

# SAMPLELEASE

New

## LEASE AGREEMENT

June 24, 2019 – June 13, 2020

This agreement consisting of 13 pages is entered into this 19th day of December 2018, 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:

- TERM:** The term of this agreement is for 11 months and 20 days, commencing on June 24, 2019, and Lessee must vacate by twelve noon (**12:00 P.M.**) on June 13, 2020, at which time the lease shall terminate without further notice from Lessor. A month-to-month tenancy beyond the ending date shall be created only if Lessor accepts rent from Lessee and agrees in writing that acceptance of that rent constitutes a month-to-month tenancy. If Lessee does not intend to renew the lease, Lessee must give Lessor not fewer than thirty (30) days' notice in writing of the Lessee's intent to vacate. Note: If the Premises is not available on the starting date due to delayed move-out by prior occupant, term shall start 3 days after Lessee receives notice that Premises is available.
- 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 a 2 Bedroom / 1.0 Bath, a Unfurnished unit, located at: 6111 El Colegio Road, Apt A, Goleta, California 93117 (the "Premises").
- PARKING:** This property Does offer paid parking. If the property does offer paid parking, Lessee must pay parking permit fee, complete a Parking Addendum, obtain parking permit if required, and park in assigned parking space. Lessor reserves the right to tow any vehicle parked in the parking lot without an assigned parking permit or in any area designated as a no parking zone.
- AUTHORIZED OCCUPANTS:** Lessee shall not permit occupancy by anyone who has not executed and delivered to Lessor a copy or counterpart of this Lease Agreement. Failure to abide by this provision shall constitute a material breach of this lease. The Premises shall be occupied by only the following named persons:

	<b>LESSEES</b>
<b>KEY PERSON:</b>	
<b>ROOMMATES:</b>	
<b>GUARANTORS:</b>	

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

- RENT:** Lessee agrees to pay a total rent of \$34,967.00 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:

DUE DATE	AMOUNT
June 1, 2019	\$1,967.00
July 1, 2019	\$2,950.00
August 1, 2019	\$2,950.00
September 1, 2019	\$2,950.00

DUE DATE	AMOUNT
October 1, 2019	\$2,950.00
November 1, 2019	\$2,950.00
December 1, 2019	\$2,950.00
January 1, 2020	\$2,950.00

DUE DATE	AMOUNT
February 1, 2020	\$2,950.00
March 1, 2020	\$2,950.00
April 1, 2020	\$2,950.00
May 1, 2020	\$2,950.00

Pro-rated rent due June 1, 2019 is \$1,967.00 for the periods of June 24, 2019 through June 30, 2019 and June 1, 2020 through June 13, 2020 totaling 20 days at \$98.33 per day.

The first month's rent must be paid by Cashier's Check, Money Order or online through the Tenant Web Access (TWA) portal. Subsequent rent payments must be made by the Key Person utilizing one check, either the Key Person's check or a co-Lessee's check. Payments can also be made online by each individual Lessee using the Tenant Web Access portal or by signing up for CashPay through PayLease. No cash or other forms of payments will be accepted. All named Lessees are jointly and severally liable for the rent as it accrues, notwithstanding the responsibility of the Key Person to actually tender the rent. Payments will first be applied to the oldest overdue charges including rent, late fees, or repair charges. Any remaining funds will be applied to current charges due. If there are no overdue charges, payments will be applied to the current month's rent. Rent payments may be made Monday through Friday (except holidays) between 8:00 a.m. and 5:00 p.m.

- FEES, TAXES, AND ASSESSMENTS:** 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 Premises is part during the term of this Lease Agreement (or any extension or renewal thereof), including, but not limited to, any Premises 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. This includes the 8.0% utility tax imposed through Measure R.

# SAMPLE LEASE

7. **SECURITY DEPOSIT:** Upon execution of this agreement, the Key Person shall deposit with Lessor as a security deposit, payable by CASHIERS CHECK, MONEY ORDER ONLY or through the TWA a total of **\$3,150.00**. The total of all deposits is not to exceed two (2) months of rent for an unfurnished or three (3) months of rent 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) from 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 or grounds and common areas proportionally charged;
- 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.

Note: For the purpose of the cleaning of carpets, only truck mounted steam cleaning machines may be used.

