

SAMPLE

NEW JUNE TO JUNE (2013-2014)
LEASE AGREEMENT

This agreement consisting of eleven (11) pages is entered into this ___ day of _____ 2013, by and between MERIDIAN GROUP, Agent, ("Lessor"), and the undersigned Lessees as set forth in paragraph four (4) hereinafter collectively referred to as "Lessee".

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER SET FORTH, LESSOR AND LESSEE AGREE AS FOLLOWS:

1. TERM: The term of this agreement is for Eleven (11) months and twenty one (21) days, commencing on the 24th day of June 2013, and must vacate by twelve noon (12:00 P.M.) on the 14th day of June 2014 at which time the lease shall terminate without further notice from Lessor.

2. PREMISES: Lessor rents to Lessee and Lessee rents from Lessor for residential use only, for the term and on the terms and conditions contained herein, the Premises described as ___ () Bedroom, ___ () Bath, ___ furnished ___ partly furnished [X] unfurnished unit, located at _____, Unit # _____, Goleta, California, (the "Premises")

3. PARKING: This property [] does [] does not offer paid parking. If the property does offer paid parking Lessee must park in assigned parking space. Lessor reserves the right to tow any vehicle parked in the parking lot without an assigned parking tag, or any area defined by the House Rules. Note: See Addendum B to Lease.

4. OCCUPANCY: Lessee shall not permit occupancy by more than _____ () persons, nor by anyone who has not executed and delivered to Lessor a copy or counterpart of this Lease Agreement. The Premises shall be occupied by only the following named persons:

Table with 3 columns: Name, Birthdate, Social Security Number. Rows 1-10 for listing occupants.

No other person may occupy the Premises for more than five (5) consecutive days without prior written consent of Lessor.

5. RENT: Lessee agrees to pay a total rent of \$.00 for the term of this lease. Rent is to be paid in installments in the amounts indicated on the first day of the month listed below:

Table with 6 columns: Due, Amount, Due, Amount, Due, Amount. Lists payment dates from June 1, 2013 to May 1, 2014.

Pro-rate due June 1, 2013 is \$.00 for the periods of June 24, 2013 through June 30, 2013 and June 1, 2014 through June 14, 2014 totaling ___ days at \$ ___ per day.

The first month's rent must be paid by Cashier's Check or Money Order ONLY. Subsequent rent payments must be made by the Key Person utilizing one check, either the Key Persons check or a co-Lessees check. No other payments will be accepted.

Rent payments may be made Monday through Friday (except holidays) between 8:00 a.m. and 5:00 p.m. Any new or increased fee, tax, assessment, or charge imposed on the owner of the Premises by law or ordinance (Federal, State, or local government entity) relating to the ownership or operation of the property on which and of which the apartment is part during the term of this Lease Agreement (or any extension or renewal thereof), including, but not limited to, any apartment inspection fee or charge (except if the fee or charge is for an inspection that results in a Notice of Violation), parking district charge, or

Isla Vista Recreation and Park District tax, charge, or assessment shall be passed on to Lessee on a prorated basis, and shall be due and payable as additional monthly rent.

6. **SECURITY DEPOSIT:** Upon execution of this agreement, the Key Person shall deposit with Lessor as a security deposit, a sum equal to one (1) month's rent plus \$200.00, payable by CASHIERS CHECK or MONEY ORDER ONLY. Total deposit is therefore _____ (\$ _____ .00). (Total of all deposits not to exceed two (2) months rent for an unfurnished or three (3) months for furnished unit.) This deposit shall be held by the Lessor without payment of interest to Lessee as a refundable cleaning/damage/security deposit and any refund of the security deposit shall be made in the amount and manner established by California Civil Code § 1950.5. Lessor may claim (withhold) of the Security Deposit only such amounts as are reasonably necessary to remedy Lessee defaults as follows:

- a. Any Lessee default under the Lease Agreement;
- b. Cleaning of the Premises;
- c. Repair of any damage thereto; or
- d. Restoration, replacement or repair of any personal property or appurtenances, exclusive of ordinary wear and tear, all pursuant to Civil Code Section 1950.5.

Not later than three weeks (21 days) after the Lessee has vacated the Premises, the Lessor shall furnish the Lessee with an itemized written statement of the basis for, and the amount of, any security withheld and shall return any remaining portion of such security to the Lessee.

If the Premises is rented by more than one person, the Key Person will work out the details of dividing any refund among the Lessees. The total refund will be returned by ONE CHECK, mailed to the Key Person as follows:

Name

Mailing Address

If, however, a Lessee who does not wish to continue for another year or has located a replacement tenant shall receive his/her portion of the security deposit back directly from Lessor subject to the following:

- a. Completion of the Lease Assignment form if the Lessee is being replaced;
- b. Payment of a \$50.00 administrative charge if the termination is not at the end of the lease term; and
- c. Subject to Key Person agreeing to the amount of the security deposit to be released.

7. **UTILITIES:** Except as otherwise provided herein, Lessor shall pay for the following utility charges: trash removal _____; water _____; electricity _____; gas _____;

8. **GROUNDS:** Except as hereinafter provided, Lessor agrees to properly cultivate, care for and adequately water the lawn, shrubbery, trees and grounds.

