

# MONTH-TO-MONTH LEASE AGREEMENT

This Month-To-Month Lease Agreement (hereinafter referred to as the "Agreement"), is made and entered into, and shall become effective on 05/01/2024, by and between Angel Alberto Contreras Chiroque (hereinafter referred to as the "Landlord"), whose address is 7136 Jamacha Rd, San Diego, California 92114 and contact number is (213)284-2271 and Jose Figueroa (hereinafter referred to as the "Tenant"), whose current home address is 1220 La Presa Ave, Spring Valley, California 91977 and contact number is (619)627-5728.

## ***WITNESSETH:***

***WHEREAS***, the Landlord of the real estate property being, lying and situated at 7136 Jamacha Rd Unit#B, San Diego, located in the County of San Diego in the State of California with the ZIP code of 92114 (hereinafter referred to as the "Premises") shall include the following items:

none

## ***MONTH-TO-MONTH***

The rental of the Premises shall be on a month to month basis, commonly known as a "Month-To-Month Tenancy," and may be terminated by providing advance written notice of at least 30 days, to become effective on the last day of the next rental period. *TIME IS OF THE ESSENCE* as to each provision of the Month-To-Month Tenancy.

## ***RENT***

The monthly rent for the Premises shall be \$1,500.00 due on the first day of each calendar month. Rental payment shall be made payable to Angel Alberto Contreras Chiroque and sent to the aforementioned Landlord address. In addition, a Security Deposit in the amount of \$750.00 shall be paid in advance prior to Tenant taking possession of the aforementioned property.

## ***UTILITIES, HEATING & A/C***

The Tenant shall pay, as they become due, all monthly utility bills for water, gas and electricity charges that are furnished to the Premises and presently metered separately. The Landlord agrees that s/he shall furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the premises as stated above) during regular heating season, all in accordance with the applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any cause beyond the reasonable control of the Landlord, such as an accident, mechanical failure, restriction by City, State or Federal regulations, or during times of maintenance or repair to the apparatus shall not (pursuant to applicable law) form a basis for any claim for damages against the Landlord.

## ***POSSESSION OF PREMISES***

Upon the signing of this Agreement, and the payment of the aforementioned Security Deposit and first month's rent, the Landlord shall deliver full possession of said premises to the Tenant on 05/01/2024. The Premises shall be free of all occupants and of all personal property, except any such property which may be included within the Agreement. If despite reasonable efforts

the Landlord is unable to deliver full possession of the Premises on the date the Agreement shall begin, the Landlord shall not be held liable to Tenant for any loss or damage, and the Tenant shall not be liable to the Landlord for any rent until possession of the Premises is delivered. Either party may terminate this Agreement by written notice if possession has not been delivered within 30 days after the beginning of this Agreement. Upon delivery of such notice all payments made by the Tenant pursuant to this Agreement shall be immediately returned, all obligations of the Tenant and Landlord shall terminate, and this Agreement shall become null and void and neither the Tenant nor the Landlord shall have any further recourse or remedy against the other. The Tenant authorizes the Landlord to commence any necessary proceedings in the name of the Tenant to recover possession.

#### ***OCCUPANCY, USE, ASSIGNMENT & SUBLETTING***

The Premises shall be used solely for residential purposes for the occupancy of 2 persons. The number of occupants shall not exceed limits established by law, regulation or ordinance. Should the Tenant desire or anticipate a change in occupancy of the Premises due to adoption, birth of a child or otherwise, the Tenant shall notify the Landlord at least 30 days in advance of the changing event. The Tenant shall not assign any of said Tenant's rights under this Agreement and shall not sublet all or part of the Premises without prior written approval of the Landlord. If the Premises are part of a condominium, apartment building or other multiple unit dwelling, the Tenant agrees to abide by all rules and regulations governing such dwelling. The Tenant agrees not to use or permit the Premises to be used for any improper or unlawful purpose and agrees to limit the use of the Premises so that it does not disturb or interfere with the comfort, safety or enjoyment of other tenants living nearby.

#### ***CLEANLINESS, ALTERATION & REPAIRS***

The Tenant shall at all times maintain the Premises in a clean and sanitary condition and in the same condition as it was at the beginning of the tenancy, reasonable use and wear excepted. The Landlord shall maintain and repair all fixtures, equipment and appliances included in the lease of the Premise at the time the Agreement was made. The Tenant shall notify the Landlord or his/her designated maintenance custodian at (213)284-2271 of any maintenance or repair issues which require attention.

The Tenant shall not paint or wallpaper any part of the Premises without the Landlord's prior written consent and approval, nor shall the Tenant make any interior or exterior alterations or changes in the Premises. The Tenant shall not change any lock or re-key any lock without the prior written approval and consent of the Landlord. Should a new lock be installed or an existing lock be altered or re-keyed, the Tenant shall immediately deliver a duplicate key to the Landlord at Tenant's sole expense.

The Tenant shall not install any washing machine, dryer, air conditioner, space heater, water bed or fixture without the prior written authorization of the Landlord. Unless otherwise specified, any lock or permanent fixture installed on the Premises with the authorization of the Landlord shall become property of the Landlord upon the termination of this Agreement.

No object(s) shall be thrown from any porch, balcony or window, nor shall any object or item(s) be kept or stored on, in or near any railing, fire escape or windowsill. The Tenant shall not place or store any item(s) or property in any common area.

The Tenant shall be liable for any misuse of plumbing fixture, equipment or appliance, including disposal of any rubbish or trash that damages any fixture or clogs any pipes. The Tenant shall maintain any surrounding grounds for which the Tenant is given exclusive use, including any trees, shrubbery, keeping same free of rubbish and weeds.