Not later than three weeks (21 days) after the Lessee has vacated the Premises and surrendered possession by returning keys to Meridian Group, Lessor shall furnish 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 Key Person on behalf of all Lessees.

If the Premises is leased 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:

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**Key Person's Name** **Key Person's Permanent Mailing Address**

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 \$250.00 administrative charge if the termination is not at the end of the lease term; and
- c. Agreement by the Key Person regarding the amount of the security deposit to be released.

8. **UTILITIES:** Except as otherwise provided herein, Lessor shall pay for the following utility charges:

<u>YES</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
<b>Trash</b>	<b>Water</b>	<b>Electricity</b>	<b>Gas</b>	<b>Cable</b>	<b>Internet</b>

Lessor reserves the right to charge Lessee an administrative fee in the amount of \$100.00, per occurrence, if Lessor receives a utility invoice due to Lessee's failure to put any utility defined as the Lessee's responsibility above in Lessee's name and mailing address, during the term of this lease.

In addition, the following utility charges will be paid by Lessor and billed back to the Lessee:

<u>NO</u>	<u>YES</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
<b>Trash</b>	<b>Water</b>	<b>Electricity</b>	<b>Gas</b>	<b>Cable</b>	<b>Internet</b>

Lessor reserves the right to charge and bill back Lessee, on the first day of each month, an amount found to be an average based on known prior billings, and at the end of the lease term, Lessor will produce a reconciled accounting for the billed back utilities for the lease term, and Lessee will be charged or credited for any discrepancies.

9. **GROUNDS AND COMMON AREAS:** Lessee is granted access to and given permission to use and enjoy any grounds and common areas located at the Premises with certain restrictions. Except as hereinafter provided, **Lessor** agrees to properly cultivate, care for and adequately water the lawn, shrubbery, trees and grounds, and keep all exterior areas clean and well maintained. Please refer to the House Rules for further guidelines.

10. **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 he himself 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 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, air conditioner or other major appliance in or about the Premises, except those which may be supplied by Lessor, unless approved in advance by Lessor in writing. 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. 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.

11. **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

# SAMPLE LEASE

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) Run the fan in the bathroom during and after showering, until moisture has dissipated.

**12. 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 the quiet enjoyment of other residents of the building or occupants of neighboring buildings. ("create a nuisance"). By definition the gathering of more than ten (10) people in a social situation at the premises will be deemed a nuisance. Should Lessor determine that Lessee and/or Lessee's guests or invitees have created a nuisance, the following will apply: (i) 1<sup>st</sup> offense Lessee will receive a written warning; (ii) 2<sup>nd</sup> offense Lessee will be charged a \$50.00 fine; (iii) 3<sup>rd</sup> offense Lessee will be charged a \$150.00 fine. Lessee shall not overload balconies or other exterior areas, limiting the use to five (5) or fewer persons. 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 a television, stereo, radio or any other amplified electrical device. Lessee also agrees not to allow live bands, D.J.s, programmed music 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.

**13. 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.

**a. SATELLITE DISHES:** Lessee may not install a satellite dish without Lessor's prior written consent. The satellite dish must be installed by a licensed, insured professional approved in advance by Lessor and may only be placed on a balcony or patio totally within the premises rented and may not be visible from any common or public area. The satellite dish may not protrude or extend beyond the vertical, (i.e. balcony railing or patio edge) or horizontal (i.e. patio or balcony ceiling) space leased for Lessee's exclusive use. No satellite dish may be installed on any outside wall, outside windowsill, roof, common area balcony, stairwell or other common area, and no holes may be made in any wall, roof, railing or glass for purposes of installation or hookup. Satellite dishes may be mounted on tripods in Lessee's leased space so long as they are concealed from public view.

**14. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING WITHOUT LESSOR'S WRITTEN PERMISSION:** Without Lessor's prior written permission, 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 of the entire Lease Agreement or **\$50.00** per person for review and consideration 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 assignment or subletting request in writing and counter execute the documentation.

Failure to obtain Lessor's written consent to any assignment or subletting 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, the Lessee, including any Guarantor, remain fully liable for all terms of the Lease Agreement. Upon approval by Lessor of assignment, terminating Lessee and any Guarantors are fully released from responsibility for the Lease Agreement. Assignee and Assignee's Guarantors shall then become jointly and severally liable for all terms of the Lease Agreement. Assignees and sublessees shall take the Premises in an "as-is" condition upon the date the assignment or sublease is approved.