9. **CONDITION OF PREMISES:** Lessee acknowledges receipt of the Premises in a clean condition and in good order and repair, without exception, except for such deficiencies as Lessee sets forth in a written list of deficiencies supplied by Lessee to Lessor within 3 days of the commencement of tenancy. This requirement is intended to protect Lessee against erroneous charges. Lessee acknowledges receipt of an Inventory and Condition Report to be completed and returned to Lessor to be used for such purpose. Lessee shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (d) not permit any person, in or about the Premises with Lessee's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon, nor himself/herself to do any such thing; (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Lessee shall be liable for the expense of any repair caused by Lessee's failure to comply with conditions. Lessee shall not alter the Premises nor wallpaper any portion thereof, nor repair any damage thereto, except with Lessor's written consent before or after an initial inspection on termination per Civil Code Section 1950(b). Lessee is obligated to do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by Lessor in writing and to provide Lessor with releases from such individuals evidencing full payment for any such repair or cleaning work, Lessee shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Lessor. **MOLD FREE:** On moving in, Lessee will carefully inspect the Premises, particularly the bathroom and all window tracks throughout the Premises, for mold. If mold is found, LESSEE will report it to the Lessor within 3 days of taking occupancy by way of providing Lessor with a written maintenance request form. Lessor shall respond to same with reasonable promptness. If mold is not so reported, it shall be conclusively presumed that the Premises were delivered to Lessee mold free. Lessee understands that any growth of mold is primarily due to conditions over which Lessee, not Lessor, has control, namely moisture and ventilation. Lessee agrees to (1) Wipe down shower interiors and fixtures following each use, (2) "Crack" the bathroom window during or immediately following showering, so as to ventilate steam/moisture, and (3) If there is a fan in the bathroom, run it while showering. Any amenities that do not affect the habitability of the Premises such as swimming pools, barbeque areas, and patio or picnic furniture, may be reduced or removed at the Lessor's sole discretion and the reduction or removal of such amenity shall not constitute a material breach of this Lease Agreement.

10. **NUISANCE:** Lessee agrees to use the Premises for residential purposes only. Lessee and/or his or her guests and invitees shall not disturb, annoy, endanger, or interfere with other residents of the building or occupants of neighboring buildings. ("create a nuisance"). Should Lessor determine the Lessee and/or his or her guests or invitees have created a nuisance the following will apply: 1st offense Lessee will receive a written warning; 2nd offense Lessee will be charged a \$25.00 fine; 3rd offense Lessee will be charged a \$50.00 fine. Notwithstanding the above, nothing in this Lease Agreement shall prohibit Lessor from exercising Lessor's rights to serve a Three (3) Day Notice to Conform or Quit pursuant to Civil Code of Procedure Section 1161(a). Lessee may not use the Premises for any unlawful purpose, or commit waste or create a nuisance on the Premises. Lessee shall comply with all ordinances (Local, State and Federal) as they relate to underage drinking. Lessee may not create a nuisance by causing undue noise by the loud playing of television, stereo, radio or any other amplified electrical device. Lessee also agrees not to allow live bands or programmed music to play or kegs on the Premises without the prior written consent of the Lessor. Lessee agrees to a \$500.00 penalty should a live band, programmed music or kegs be permitted on the Premises without prior written consent of Lessor. Lessee shall also be responsible for all clean up costs associated with said event.

11. **ALTERATIONS, REPAIRS, DECORATING:** Except as provided by law, no repairs, decorating, or alterations shall be made to the Premises by Lessee, without Lessor's prior written consent. Lessee shall notify Lessor in writing of any repairs, alterations or decorations that are contemplated. Decorations include, but are not limited to, painting, wall papering or hanging of murals. Lessee shall hold Lessor harmless as to any mechanic's lien recordation or proceedings caused by Lessee which affect the Premises. Lessee shall not use electrical appliances in the Premises, either individually or in the aggregate, which exceed the electrical capacity of the wires, switches, receptacles, fuses, circuit breakers or other components of the electrical system in the Premises.

12. **PROHIBITION AGAINST SUBLETTING AND ASSIGNMENT:** This Lease Agreement may not be assigned. The Premises may not be sub-let in whole or in part without prior written consent from Lessor. If Lessee, or one of the individuals comprising Lessee, wishes to assign or sublet an interest in this Lease Agreement or a portion of the Premises, Lessee must comply with the following requirements in order to allow Lessor the opportunity to review and reasonably determine whether to consent to such request. The requirements of the Lessee are as follows:

a. The requesting party shall obtain written consent from all remaining Lessees to the assignment or subletting to the proposed assignee or subtenant;

b. The proposed Lessee (whether by assignment or sublease) completes and submits a rental application for review and approval by Lessor;

c. The remaining Lessees and the proposed new Lessee (whether by assignment or sublease) execute an agreement in the form required by the Lessor confirming in writing the assignment or sublease, the disposition of the deposit and the continuation of the obligations of all parties under this Lease Agreement; and

d. The requesting Lessee submits, together with the foregoing documentation, a processing fee of **\$250.00** per person for review and consideration of the assignment and/or **\$50.00** per person for subleasing. Within five (5) days after the submission of all of the foregoing documents and required fee, Lessor shall either approve or disapprove of the subletting and assignment request in writing and mail notice of that election to Lessee.

Failure to obtain Lessor's written consent to any subletting or assignment shall constitute a default in the performance of this Lease Agreement and subject the remaining Lessees to a notice of termination. In addition, the requesting Lessee shall remain responsible for the performance of all the terms of this Lease Agreement including all financial obligations should the Lessor's consent not be given.

Upon approval by Lessor of subletting or assignment, the sublessee or assignee shall become jointly and severally liable for all terms of the Lease Agreement, and shall be responsible for taking the Premises in the "as-is" condition upon the date the sublease or assignment is approved.

