its provisions thereof and may extend the time for payment of the rent and all other sums hereby guaranteed and may compromise, settle, or otherwise release the Resident from full performance hereunder and may receive and accept notes, checks, and other instruments for the payment of money made by the Resident and agree to extensions and renewals thereon without in any way releasing or discharging the Guarantor of its obligations under this Guaranty. Notice of presentment of any such note and/or notice of default in the payment thereof and/or protest or notice of protest thereof is expressly waived by the Guarantor.
- 6) The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional and unlimited. The Landlord cannot be required to pursue any remedies the Landlord may have against the Resident or against any security deposit or other collateral as a condition to the enforcement of this Guaranty. Nor shall the Guarantor be discharged or released by reason of discharge or release of the Resident for any reason, including a discharge in bankruptcy, receivership or other proceeding, a disaffirmation or representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of the liability of the Resident or remedy of the Landlord. The Guarantor assumes all responsibility for being and keeping itself informed of the Resident's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Resident under the rental Agreement. The Guarantor agrees that the Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risk.
- 7) The Guarantor subordinates any and all claims that the Guarantor has or may have against the Resident by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause. The Guarantor agrees not to assert any claims by reason of subordination under this Guaranty, until such time as the payment and other obligations of the Resident to the Landlord are fully satisfied and discharged.
- 8) In the event any action should be commenced by the Landlord against the Guarantor to enforce any of the terms or conditions of the Guaranty, the Landlord shall be entitled to recover from the Guarantor hereunder, in any action in which it shall prevail, its reasonable attorney's fees as well as all costs awarded by the court.



Landlord's Initials:

A.V.
 DA30CDB8

M.S.
 DB89DD89

Y.Y.
 9B3107FE

Resident's Initials:



- 9) This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall bind the successors, legal representatives and heirs of the Guarantor.
- 10) Nothing contained herein shall be construed as creating a Landlord / Tenant relationship between the Landlord and the Guarantor. The Guarantor is not granted or entitled to any possessory interests in the premises.
- 11) Venue for any action or proceeding arising out of this Guaranty shall be in **San Diego** County in the State of **California**. This Guaranty shall be governed by and interpreted under the laws of and enforced in the courts of the State of **California**, County of **San Diego**.

NOTICE: Guarantor's obligations hereunder extend to, but are not limited to, all renewals of the original lease term and month-to-month extensions, and includes damages that occur as a result of the Resident wrongfully holding over, committing waste, abandoning personal property, and any other costs and expenses incurred by the Landlord until the tenancy is terminated.

IN WITNESS THEREOF, the undersigned Guarantor has executed this Guaranty on this **2nd** day of **February**, in the year **2016**.



Signed by Silver W. Polus

Tue Feb 2 07:11:02 PM PST 2016
Key: DA48A4C5; IP Address: 68.8.3.217

Silver W. Polus (Guarantor)

Date



Signed by Mariam M. Shamoun

Tue Feb 2 07:11:02 PM PST 2016
Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident)

Date



Signed by Youland S. Yalda

Tue Feb 2 07:11:04 PM PST 2016
Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident)

Date



Signed by Adriana Valdez

Tue Feb 2 07:20:04 PM PST 2016
Key: DA30CBB8; IP Address: 68.8.3.217

(Resident Manager)

Date



Landlord's Initials:

A.V.
DA30CBB8

Resident's Initials:

M.S.
DB89DD89

Y.Y.
9B3107FE

GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **February 2, 2016** for Apt #1.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Adriana Valdez

Tue Feb 2 07:20:25 PM PST 2016
Key: DA30CBB8; IP Address: 68.8.3.217

(Owner's Representative)

Date



Signed by Mariam M. Shamoun

Tue Feb 2 07:12:22 PM PST 2016
Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident)

Date



Signed by Youland S. Yalda

Tue Feb 2 07:12:23 PM PST 2016
Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident)

Date



Landlord's Initials:



Resident's Initials:



PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **February 4, 2016** between **Sierra Vista Apartments** (Owner/Agent) and **Mariam M. Shamoun and Youland S. Yalda**, (Resident) for the premises located at **939 East Washington Ave #1, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by Mariam M. Shamoun

Tue Feb 2 07:12:29 PM PST 2016

Key: DB89DD89; IP Address: 68.8.3.217

Mariam M. Shamoun (Resident)

Date



Signed by Youland S. Yalda

Tue Feb 2 07:12:31 PM PST 2016

Key: 9B3107FE; IP Address: 68.8.3.217

Youland S. Yalda (Resident)

Date



Signed by Adriana Valdez

Tue Feb 2 07:20:31 PM PST 2016

Key: DA30CBB8; IP Address: 68.8.3.217

(Owner/Agent)

Date

SV18858741-1071



Landlord's Initials:

A.V.
DA30CBB8

Resident's Initials:

M.S.
DB89DD89

Y.Y.
9B3107FE



PREVENTATIVE MAINTENANCE

Dear Residents:

We encourage you to assist us in a Preventative Maintenance Program regarding your home at Sierra Vista Apartments. You can help us to keep all aspects fully functional by focusing on some problem areas:

Bathroom Tile: Mold and mildew build-up may be caused by lack of ventilation in your bathroom. Make sure to leave the bathroom door open daily to keep the walls and ceiling free of moisture. To clean the walls and ceiling: use soapy water with a little bleach added and wash vigorously. After the areas are dry, spray weekly with Lysol (an antibacterial spray) to prevent it from returning. If you suspect a leak as the cause, please report it to the Management Office immediately.

Garbage Disposal Use: To keep your disposal in good working condition, run a full stream of cold water while using the disposal and also for a few seconds afterward. You can occasionally sharpen the blades by running the disposal with a couple of ice cubes in it.

Some items that should never be put into the disposal are: Coffee grounds, egg shells, tea bags, celery, artichoke leaves, candles, utensils, bones, corn husk, chicken skin, rice, beans.

Sinks/Drains: Problems can result when the wrong things are poured down your drains. Keep your drains clear by not using:

- Grease: Grease should be collected in a container and put in the garbage can.
- Paper towels/rags: Discard these items in the garbage. Do not put in toilet.
- Toilet paper in toilet: Placing large amounts of toilet paper in the toilet does not give it time to dissolve, resulting in overflows.
- Motor oil or lubricating oils: Gas stations will accept used oils for recycling.
- Excess hair: Remove hair from sink or tub; do not rinse down the drain.

Microwaves: Do not put anything metal in microwaves. This would include spoons, pots and pans with metal trim, recycled paper towels which have trace metals, aluminum foil, metal twist ties, poultry pins, meat thermometers, and also some styrofoam plates which may have trace metals.

Please keep these items in mind and call if you suspect a problem. We appreciate your help in maintaining the daily functions of your home!

Sincerely,

Sierra Vista Apartments Management