**15. 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 garbage disposal obstructions, except main line clogs, unless they are determined to have been caused by actions of Lessee and/or Lessee's guests or invitees, for damage to screens, smoke detectors and/or carbon monoxide detectors, including the replacement of batteries, unless such conditions are expressly noted on the Inventory and Condition Report, in which case Lessor will repair. Outdoor walkways, patios and balconies may have been power-washed before move-in. If power washing is necessary again at the end of the year, charges will be split equally among the total number of units in the building, or as deemed appropriate by Lessor 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

# SAMPLE LEASE

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 areas will be charged to the offending party. If the offending party cannot be identified, the cost will be split equally among the total number of units in the building, or as deemed appropriate by Lessor.

**16. HAULING OF PERSONAL BELONGINGS LEFT IN COMMON AREAS:** If there are any unapproved items (such as couches, non-patio furniture, beer pong tables, etc.) left in the yard or other outdoor common area, they will be hauled away without notice. Please see the House Rules and Regulations Addendum for items permitted in yards and common areas. The cost for hauling unapproved items will be billed back to and split between all units if the unit responsible is not known. Lessee shall deposit all trash (garbage) in designated trash containers/receptacles. If Lessee leaves trash outside the Premises, Lessee shall receive a written warning for the first (1<sup>st</sup>) offense. Any subsequent offense will result in a fine of \$50 for the 2<sup>nd</sup> offense and \$150.00 for the 3<sup>rd</sup> offense and any further offenses.

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

- a. Failure 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 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 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 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 of 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.

**18. WAIVER OF BREACH:** Lessor's waiver of any breach of this Lease shall not be construed to be either a continuing waiver of any subsequent breach or 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 indicating 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.

**19. ENTRY BY LESSOR:** The Lessor or his agents or employees may enter the Premises 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:

- a. In case of emergency,
- b. To make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services,
- c. To exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workman or contractors, or
- d. When the Lessee has abandoned or surrendered the Premises.

Pursuant to item b. above 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.

**20. RIGHT TO INITIAL INSPECTION AND REPAIRS AT TERMINATION OF TENANCY:** After giving or receiving notice of termination of a tenancy but not sooner than 14 days prior to the proposed termination date or 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

# SAMPLE LEASE

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).

- 21. ABANDONMENT OF THE PREMISES/DISPOSITION OF LESSEE'S PERSONAL PROPERTY:** In accordance with California Civil Code Sections 1983-1990, 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 accordance with all legal requirements.
- 22. 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 by which Lessee becomes obligated for an administrative charge, to pay the following administrative fees and service charges for the following circumstances:
- A **\$30.00** service and administrative charge for any check returned for by the bank for non-sufficient funds;
  - 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;
  - A **\$50.00** service and administrative charge for performing an audit, at Lessee's request, of Lessee's Ledger;
  - A **\$50.00** per person service and administrative charge for the processing of any sublease;
  - 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;
  - A **\$250.00** per person service and administrative charge for the processing of any lease assignment;
  - 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.

- 23. WATER CONSERVATION / DROUGHT CHARGES:** Lessee 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. 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 may 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 prorated 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.

- 24. 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 proof of 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 on the Premises.

- 25. 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. Lessor recommends that Lessee purchase a policy of renters insurance. 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 gross negligence or willful misconduct on the part of Lessor, Lessor's agents, or employees.

- 26. JOINT & SEVERAL LIABILITY:** Lessees further agree, 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 Lessees 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 Lessees, and that such indemnification and defense obligation shall include, without limitation reasonable costs and attorney fees incurred by Lessor with counsel of Lessor's choice. To the fullest extent permitted under Civil Code §1953, Lessees waive any and all claims against Lessor. Notwithstanding the foregoing, the obligation of Lessee, as it relates to attorney fees, shall be limited to a maximum of \$500.00.

- 27. 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.

- 28. 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

# SAMPLE LEASE

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.