13. **LESSEE'S OBLIGATION TO MAINTAIN THE PREMISES:** During the term of this Lease Agreement, Lessee shall be required to keep and maintain the Premises, all glass, screens, furniture, fixtures, carpeting, and plumbing and electrical systems in clean and sanitary condition and in good working order, reasonable wear and tear excepted. Lessee shall be responsible for any damages to the Premises during the term of the Lease Agreement and for actual costs of all drain, toilet and disposal obstructions except main line and root clogs; and for damage to screens or smoke alarms, including the replacement of batteries, unless such conditions are expressly noted on the Inventory and Condition Report. If there are any unapproved items (such as couches, non-patio furniture, etc.) left in the yard or other outdoor common area, it will be hauled away without notice. The cost for hauling unapproved items will be billed back and split between all units if the unit responsible is not known. Lessee shall deposit all trash (garbage) in the common area trash containers/receptacles. If Lessee leaves trash outside the Premises, Lessee shall receive a written warning for the first (1st) offense. Any subsequent offense will result in a fine as follows: 2nd offense \$25.00; 3rd offense \$50.00. Outdoor walkways, patios and balconies are power-washed before move-in. If power-washing is necessary again at the end of the year, charges will be split between units and billed back to the tenants. Any charges for damages incurred during the term of this Lease Agreement are due and payable upon presentation of invoice. At the termination of the Lease Agreement, Lessee shall surrender the Premises to the Lessor in as good as condition as received, reasonable wear and tear excepted. Lessee further agrees to comply with the maintenance and repair obligations and notice requirements as contained in the House Rules and Regulations which have been incorporated by reference into this Lease Agreement as an Addendum to this Lease Agreement. Failure by Lessee to perform the necessary clean-up will serve as authorization for Lessor to do so. Lessee will be billed back for charges incurred. Said charges will be due upon presentation of a statement to Lessee as additional rent. Any costs for cleaning of common grounds will be charged to the offending party. If the offending party cannot be identified then the cost will be split equally among the total number of units in the building.

14. **DEFAULTS BY LESSEE:** The occurrence of any one of the following shall constitute a material default breach of this Lease Agreement by Lessee:

a. Failure by Lessee to pay rent or other charges required under this Lease Agreement promptly when due;

b. The abandonment of the Premises by the Lessee;

c. Failure by the Lessee to observe and perform any and all provisions of this Lease Agreement that they are required to perform or observe, including those provisions contained within the House Rules and Regulations;

d. The making by the Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudicated and bankrupt or of a petition for reorganization or arrangement under any law related to bankruptcy;

e. Citation by law enforcement for drug or alcohol related offense if resulting in a conviction or diversion to Community Service.

In case of any such default by Lessee, then, in addition to any other remedies or rights available to Lessor at law, in equity, or pursuant to this Lease, Lessor shall have the immediate option to terminate this Lease Agreement and all rights of Lessee under the agreement by giving written notice of intention to terminate the Lease Agreement.

In the event that Lessee breaches this Lease Agreement, Lessor shall be allowed at Lessor's discretion, but not by way of limitation, to exercise any and all remedies provided Lessor by California Civil Code §1951.2 and 1951.4. Damages the Lessor may recover include worth at the time of the award the amount by which the unpaid rent for the balance of the term after the time of the award, or for any shorter period of time specified under this Lease Agreement, exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided.

15. **WAIVER OF BREACH:** Lessor's waiver of any breach of this Lease shall not be construed to be neither a continuing waiver of any subsequent breach nor a waiver of any rental provision. Receipt by Lessor of the rent with the

knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless made in writing and clearly stated to be a waiver of a particular breach. Such waiver must be signed by all parties to this Lease Agreement **Notations made on rent checks shall not be binding upon the Lessor and Lessor may apply the monies received to the oldest account balance due and owing. Under no circumstances shall Lessor's negotiation or cashing of any check from Lessee which bears any notation constituting a payment under protest or conditional payment constitute an accord and satisfaction unless specifically agreed by Lessor in writing.**

Any custom or practice which may develop between the Lessor and Lessee or Lessor and any other person pursuant to any other rental agreement during the term of this tenancy shall not be construed to waive or reduce or limit in any way the right of the Lessor to insist upon the full performance of any and all terms, conditions, covenants and obligations assumed by the Lessee under this Lease Agreement.

Lessor's consent to or approval of any act by Lessee shall not constitute a consent to or approval of any subsequent or similar act by Lessee which requires Lessor's consent nor shall such consent constitute a waiver by Lessor of the requirement for Lessor's future consent or approval.

16. **ENTRY BY LESSOR:** The Lessor or his agents or employees may enter the Premises:
a. In case of emergency, or
b. When the Lessee has abandoned or surrendered the Premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workman or contractors provided the Lessee is given reasonable notice of Lessor's intent to enter, with entrance during the normal business hours (8:00 a.m. to 6:00 p.m. Monday through Saturday, except holidays). Twenty-four (24) hours shall be presumed to be reasonable notice, in the absence of evidence to the contrary. The Lessor's right to enter is governed by Civil Code §1954.

Lessee further agrees that, if at any time during the term of this Lease Agreement, Lessor determines that fumigation of the Premises is necessary, and that such fumigation requires Lessee to vacate the Premises for a limited amount of time, that Lessee shall so vacate the Premises for the period required to complete said fumigation. Lessor shall give not less than seventy-two (72) hours' written notice to Lessee of the necessity of fumigation, and specifying the time that Lessee is to vacate the Premises.

