

not less than 60 days prior to the Conclusion Date. The new lease shall contain substantially the same terms as this Lease except that the rent shall be as required by Owner in accordance with applicable regulations. Owner does not allow any month-to-month tenancies. The failure of Tenant to request and execute a new lease within the timeline described herein shall constitute notice of Tenant's intention to vacate the Premises.

16. **KEYS AND ENTRY FOBS:** Upon payment of the first Rent installment Tenant shall receive 1 Suite key, 1 Room key, 1 mail key and 1 building entry fob. All keys and fobs must be returned on or before the Conclusion Date. Tenant shall not, without Owner's prior written consent, re-key or install any locks, chains or deadbolts to the Premises or install or alter any burglar alarm system. Tenant shall not make copies of any keys or fobs or retain any keys or fobs after the Conclusion Date. Tenant will be responsible for any charges associated with replacing keys or with re-keying when the re-key is necessary as a result of Tenant's actions. In the event where a Tenant locks him or herself out of his or her Suite or Room, and the assistance of any of the management staff is required there will be a \$50 charge. Tenant will be required to show photo identification to the manager before the manager can let the resident in.
17. **NO SMOKING / NO DRUGS:** Smoking is prohibited in all areas of the Complex. Tenant shall not smoke any substance in or on the Premises at any time. Tenant shall comply with all applicable regulations, including those regarding distance from residential windows and building entrances and littering if smoking in the public right of way adjacent to the Complex. Due to the legal restrictions on smoking in Berkeley, smokers are strongly encouraged not to rent the Premises. Tenants that smoke on the Premises are subject to citations and penalties per City of Berkeley Municipal Code Section 12.70.35 and 12.70.37. Tenant shall not use, store, sell, manufacture or grow any Schedule I or controlled substance in the Premises or the Complex. Tenant shall not grow any amount of marijuana in the Premises.
18. **QUIET ENJOYMENT:** Residents are entitled to quiet enjoyment of the Premises. Tenant shall not use the Room, Suite or Complex in such a way as to: (1) violate any laws, (2) violate any House Rules, (3) commit waste or nuisance, or (4) annoy, disturb, inconvenience or interfere with the quiet enjoyment, peace, and safety of any neighbors or others with a right to be on the Premises. Tenant at all times shall be responsible for the conduct of guests and invitees while on the Premises. Three disturbance complaints from other tenants or neighbors during the Term of this Lease shall constitute a breach of this Lease.
19. **CONDITION OF ROOM AND SUITE:** The Room and Suite and all furnishings, including appliances, carpets and window coverings, are accepted as being in good order, condition and repair, except as may be noted in the move-in walkthrough. Tenant must notify Owner of any pre-existing problems, defects or damage within three days of moving in. Tenant agrees to immediately notify Owner in writing of any defects, damages, dilapidation or dangerous condition arising during the Term of the Lease, including any that may affect the habitability of the Premises. Tenant shall, at Tenant's expense, keep and maintain the Room and Suite in clean, orderly, sanitary and good condition at all times and shall not permit the Room and Suite, including woodwork, doors, walls, fixtures, furnishings, appliances or exterior surfaces contained therein to be damaged, depreciated or altered in any manner, and shall pay for any loss, breakage, or damage thereto, whether caused by Tenant or guest of the Tenant, excepting only damages caused by the Owner. Normal wear and tear is excepted. Under no circumstances shall the accumulation of dirt in any form be considered normal wear and tear. Tenant shall be responsible for damage to the Complex caused by Tenant's action, or by the action of any associate or acquaintance of the Tenant. Tenant shall reimburse Owner, on demand, for the cost of any repairs to the Premises that are