- 29. 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, and permission to create a month to month tenancy has not been granted, 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.
- 30. LOCKS AND KEYS:** Lessee shall not change, add or remove any locks on the Premises 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.
- 31. 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.
- 32. ATTORNEY FEES:** If any legal action or proceeding be brought by either party to this Agreement, the prevailing party shall recover, in addition to all other relief, attorney fees, not to exceed Five Hundred Dollars (\$500.00) and costs (CC1717).
- 33. PET/ANIMAL PROHIBITION WITHOUT PRIOR WRITTEN PERMISSION:** 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 pet or animal 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 or animal, including any reasonably necessary charges to clean, de-flea 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 unauthorized pet or animal remains in or about the Premises.
- a. Lessor will consider any request for a reasonable accommodation due to a disability, including a disability related need for a service or assistance animal. Any request for a reasonable accommodation for a disability involving an animal must be made in writing to Lessor as allowed by law prior to Lessee obtaining the animal or before taking possession of the Premises.
- 34. 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](http://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.
- 35. PLACE OF PAYMENT AND SERVICE OF NOTICE:** 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 and 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 D, 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. Lessee can also access Lessor at [www.meridiangroupprem.com](http://www.meridiangroupprem.com).**
- 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 Lessor in any notice mailed to Lessee. 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 address or the Premises provided for in paragraph 2 above, or emailed to Lessee at the email address provide on the Standard Rental Application, if any.
- 36. 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.
- 37. SMOKE AND CARBON MONOXIDE DETECTORS:** The Premises are equipped with Smoke Detector and the Carbon Monoxide devices as required by law, hereinafter collectively referred to as "Detectors".
- a. Lessee acknowledges that the Detectors were tested and their operation explained by Lessor or Lessor's Agent at the time of Lessee's 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.

# SAMPLE LEASE

- c. Lessee must inform the Lessor immediately, in writing, of any defect malfunction or failure of any Detectors.
- d. Lessee understands that 10-year lithium battery smoke detectors are provided by Lessor and should not be removed or tampered with. If Lessee is found to have removed or tampered with a 10-year lithium battery smoke detector, Lessee will be responsible for the replacement detector and installation cost.
- e. Lessee understands that if any Detectors in the Premise is battery operated, it shall be the responsibility of the Lessee, for each battery operated Detector, to:
  - i. Ensure that the battery is in operating condition at all times;
  - ii. Replace the battery as needed (unless otherwise provided by law); and
  - iii. If, after replacing the battery, the detector does not work, inform the Lessor immediately in writing.

**38. ATTACHMENTS AND ADDENDUMS:** Lessee acknowledges as though fully set forth at length receipt of the following addendums. Lessee agrees that by initialing the attachment, Lessee has received a copy, and agrees that said attachments constitute an addendum to and are a part of this Lease Agreement.

- a. **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**
- b. **Bed Bug Addendum to Rental Agreement**
- c. **MERIDIAN GROUP House Rules and Regulations**
- d. **Standard Security Deposit Agreement**
- e. **Addendum Regarding: Parking Addendum**
- f. **Addendum Regarding: Utility Addendum**

The undersigned Lessee acknowledge having read and understood the foregoing Lease Agreement, and acknowledge having read and received the attachments as listed above.

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.

Lessee understands that the Premises are not in a fully secure 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 or his children and personal property, without recourse against the Lessor or Manager of the Premises.

Lessees further acknowledge and agree that they are jointly and severally responsible for the performance of all terms and conditions contained within said lease and attachments, and that in consideration of this, the 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. For more information visit [www.meridiangroupprem.com](http://www.meridiangroupprem.com).

<u>LESSEE (signature)</u>	<u>DATE</u>	<u>LESSEE (signature)</u>	<u>DATE</u>
1.	/ /	6.	/ /
2.	/ /	7.	/ /
3.	/ /	8.	/ /
4.	/ /	9.	/ /
5.	/ /	10.	/ /

**LESSOR:** MERIDIAN GROUP Real Estate Management, Inc.

**Date**





# SAMPLELEASE

## BEDBUG ADDENDUM TO RENTAL AGREEMENT

This Bedbug Addendum is made between Lessor and Lessee and is incorporated into this Lease Agreement between Lessor and Lessee for the Premises located at **6111 El Colegio Road, Apt A, Goleta, California 93117**, (the "Premises").