17. **RIGHT TO PRE-MOVE-OUT INSPECTION AND REPAIRS:** After giving or receiving notice of termination of a tenancy or before the end of the Lease Agreement, Lessee has the right to request that an inspection of the Premises take place prior to termination of the Lease Agreement. If Lessee requests such an inspection, Lessee shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively "Repairs") shall be made at Lessee's expense. Repairs may be performed by Lessee or through others, who have adequate insurance and licenses and are approved by Lessor. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Lessee shall (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Lessee and the date of such Repairs; and (c) provide copies of receipts and statements to Lessor prior to termination. This paragraph does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure §1161(2), (3) or (4).

18. **ABANDONMENT OF THE PREMISES/DISPOSITION OF LESSEE'S PERSONAL PROPERTY:** If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby released of all liability for doing so.

19. **ADMINISTRATIVE FEES:** Lessor and Lessee agree that the late payment of rent or any other amount due Lessor under this Lease Agreement will result in expenditures of administrative time and other additional expenses, the nature and extent of which is extremely difficult and economically impracticable in many instances to ascertain. Lessee therefore agrees, without limiting the rights of the Lessor in law, equity, or under other provisions of this Lease Agreement with reference to any particular default or circumstance which Lessee becomes obligated for an administrative charge, to pay the following administrative costs and service charges for the following circumstances:

- a. A **\$25.00** service and administrative charge for any check returned for non-payment; **\$35.00** for subsequent returned checks;
- b. A late fee of **\$75.00** for any rent installment not received by Lessor by close of business on the third day of the month in which the rent installment was due;
- c. A **\$50.00** service and administrative charge for processing of any sublease; (see paragraph 12);
- d. A **\$50.00** service and administrative charge for performing an audit, at Lessee's request, of Lessee's Ledger.
- e. A **\$100.00** service and administrative charge for locating a replacement Lessee for any Lessee wishing to terminate his/her Lease Agreement before the end of its term;
- f. In the event that a statutory Three (3) Day Notice to Pay Rent or Quit, or Perform Covenant or Quit is served upon Lessee as a result of default in payment of rent or the performance of any other term or condition under this Lease Agreement or its addendums, Lessee shall pay an additional charge for the preparation and service of the notice in the amount of **\$50.00**. Lessee agrees that the above amounts are a reasonable estimate of the loss expense incurred by the Lessor as a result of the above delinquencies, and that the same have been charged by Lessor to defray such loss and expense. The payment, or obligation to pay such fees shall in no way limit the rights of Lessor, otherwise provided for in this Lease Agreement, nor shall any grace period in which to meet the financial obligations elsewhere provided for in this Lease Agreement be extended by this specific paragraph.

20. **CONSERVATION ISSUES:** Lessee and Lessor acknowledge that from time to time local governmental authorities have or may declare an emergency on water supplies for the area in which the Premises are located. The Premises leased by Lessee have one water meter. In the event that special regulations regarding the water consumption are passed by local governmental authorities, Lessee agrees to pay his or her prorata share of any or all charges imposed for water use, including any penalties imposed by governmental authorities for exceeding the water allocation for the Premises in which the Premises is situated. Lessee further agrees to use his or her best efforts to conserve water use on said Premises, whether or not ordinances require the same, and to comply with all governmental regulations and ordinances regarding water conservation.

21. **WATER FILLED FURNITURE:** Lessee may not use or maintain water filled furniture on the Premises unless Lessee first obtains Lessor's prior written consent and further obtains and maintains in effect an insurance policy covering damage that may be caused by the presence of such furniture or its failure. Lessor's prior written consent shall not be unreasonably withheld, but shall be conditioned upon receiving a request in writing from Lessee, and the proper execution by all Lessees of a separate water bed and/or liquid filled furniture agreement in a form acceptable to Lessor, and providing for the proper insurance policy or certificate of insurance to protect against property damage. Lessee shall indemnify, defend, and hold Lessor and the leased Premises harmless from any damage caused by any water filled furniture in the Premises.

22. **INSURANCE AND INDEMNIFICATION:** Lessor and Lessee agree that Lessor is not obligated to nor will carry for the benefit of Lessee or Lessee's guests or invitees, any liability insurance or fire insurance to protect Lessee, Lessee's guests or invitees, or Lessee and Lessee's guests' or invitees' personal property. Lessee shall, at Lessee's own election and expense carry Lessee's own fire and liability policy to cover personal injury or loss of property including such losses as might affect Lessee's automobile(s) maintained around the Premises. Lessee acknowledges that Lessor is not a guarantor or insurer. Lessee hereby waives (gives up) all claims for damages that might hereafter arise in favor of Lessee and against Lessor, Lessor's agents, contractors, representatives, and employees, for injury or loss to Lessee and members of Lessee's household on account of injury to person or property damage, except in case of negligence or willful misconduct on the part of Lessor, Lessor's agents, or employees.

23. **JOINT & SEVERAL:** Lessee further agrees, whether or not in actual possession of the Premises, that they are jointly and severally liable for all obligations under this Lease Agreement, and that Lessee shall further indemnify, defend and hold harmless Lessor from any and all liability arising prior to the termination of this Lease Agreement for personal injuries or property damage caused or permitted by Lessees, their guests, invitees or other persons permitted on the Premises by Lessee, and that such indemnification and defense obligation shall include, without limitation reasonable costs and attorneys' fees incurred by Lessor with counsel of Lessor's choice. To the fullest extent permitted under Civil Code §1953, Lessee waives any and all claims against Lessor.