At the termination of this Agreement, the Tenant shall surrender to the Landlord the Premises with all keys in the same condition as when they moved in, with the exception of reasonable normal use and wear expected. Should the Tenant fail to return or to turn over all keys upon vacating the Premises, the Landlord shall maintain the right to replace all locks and keys immediately at the Tenant's sole cost and expense. The Tenant shall be responsible for all damages or losses caused to the Premises by or through any willful or negligent act or actions of the Tenant, the Tenant's guests or invitees, with the exception of any acts of God or any injury or loss caused by the Landlord or for which the Landlord is statutorily liable.

#### ***PARKING***

A designated parking space is available to the Tenant at the Tenant's sole risk; Landlord shall not be responsible for any damage, loss or theft of any vehicle or items on, part of or stored within the vehicle.

#### ***FIRE & CASUALTY***

In the event the Premises or any common area providing a necessary egress/access to the Premises are damaged by fire or other casualty which materially interferes with the Tenant's use of or access to the Premises, the Landlord may terminate this Agreement. If the Landlord has not exercised the option to terminate, the rent shall be reduced to the fair rental value of the Premises until said Premises are restored to its former condition. If the Landlord has not restored the Premises or egress/access within 60 days, the Tenant may give notice of termination of this Agreement to become effective at the end of the then current month.

#### ***INSURANCE***

The Tenant shall have the obligation to procure and maintain any renter's insurance coverage on personal property of the Tenant from fire or casualty.

#### ***PETS***

The Tenant may not bring any pets onto the Premises nor permit any to remain at the Premises without the written consent of the Landlord.

#### ***LEAD-BASED PAINT DISCLOSURE***

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

The Premises was built before 1978, and a lead-based paint inspection was conducted on this Premises. The results of the lead paint inspection are no lead based paint is present. There are no reports or records concerning lead based paint on this property.

#### ***ENTRY & INSPECTION***

The Landlord or his/her agent(s) or designee(s) shall be permitted to enter the Premises at reasonable times and with reasonable notice to the Tenant for the purpose of inspecting the Premises, maintaining or repairing the Premises, ensuring compliance with any statute, code or regulation; or the for purpose of showing the Premises to any real estate agent, appraiser, mortgagee, prospective buyer, prospective tenant or inspector/contractor for prospective buyer/tenant.

### ***BREACH & ABANDONMENT***

In the event that the Tenant breaches this Agreement by failure to pay rent when due or by non-compliance with any term and condition of this Agreement, the Landlord may terminate this Agreement by providing the Tenant with an advance 30 days written Notice to Quit for nonpayment of rent pursuant to applicable law. Entry by Landlord shall not be required before termination. Issuance of a notice pursuant to this paragraph shall be without waiver or prejudice to any other right or remedy of the Landlord. In the event of such termination the Tenant shall be obligated to pay the Landlord a sum equal to the balance of the rent due together with (i) all costs and expenses reasonably incurred by the Landlord to restore the Premises to the same condition as they were at the beginning of the Month-To-Month Tenancy, including cleaning and painting; (ii) moving and storage charges for any personal items of Tenant either required by law to be moved and stored or in the discretion of the Landlord to be moved and stored; (iii) any other damages permitted to be recovered; and (iv) interest at the legal rate from the date of the breach, cost and attorney's fees. Delay or failure of the Landlord to commence legal proceedings shall not constitute a waiver of any right or remedy.

### ***INDEMNIFICATION***

The Tenant agrees to indemnify, defend and hold harmless the Landlord from any injury, loss or damage suffered by the Tenant or by any person visiting the Premises, or in any common area during this Agreement, except for any injury, loss or damage which may be caused by the direct negligence or unlawful act of the Landlord or for which the Landlord may be statutorily liable.

### ***ATTORNEYS' FEES***

In the event that the Landlord reasonably requires the services of an attorney to enforce the terms of this Agreement or to seek to recover the possession of the Premises or recover for damages, the Tenant shall be liable to pay the Landlord's reasonable attorneys' fee incurred and all costs, whether or not a summary process action or other civil action is commenced or judgment is obtained.

### ***NOTICES***

All notices required or permitted to be made under this Agreement, including any notice of violation of any terms and conditions, of law or the need for care, maintenance or repair, shall be done so in writing and may be delivered by hand, sent by certified mail, return receipt requested, or sent by the United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the Landlord or Tenant or their authorized representative as set forth within this section or to the Tenant at the Premises during the term of the tenancy.

Said notice shall be deemed to have been given delivery, or if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt to be three (3) business days after deposit or if sent by Express Mail or overnight mail or delivery, the next business day after deposited with the overnight or delivery service, whether or not a signature is required or received. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

***LANDLORD***

Angel Alberto Contreras Chiroque  
7136 Jamacha Rd  
San Diego, California 92114  
(213)284-2271

***TENANT***

Jose Figueroa  
1220 La Presa Ave  
Spring Valley, California 91977  
(619)627-5728

***COPY OF AGREEMENT***

The Landlord shall deliver a copy of this Agreement, duly executed by Landlord or his/her authorizing agent, to Tenant within 30 days after a copy, hereof, has been duly executed by the Tenant, and has been delivered to the Landlord.

***REPRISALS PROHIBITED***

The Landlord acknowledges that provisions of applicable law forbid a Landlord from threatening to take or taking reprisals against any Tenant for seeking to assert his/her legal rights.

***IN WITNESS WHEREOF***, the aforementioned said parties hereunto and to another instrument of like tenor, have set their hands and seals on the aforementioned effective date.

(LANDLORD SIGNATURE)

(TENANT SIGNATURE)