1. Lessee understands that Bedbugs are an ongoing problem in the rental housing arena and that Lessee plays an important role in ensuring that Bedbugs do not infest the Premises. The Lessor has inspected the Premises prior to entering into this Lease Agreement and knows of no evidence of Bedbug infestation. This Addendum defines Lessee's responsibilities under the Lease Agreement regarding Bedbug control. By signing this Addendum, Lessee affirms that he has received and read the Bedbug Information and has inspected the Premises at move-in and confirms that there were no Bedbugs present in the Premises at the time of Lessee's move-in.
2. Lessee promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Lessee brings into the Premises have been inspected for Bedbugs and do not contain any Bedbugs. If Lessee detects that any personal property of Lessee may have Bedbugs, Lessee promises not to bring said property onto the Premises. Lessee agrees to carefully inspect all personal property brought into the Premises prior to entering the Premises to ensure that the property is free of Bedbugs. Lessee agrees to do his part to ensure Bedbugs do not enter the Premises after he moves in, including, but not limited to: continuing to check any personal property that is brought onto the Premises for Bedbugs; checking all luggage, clothing and other personal belongings for Bedbugs if Lessee stays in a hotel or visits another home, uses public transportation, or utilizes other public areas that may carry Bedbugs. In addition, Lessee agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no Bedbugs were brought on the Premises by guest.
3. Lessee agrees to report any sighting or signs of Bedbugs immediately in writing to Lessor. Since Bedbugs multiply fast and can become an infestation affecting not only the Lessee, but other individuals and units in the leased property, Lessee understands that it is of utmost importance to report of any Bedbug sightings or signs immediately.
4. Lessee agrees to cooperate in every way with Lessor's requests regarding Bedbug control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding Bedbug control and removal from any Pest Control company hired by Lessor, as well as assisting with the preparation for treatment of the Premises for Bedbug control where necessary. This Bedbug control preparation can be extensive and may include items such as special washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Lessee understands this preparation may be onerous but agrees to comply with the instructions for Bedbug preparation if requested by Lessor.
5. Lessee understand and agrees that he is responsible to do what he can to prevent any Bedbugs from entering the Premises and/or to limit any infestation by taking instructed precautions, including, but not limited to keeping the Premises clean and removing clutter and covering mattresses and box springs with a zippered cover that is impermeable to Bedbugs.
6. Lessee agrees to indemnify and hold Lessor harmless from any claims, losses, damages and expenses caused by Bedbugs, including Lessee's failure to reasonably take said precautions to control Bedbugs and/or Lessee's negligent actions regarding Bedbug control.
7. Lessee agrees to obtain personal property/renters insurance to protect him against any loss relating to Bedbugs and/or a Bedbug infestation. Lessee agrees not to hold Lessor liable for any loss of personal property due to Bedbugs or a Bedbug infestation.

### MANDATORY BEDBUG NOTICE

California law requires that all Lessors/Agents provide specific information about bedbugs to their Lessees. By signing below, Lessee(s) acknowledge receipt of this Bedbug Addendum and acknowledge having read and understood it.

<b>LESSEE (signature)</b>	<b>DATE</b>	<b>LESSEE (signature)</b>	<b>DATE</b>
1. _____	/ /	6. _____	/ /
2. _____	/ /	7. _____	/ /
3. _____	/ /	8. _____	/ /
4. _____	/ /	9. _____	/ /
5. _____	/ /	10. _____	/ /

# SAMPLELEASE

## MERIDIAN GROUP HOUSE RULES & REGULATIONS

The following House Rules & Regulations have been developed to clarify issues relating to occupancy, noise, and maintenance. The rules and regulations are an addendum to the Lease Agreement. Failure to comply with these House Rules and Regulations constitute a material breach of the Lease Agreement and can, at the Lessor's election, result in the termination of the tenancy, in addition to the Lessor's other rights in law and equity under this Lease Agreement.

### 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 Lessees.
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 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 the Lease Agreement.
5. Garage, moving, and/or yard sales may not be conducted anywhere on the Premises, in any common areas, 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 during an election campaign.
8. Lessee shall have no right of storage under the Lease Agreement on the grounds, in the common areas or any area outside the Premises, including walkways and landings.