24. **STORAGE:** Lessee shall have no right of storage hereunder and the Lessor shall not be liable for any loss of property by theft or burglary or otherwise from the Premises or the building, or for any accidental damage to person or property in or about the Premises. Lessee shall have no rights to use of or access to the roof of the Premises and shall not install any dish, antenna or other items of any kind on the roof. Any items placed in garage or storage areas are stored at Lessee's sole risk.

25. **RENTAL APPLICATION:** Lessee acknowledges and agrees that a rental application has been received by Lessor from Lessee and that the information and representation in said application are the basis upon which Lessor is renting these Premises to Lessee and that any misinformation or misrepresentation in said rental application shall constitute a material breach of this Lease Agreement and give Lessor an immediate right to terminate this Lease Agreement and this tenancy.

26. **HOLDING OVER:** Lessee shall vacate the Premises at the expiration of the lease term without further notice or demand from Lessor. In the event that Lessee fails to vacate the Premises at the end of the term of this Lease Agreement, then Lessee shall become liable to Lessor for reasonable rental damages at the fair market rental value of the Premises which amount is agreed to be double the amount of the daily rental rate in effect on the date of such expiration or termination. Lessee shall also indemnify, defend and hold Lessor harmless for any loss, cost or liability resulting from any delay by Lessee in surrendering the Premises, including any claims made by any succeeding Lessee based on such delay. Such holding over shall be deemed to be without consent of Lessor, and in contravention of the terms and conditions of this Lease Agreement unless Lessor shall have agreed in writing and signed a modification to this Lease Agreement permitting such holding over.

27. **LOCKS AND KEYS:** Lessee shall not change, add or remove any locks without the prior written permission and approval of Lessor. Any such consent shall be conditioned upon providing to Lessor a copy of said key. The removal, addition or changing of locks without prior written permission of Lessor shall constitute a material breach of this Lease Agreement and at the election of Lessor shall allow Lessor to terminate this Lease Agreement. Failure to return keys upon surrender of the Premises shall result in a reasonable charge for lost keys and re-keying of the Premises.

28. **ENFORCEABILITY AND MODIFICATIONS OF PROVISIONS:** The provisions herein shall be deemed independent and severable and the invalidity or partial validity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof. This Lease Agreement may be modified only in writing, signed by an officer of Lessor and Lessee at the time of modification. No modification may be made by verbal agreement.

29. **ATTORNEYS' FEES:** If any legal action or proceeding be brought by either party to enforce any part of this Lease Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs.

30. **PET/ANIMAL PROHIBITION:** Lessee shall not keep nor permit to be kept in or about said Premises any dog, cat or other pet or animal including visiting pets. Any animal or pet permitted in or about the Premises by Lessee shall constitute a material breach of this Lease Agreement and in addition to any other remedies permitted by the Lessor hereunder or by law, shall subject Lessee to liability for all damages caused by the pet, including any reasonably necessary charges to clean, deflea and deodorize the Premises and adjacent units and/or common areas, as required, as an additional penalty. Lessee further agrees to pay a daily charge of \$20.00 per day or each portion thereof that the pet remains in or about the Premises.

31. **DATABASE DISCLOSURE:** 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.meaganslaw.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.

32. **NOTICES AND PLACE OF PAYMENT:** MERIDIAN GROUP is authorized to manage the Premises, to act for and on behalf of the owner of the Premises, to act as Lessor of the Premises under this Lease Agreement, to accept service of process on behalf of the owner with reference to all matters arising out of this Lease Agreement and the management of the subject Premises.

The mailing address for Lessor is MERIDIAN GROUP, 5290 Overpass Road; Building C Santa Barbara, California 93111. Telephone number for Lessor is (805) 692-2500. In case of an after hours emergency, Lessor may be reached at (805) 692-1108.

All rental payments and other charges shall be made payable to MERIDIAN GROUP and payable at the above specified address, or such other place as might be designated in writing by the Lessor in any notice mailed to Lessee. All rents shall be made payable to MERIDIAN GROUP. Payments shall be delivered to MERIDIAN GROUP's address stated above. Payment shall not be considered made, until payment is so delivered.

Lessor and Lessee agree that all notices required to be delivered to Lessee, or mailed to Lessee, may be delivered to Lessee care of the Premises address provided for in paragraph 2 above and/or at Lessee's email address s noted on the Rental Application.

33. **SAFE DRINKING WATER AND TOXIC ENVIRONMENT ACT:** A California law, commonly known as Proposition 65 (The Safe Drinking Water and Toxic Environment Act of 1986), requires that most businesses in the State provide warnings to patrons or guests about the presence of chemicals that have the potential to cause cancer or birth defects. Lessor will be posting, or has already posted, those warnings at the Premises. The substances that might cause cancer at the Premises include automobile exhaust fumes, barbeque smoke and fumes (either from other residents or in the common areas), tobacco smoke (Lessee's own or from other persons), maintenance supplies (oil, glue or solvents), landscaping chemicals (weed or bug killer and fertilizers) and cleaning supplies. Lessor has no knowledge that there are levels of any substance ordinarily present in the common area or in the Premises that will cause cancer or birth defects. However, Lessor has not tested the level of any of these potential sources, so Lessor cannot with certainty say that such levels do not exist.

