

## RESIDENTIAL LEASE RENTAL AGREEMENT

Gary Gillespie ("Landlord") and Jason Ho, Kevin Tang, Vincent Chu, Eric Wang, Andrew Tang ("Tenant") agree as follows:

### 1. PROPERTY:

Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:

Condo at 3845 Camino Lindo, San Diego, 92122 ("Premises")

**2. TERM:** The term begins on Sept 1 2019 ("Commencement Date") and shall terminate on Aug 31 2020

Any holding over after the term of this Agreement shall create a month-to-month tenancy at a monthly rent of \$ 3400

### 3. RENT:

**A.** Tenant agrees to pay rent at the rate of \$3400 per month for the term of the Agreement.

**B.** Rent is payable in advance by the **1st day** of each calendar month, and is delinquent on the next day. If the 1<sup>st</sup> day falls on Sunday or a holiday the rent is due by the previous day.

**C.** If Commencement Date falls on any day other than the first day of the month, rent shall be prorated based on a 30-day period. If Tenant pays one full month's rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.

**D. PAYMENT:** Rent check shall be made to **Gary Gillespie** and shall be sent electronically, or by Bill Pay to an account which will be provided separately. It should be mailed in advance so as to arrive no later than the first day of each month.

### 4. SECURITY DEPOSIT:

**A.** Tenant agrees to pay \$ 3800 as a security deposit. Security deposit will be held in Owner's account.

**B.** All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant's default in payment of rent, Late Charges, non-sufficient funds ("NSF") fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (3) clean Premises, if necessary, upon termination of tenancy.

**SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within three weeks after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) return any remaining portion of security deposit to Tenant.

**C.** No interest will be paid on security deposit unless required by local ordinance.

### 5. MOVE-IN COSTS RECEIVED/DUE:

Category	Total Due	Payment Received	Balance Due	Date Due
Rent, First Month	\$3400	\$		
Rent, Last month	0	0		
Security Deposit	\$3400	\$		
Other	0	0		
Total	\$6800	\$		

### 6. PARKING:

Parking is permitted in the assigned parking spaces: #46

Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.

**7. LATE CHARGE/NSF CHECKS:** Tenant acknowledges that either late payment of rent or Issuance of a Non Sufficient Funds (NSF) check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of rent due from Tenant is not received by Landlord on due date, or if a check is returned NSF, or for other reason, Tenant shall pay to Landlord, respectively, an additional sum as described in the Lease Addendum. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.



**8. CONDITION OF PREMISES:** Tenant has examined Premises, appliances, and fixtures, including smoke detector(s). Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

**9. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**10. UTILITIES:** Tenant agrees to pay for all utilities and services, except water, which shall be paid for by Landlord.

**11. OCCUPANTS:** The Premises are for the sole use as a personal residence by the persons named above and: None

**12. PETS:** No animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except None

**13. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord, which are provided to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

**14. CONDOMINIUM/PLANNED UNIT DEVELOPMENT:** The Premises is a unit in a condominium, planned unit, or other development governed by a homeowners' association ("HOA"). Tenant agrees to comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of HOA. Landlord shall provide Tenant copy of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

**15. MAINTENANCE:** Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests of Tenant, excluding failure due to normal wear and tear. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

**16. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises without Landlord's prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.

**17. KEYS/LOCKS:**

A. Tenant acknowledges receipt of, or will receive prior to Commencement Date, 3 key(s) to Premises, 1 key to pool area.

B. Tenant acknowledges that locks to the Premises have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices. Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**18. ENTRY:** Tenant shall make Premises available to Landlord or representative for the purpose of entering to make necessary or agreed repairs decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that twenty-four (24) hours notice shall be reasonable and sufficient notice. Under unusual circumstances less than 24 hours notice shall be sufficient. In an emergency, Landlord or representative may enter Premises at any time without prior notice.

**19. SIGNS:** Tenant authorizes Landlord to place For Sale/Lease signs on the Premises.

**20. ASSIGNMENT/SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sub-lessee shall submit to Landlord an application and credit information for Landlord's approval, and if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligation under this Agreement.

**21. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall: (a) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord in the same condition as referenced in paragraph 8; (e) clean Premises, including professional cleaning of carpet and drapes and levolors; and (f) give written notice to Landlord of Tenant's forwarding address. If items listed by Tenant in paragraph 8 have been corrected, delivery of Premises shall reflect the corrected condition(s). All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination.

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**22. BREACH OF CONTRACT/EARLY TERMINATION:** In addition to any obligations established by paragraph 21, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental.

**23. TEMPORARY RELOCATION:** Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate Premises.

**24. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If Agreement is not terminated Landlord shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in rent shall be made.

**25. INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss.

**26. WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (a) Tenant obtains a valid waterbed insurance policy acceptable to Landlord; (b) Tenant increases the security deposit in an amount equal to one-half of one month's rent; and (c) the bed conforms to the floor load capacity of Premises.

**27. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**28. NOTICE:** Notices may be served at the following e-mail address, or at any other location subsequently designated:

[gillespie@gmail.com](mailto:gillespie@gmail.com) (858) 697 7281

**29. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. The tenant estoppel certificate acknowledges that this Agreement is unmodified and in full force, or in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**30. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**31. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement: (a) before occupancy begins; (b) upon disapproval of the credit report(s); or (c) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

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Landlord/Manager

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Tenant

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Tenant

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