### 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, guests, persons under Lessee's control refrain 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 or any amplified music or noise from or about the Premises or the complex of which it is part;
  - c. The operation of a television, music player, and/or other sound emitting device in a manner that results in sound being audible and projected beyond the walls of the Premises;
  - d. Loud, unruly, or disturbing partying or other activity;
  - e. Failing to control any member of Lessee's household, guests, or invitees so that they do not cause damage and do not unreasonably disturb neighbors and other Lessees;
  - 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, stereo, television, radio, video game or any electronic devices in such a manner as to be disturbing or annoying to other neighbors or Lessees during any hour of the day or night.
11. No person shall be permitted to loiter or create a hazard on the Premises, including common areas, landscaped 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 18 years or older.
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 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 or invitee is prohibited. No persons shall be allowed on or about the roofs. Failure to abide by this regulation could result in assessment of roof repair expenses and/or lead to injury.

### MAINTENANCE, REPAIRS, AND ALTERATIONS

15. Maintenance requests should be made by phone (805-692-2500) or in writing, including email, to the management office during normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. and most Saturdays from 10:00 a.m. to 2:00 p.m. An after-hours and weekend emergency number (805-692-1108) is available for such items as:
  - a. Electrical failure (Check the circuit breaker and with your utility provider before calling.)
  - b. Plumbing leaks, lack of water, or no hot water
  - c. Broken entry door lock that prohibits entry to or securing of Premises
  - d. Fire (Go to safety first, then call the Fire Department.)

# SAMPLELEASE

- 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, or Lessee's guests/invitees. 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 radio, or telephone antennas
  - b. The use of adhesive fasteners, heavy nails, molly bolts, 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 Premises
  - 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 common areas SHALL NOT be obstructed or used for any purpose other than entering and exiting.

## **DRIVEWAYS, PARKING AREAS, AND CARPORTS**

23. Driveways, parking areas, and carports may only be used for ingress, egress and parking of authorized vehicles. No other activities are permitted.
24. Lessee and Lessee's guests must drive carefully and use caution when driving on the Property.
25. Unlicensed, uninsured, disabled, unregistered or inoperable vehicles are prohibited on the Property.
26. Guests shall park on the street or in the areas designated for guest parking.
27. 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.
28. 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.
29. 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 Property. Abandoned vehicles will be subject to removal at vehicle owner's expense.
30. No repairs of any motor vehicle, including changing oil, will be permitted at any time on the Property. Repairs and/or cleanup of the pavement due to negligence will be charged to the vehicle owner.
31. Car washing on Premises is **PROHIBITED**.

## **KITCHEN APPLIANCES**

32. Lessee shall be responsible at his own expense for keeping drains and garbage disposal clear of items that may tend to cause stoppage.
33. Only dishwasher safe items may be placed in the dishwasher, and only detergent specifically for dishwashers may be used.

## **SMOKE AND CARBON MONOXIDE DETECTORS**

34. Smoke and carbon monoxide detectors are provided in Premises as required by law. Lessee must check these alarms regularly to assure they are in proper working order and 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**

35. Lessee must discard all refuse **INSIDE** the trash containers/receptacles and 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 the grounds by the Lessee.

# SAMPLELEASE

## LAUNDRY FACILITIES (if applicable)

36. On-site laundry rooms are available for Lessee's use only. In order to provide maximum convenience for all Lessees, clothing should be promptly removed from machines. To avoid possible loss or damage, items may not be left unattended. Rugs, bedspreads and other heavy articles may not be laundered on-site, as they may cause damage to the machines. Lessee may not use tints or dyes, and heavily soiled clothing may not be cleaned in the laundry facilities. Washing machines should be left clean and free of soap after each use and dryer lint traps cleaned after use. Soap boxes, bleach containers, etc. must be disposed of in trash cans. Equipment failure and/or damage should be reported to Lessor immediately. No smoking is allowed in the laundry room.