34. **SMOKE AND CARBON MONOXIDE DETECTORS:** The Premises are equipped with Smoke Detector devices and are are not (*check one*) equipped with Carbon Monoxide devices hereinafter collectively referred to as "Detectors".

a. Lessee acknowledges that the Detectors were tested and their operation explained by Lessor or Lessor's Agent in the presence of the Lessee at the time of initial occupancy and that the Detectors were in proper working order at the time.

b. Each Lessee shall perform the Manufacturer's recommended test to determine if the Detectors are operating properly each week.

c. Lessee(s) must inform the Lessor immediately, in writing, of any defect malfunction or failure of any Detectors.

d. INITIAL ONLY IF ANY BATTERY OPERATED : By initialing as provided, each Lessee understands that said Detectors is/are battery operated and it shall be each Lessee's responsibility for each battery operated Detector:

(1) Ensure that the battery is in operating condition at all times;

(2) Replace the battery as needed (unless otherwise provided by law);

(3) If, after replacing the battery, the Detectors do not work, inform the Lessor immediately in writing.

If local law requires Lessor to test the Detectors, the Lessee shall allow Lessor access to the Premises for that purpose.

35. **ATTACHMENTS:** Lessee acknowledges as though fully set forth at length. Each Lessee agrees that by initialing the attachment, they have received a copy, and agree that said attachment constitutes an addendum to and a part of this Lease Agreement. The following attachments are part of this Lease Agreement.

- a. MERIDIAN GROUP House Rules and Regulations
- b. Rental Addendum A: Regarding _____ Dated _____
- c. Rental Addendum B: Regarding _____ Dated _____

The undersigned Lessees, and each of them, acknowledge having read and understood the foregoing Lease Agreement, and acknowledge having read and received the initialed attachments as provided for in paragraph 36.

Each Lessee further acknowledges and agrees they are joint and severally responsible for the performance of all terms and conditions contained within said lease and attachments, and that in consideration of this Lease Agreement has been entered into by Lessor. Lessor and Lessee agree that this Lease Agreement and attachments may be signed in counterpart including email signatures.

| LESSEE | DATE | LESSEE | DATE |
|-------------------|-------|-----------|-------|
| 1. _____ | _____ | 10. _____ | _____ |
| Key Person | | | |
| 2. _____ | _____ | 11. _____ | _____ |
| 3. _____ | _____ | 12. _____ | _____ |
| 4. _____ | _____ | 13. _____ | _____ |
| 5. _____ | _____ | 14. _____ | _____ |
| 6. _____ | _____ | 15. _____ | _____ |
| 7. _____ | _____ | 16. _____ | _____ |
| 8. _____ | _____ | 17. _____ | _____ |
| 9. _____ | _____ | 18. _____ | _____ |

LESSOR: MERIDIAN GROUP

Dated: _____

By: _____

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR
LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from 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, Lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

A. Presence of lead-based paint and/or lead based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint hazards present in the housing (explain).

B. Records and reports available to the lessor (Check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | | | |
|--------|------|--------|------|--------|------|
| Lessee | Date | Lessee | Date | Lessee | Date |
| Lessee | Date | Lessee | Date | Lessee | Date |
| Lessee | Date | Lessee | Date | Lessee | Date |
| Lessee | Date | Lessee | Date | Lessee | Date |
| Lessee | Date | Lessee | Date | Lessee | Date |

Lessor **Date**

MERIDIAN GROUP HOUSE RULES & REGULATIONS

The following House Rules & Regulations have been developed for the benefit and safety of our residents and to clarify issues relating to safety, occupancy, noise, and maintenance. The rules and regulations are addendum to your Lease Agreement. Failure to comply with these House Rules and Regulations constitutes a material breach of your Lease Agreement and can, at the Lessor's election, result in the termination of your tenancy, in addition to the Lessor's other rights in law and equity under this Lease Agreement. Your cooperation and support is appreciated.

OCCUPANCY, USE RESTRICTIONS

1. Each unit shall be used solely for residential purposes. No unit shall be occupied or used in such a manner as to annoy, obstruct, and interfere with the quiet enjoyment of other Lessee.
2. No Nuisance or illegal activity, including any noxious or offensive odors, noises or actions, will be permitted. No residence or any part of the common area of the community shall be used for any business, commercial or non-residential purpose.
3. No person is permitted to occupy or use the Premises unless authorized by the Lease Agreement or with prior written permission of Lessor.
4. Lessee agrees to comply with all of the requirements, ordinances, and statutes of all local, state and federal authorities while on or about the Premises; any violation of these laws is a breach of your Lease Agreement.
5. Garage, moving, and/or yard sales may not be conducted anywhere on the Premises or on the property of which the Premises are a part.
6. Clotheslines, refuse containers, radio or TV apparatus, sunshades, awnings, and other exterior installations of any kind on the Premises are prohibited. No towels, clothing, rugs, etc. shall be hung from railings. All furniture, surf boards, or bulky items are prohibited on balconies and open patios.
7. Signs or advertising of any kind shall not be affixed to or visible from, any part of the Premises, or any vehicle on the Premises with the exception of political signage.
8. Lessee shall have no right of storage under the Lease Agreement with reference to any area outside the Premises.

NOISE, ILLEGAL DRUGS, AND OTHER NUISANCE

9. Each of the following nuisances shall constitute a violation of this Lease Agreement, and each Lessee shall assure that each Lessee, member of Lessee's household, guest, as well as persons under Lessee's control refrains from:
 - a. Use or possession of illegal drugs in, upon, or about the Premises or the complex of which it is a part.
 - b. Creating or allowing the creation of live music involving electronic amplification from or about the Premises or the complex of which it is part;
 - c. The operation of TV, CD player, VCR, and/or other sound emitting devise in a manner that results in sound being projected beyond the walls of the Premises;
 - d. Loud, unruly, or disturbing partying or other activity;
 - e. Failure to control any member of Lessees household, guests, or invitees so that they do not cause damage and do not unreasonably disturb other Lessees of the complex;
 - f. Use of the Premises for any business, commercial, or other non-residential purpose.
 - g. Violation of any law, statute, or ordinance pertaining to the use of the Premises.
 - h. Keeping or storing hazardous, toxic, or combustible materials (other than normal household items) in or about the Premises or otherwise on the property in which the Premises is located.
10. Lessee shall not play or permit playing of any musical instruments, or stereo, television, radio, video game or electronic device in such a manner as to be disturbing or annoying to other Lessees during any hour of the day or night.
11. Under school age persons are not to be left alone on the community grounds or in the Premises. No person shall be permitted to play in garden areas, entryways, sidewalks, driveways, carport, and trash areas.
12. Persons under 14 years of age are not permitted in the pool, spa, or recreation room area unless supervised by an adult Lessee.
13. The activities and conduct of Lessee, Lessee's guests and household members of Lessee or guests, must be reasonable at all times and not annoy or disturb other persons.
14. Lounging, playing or loitering in the halls, on the front steps, or in common areas in such a way as to interfere with the free use, enjoyment, passage or convenience of any person or Lessee or guest/invitee is prohibited. No persons shall be allowed on or about the roofs, failure to abide by this regulation could result in injury and/or assessment of roof repair expenses.

MAINTENANCE, REPAIRS, AND ALTERATIONS

15. Maintenance requests should be made by phone (692-2500) or in writing to the management office during normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturdays from 10:00 a.m. to 2:00 p.m. An after-hours and weekend emergency number (692-1108) is available for such items as:
 - a. Electrical failure (check the circuit breaker before calling)
 - b. Plumbing leaks, lack of water, or no hot water
 - c. Broken entry door lock that prohibits entry or securing apt
 - d. Fire (go to safety, then call the Fire Department)
 - e. Lack of heat during winter months
 - f. Plumbing or sewage backup or overflow
16. Maintenance requests should always be directed to the management office as soon as the problem is noted.
17. The cost of any damages incurred because of Lessee's failure to report any maintenance problem in a timely manner may be assessed to the Lessee.
18. Lessee shall pay for any broken, damaged or missing articles provided by Lessor and for damages to the building, its fixtures, furniture or equipment caused by Lessee, Lessee's guest/invitees or member of Lessee's family. Payment for corrective action is due and payable on demand.
19. No alterations or improvements shall be made by Lessee without the prior written consent of Lessor/Lessor's Agent. For purposes of this paragraph, alterations and improvements shall include but not be limited to the following:
 - a. Installation of television, CB or telephone antennas.
 - b. The use of adhesive fasteners, heavy nails, molleys, screws or fastening devices on wall, ceilings or woodwork.
 - c. The boring, marring or puncturing of any part of the equipment, furnishings, fixtures, cabinetry, walls or ceilings.
 - d. Adding, changing or altering locks installed on doors of apartments.
 - e. Redecoration or painting.
 - f. Replacement of any part of the equipment or furnishings.

20. Lessee is responsible for and shall reimburse Lessor for costs related to any drain or plumbing fixture which becomes obstructed or blocked during occupancy. Lessee shall reimburse upon demand from Lessor all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage.

21. No window shall be covered with paper, foil tinting or any other material.

22. Entrances, hallways, walkways, stairway, landings and other public areas SHALL NOT be obstructed or used for any purpose other than entering and exiting.

DRIVEWAYS, PARKING, AND CARPORTS

23. PLEASE DRIVE CAREFULLY! Unlicensed, uninsured, disabled, unregistered or inoperable vehicles are prohibited on the Premises.

24. Guests shall park on the street or in the areas designated for guest parking.

25. Vehicles must be parked within the designated individual parking space. Vehicles parked outside the lines, occupying more than one space or blocking traffic may be towed at the vehicle owner's expense.

26. Automobiles and motorcycles SHALL NOT be driven or parked on common areas, patios, sidewalks or lawn areas. Any damage resulting from a violation of this rule will be assessed to the Lessee.

27. Parking and/or storage of boats, campers, trailers, motor homes, recreational vehicles, large trucks, commercial vehicles or miscellaneous equipment of any kind is not permitted anywhere on the Premises. Abandoned vehicles will be subject to removal at vehicle owner's expense.

28. No repairs of any motor vehicle, including changing oil, will be permitted at any time on the Premises. Repairs and/or cleanup of the pavement due to negligence will be charged to the vehicle owner.

29. Car washing on Premises is **PROHIBITED**.

30. Activities (i.e. Skateboards, football etc.) are not allowed in or around the streets, driveways, carport, or trash areas.

KITCHEN APPLIANCES

31. Lessee shall be responsible at his or her own expense for keeping drains and garbage disposal clear of items that may tend to cause stoppage.

32. Only dishwasher safe items should be placed in the dishwasher. Please use only detergent specifically for dishwashers.

SMOKE DETECTORS

33. Smoke detectors are provided in each apartment for the safety of each Lessee. Please check these alarms regularly to assure they are in proper working order. Lessee must notify management immediately, in writing, of any defect, malfunction or failure of such smoke detectors. Battery replacement is the responsibility of the Lessee.

REFUSE

34. Please discard all refuse **INSIDE** the trash containers/receptacles. Break down and/or flatten cartons and boxes before placing them in the receptacles. Items too large to fit in the dumpster should be removed from community grounds by the Lessee.