## EXTERIOR COMMON AREAS

37. No personal belongings, including, but not limited to, furniture intended for interior use, beer pong tables, bicycles, mopeds, skateboards, surfboards, or any other items may be used or placed in the halls, stairways, driveways, carports, parking areas, sidewalks, entry ways, walkways or other common areas of the Premise community.
38. Decks, stairways, walkways, and doorways are to be kept free of all personal belongings. This includes brooms, mops, trash containers, flower pots, etc., and any of the items listed in the above paragraph.
39. Bicycles and mopeds shall not be chained to any part of the Building or any utility meters and shall be kept only in the Lessee's assigned carport or patio, or provided bicycle racks, or other designated areas.
40. Lessor reserves the right to restrict the use of barbecues on patios, balconies, and in the common areas or anywhere within 10 feet of the Premises. All charcoal and wood burning BBQs and fire pits are prohibited.
41. Lessee shall not keep or store hazardous, toxic or combustible materials such as gasoline, propane, paints, or pesticides on the Premises nor shall Lessee unlawfully dispose of hazardous materials on or about the Premises.
42. If Premises has an attached or enclosed patio or balcony for Lessee's exclusive use, Lessee may place only the following items there:
- a. Furniture manufactured solely for outdoor use;
  - b. and/or any item approved in writing by Lessor.
43. Lessee shall not keep or store any interior furniture, trash containers, recycling materials, or other items in patios and balconies.
44. Patios and balconies may not be used for storage.

## PETS

45. No animal or pet of any kind, including but not limited to dogs, cats, fish, fish tanks, reptiles, rodents, parrots and other birds, are permitted on the Premises without prior written consent of Lessor. Any request for a reasonable accommodation for a disability involving an animal may be made in writing to Lessor as allowed by law.

## LESSEE KEYS - LOCKOUTS

46. If Lessee is unable to gain entry to Premises and requests to have the Premises unlocked after normal business hours, Lessee may, at his/her expense call a locksmith to gain entry. All keys or locks replaced by Lessor will be at Lessee's expense. If locks are changed by Lessee, a key must be provided to Lessor.

## WATERBEDS

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

**RECEIPT AND AGREEMENT:** The undersigned Lessee agrees to abide by these rules and has read and understands and hereby acknowledges receipt of a copy of these House Rules and Regulations.

Lessee's Initials:

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

# SAMPLELEASE

## STANDARD SECURITY DEPOSIT AGREEMENT

Lessees: \_\_\_\_\_

Address: 6111 El Colegio Road, Apt A City: Goleta State: CA Zip Code: 93117

Security Deposit Amount: \$3,150.00 \*This form is not a receipt for or acknowledgment of payment

1. Within 21 days of vacating and returning possession of Premises to Lessor, Lessor shall provide to Lessee a full accounting of the security deposit and receipts for any deductions made therefrom pursuant to California Civil Code 1950.1. Refer to the paragraph **Right to Initial Inspection and Repairs at Termination of Tenancy** in the lease agreement for further information.
2. Refund of the entire Security Deposit by Lessor to Lessee depends upon Lessee’s full performance of the following terms of this Agreement. In order to avoid deductions from the Security Deposit, Lessee agrees:
  - 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. That the Premises shall not be damaged nor evidence any use by Lessee beyond ordinary wear and tear;
  - d. That the entire Premises including all rooms, all appliances, and parking areas used by Lessee shall be cleaned professionally by a licensed, insured company, to Lessor’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 Lessor upon vacating the Premises.
3. All costs of labor and materials for needed cleaning, repairs and replacement beyond ordinary wear and tear based on the condition of the Premises following inspection will be deducted from the Security Deposit;
4. If the flooring, paint or window coverings must be repaired or repainted, Lessee will be charged for the remaining life of the item damaged 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 at the commencement of the tenancy, and Lessee vacates after one year, and the Premises, because of its condition, is required to be re-carpeted, an amount equal to 4/5's of the total charge for the carpet when new will be deducted from Lessee's Security Deposit.
  - b. The Premises had a new paint job at the commencement of the tenancy; and Lessee vacates after one year, and the Premises, because of its condition, is required to be repainted, an amount equal to 2/3's of the total charge for the paint job when new will be deducted from Lessee's Security Deposit.
5. 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 Meridian Group.
6. 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.”

LESSEE (signature)	DATE	LESSEE (signature)	DATE
1. _____	/ /	6. _____	/ /
2. _____	/ /	7. _____	/ /
3. _____	/ /	8. _____	/ /
4. _____	/ /	9. _____	/ /
5. _____	/ /	10. _____	/ /

\*This form is not a receipt for or acknowledgment of payment.  
 \*\*As used in this Standard Security Deposit Agreement the singular of a term shall include the plural and the term “Lessee” shall include all Lessees and persons listed in Paragraph 4 of the Lease Agreement.