LAUNDRY FACILITIES (if applicable)

35. On-site laundry rooms are available for Lessees use only. In order to provide maximum convenience for all Lessees, clothing should be promptly removed from the machines. To avoid possible loss or damage, do not leave items unattended. Do not launder rugs, bedspreads and other heavy articles, as they may cause damage to the machines. Do not use tints or dyes. No heavily soiled clothing should be cleaned in the laundry facilities, please arrange to have these items cleaned by other means. Washing machines should be left clean and free of soap after each use. Clean the lint trap after using the dryer. Please dispose of soap boxes, bleach containers, etc. in trash cans. Equipment failure and/or damage should be reported to the management office immediately. No smoking is allowed in the laundry room.

SAFETY

36. No personal belongings, including, but not limited to, bicycles, mopeds, big wheels, skateboards, roller skates, surfboards, or other play equipment may be used or placed in the halls, stairways, driveways, carports, parking areas, sidewalks, walkways or other common areas of the apartment community. Bicycles and mopeds shall not be chained to any part of the Premises and shall be kept only in the Premises' assigned carport, patio, bicycle racks, or designated areas.

37. Decks, stairways, walkways, and doorways are to be kept free of all debris for security access and fire inspection. This includes brooms, mops, bags of trash, flower pots, etc.

38. Lessor reserves the right to restrict the use of barbecues on patios, balconies, and in the common areas.

39. Lessee shall not keep or store hazardous, toxic or combustible materials such as gasoline, paints, or pesticides on the Premises nor shall Lessee unlawfully dispose of hazardous materials on or about the Premises.

PETS

40. No animal or pet of any kind, including but not limited to dogs, cats, parrots and other birds or animals, are permitted on the Premises without prior written approval of Lessor.

LESSEE KEYS - LOCKOUTS

41. If Lessee is unable to gain entry to Premises and requests to unlock the Premises after normal business hours, Lessee may, at his/her expense call a locksmith to gain entry. All keys or locks replaced by management will be Lessee's expense. If locks are changed by a Lessee, a key must be registered with management immediately.

WATERBEDS

42. Waterbeds are only allowed with Lessor/ prior written approval and proof of insurance for liability and water damage naming the Lessor/ as additional co-insured.

RECEIPT AND AGREEMENT: The undersigned Lessee agrees to abide by the rules of the Premises and has read and understands and hereby acknowledges receipt of a copy of this Lease Agreement.

STANDARD SECURITY DEPOSIT AGREEMENT

LESSEE*: _____

Premises: (Address) _____ **(Unit #, if applicable)** _____

(City) Goleta, **CA (Zip Code)** 93117

Security Deposit: \$.00 **Paid By:** **Check** **Money Order** **Deposit Transfer**

(Note: This form is not a receipt for payment of rent)

1. Refund of the full Security Deposit by Lessor to Lessee depends upon Lessee’s full performance of the following terms of this Agreement. Lessee agrees in order to avoid deductions from the Security Deposit:
 - A. To deliver to Lessor a written notice of Lessee’s intent to vacate at least 30-days prior to any such vacating, and to vacate in strict compliance of such notice;
 - B. To pay in full all rent, late charges and other charges, if any, according to the terms of the Lease Agreement;
 - C. The Premises shall not be damaged nor evidence any use by Lessee beyond ordinary wear and tear;
 - D. The entire Premises including (if any) range, filter(s), screen(s), refrigerator, bathroom(s), closet(s), walls and carpets shall be cleaned professionally by a licensed, insured company, to Manager’s satisfaction, and such satisfaction, if expressed shall be evidenced by a written cleaning-release of Lessee;
 - E. To remove all rubbish and discards from the Premises and to dispose of the same in proper disposal containers;
 - F. To return all keys to the Premises to the Manager on vacating the Premises.
2. All costs of labor and materials for needed cleaning, repairs and replacement beyond ordinary wear and tear based on Premises condition following inspection will be deducted from the Security Deposit;
3. If the Premises must be repaired or repainted, Lessee will be charged for the unused portion of the item damaged or the current paint job as follows: A new carpet deemed to last five years and a new paint job is deemed to last three years. If, for instance:
 - A. The Premises had a new carpet and a new paint job at the commencement of the tenancy;
 - B. Lessee vacates after one year; and,
 - C. The Premises, because of its condition, is required to be re-carpeted and/or repainted;
 - D. An amount equal to 4/5’s of charge for the carpet when new and 2/3’s of the charge for the paint job when new will be deducted from Lessee’s Security Deposit.
4. No portion of the Security Deposit refund shall be used or claimed to offset any rent or other amounts that may be due to Lessor until Premises have been vacated by all persons and the keys returned to the Manager.
5. The front of the refund check may state: “Any alteration of the endorsement shall make the check null and void.” The endorsement may read: “Endorsement by Lessee constitutes a full and release of all claims against Lessor/Manager, including any claim for further refund of the Security Deposit.”
6. Lessee represents and warrants that Lessee has been advised about the House Rules, occupancy obligations, standards of conduct, vacating procedures and Lessee’s right to request an Initial Inspection at termination. Lessee understands and/or agrees to such rights and obligations.
7. Lessee understands that the Premises are not in full security complex and that Lessor does not employ security personnel to patrol the Premises to provide for Lessees’ safety. Lessor does not take responsibility to mediate disputes between or among Lessees and the obligation to resolve disputes with others on the Premises is accepted by Lessee as one of the obligations of the tenancy. Each Lessee assumes the risk of residing on the Premises for himself/herself or their children and/or their personal property, without recourse against the Lessor or Manager of the Premises.

| | |
|--------|-------|
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |
| _____ | _____ |
| Lessee | Date |

*As used in this Standard Security Deposit Agreement the singular of a term shall include the plural and the term “Lessee” shall include all persons listed in Paragraph 4 of the Lease Agreement.