

Wolfe & Associates, Property Services - Lease Agreement

All Occupants are required to sign a Lease to live in the property noted in paragraph two below. You are encouraged to review and understand all parts of this Lease Agreement with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Lease.

In consideration of the mutual promises and agreements hereinafter set forth, Lessor and Lessee agree as follows:

This agreement consisting of fifteen (15) pages is entered into this 1st day of **January** 2018 by and between Wolfe & Associates, Property Services, "Lessor", and the undersigned Lessee(s). This is a LEGALLY binding document that holds you responsible for paying rent.

1. TERM: This agreement commences on June 25, 2018 and ends at eleven o'clock AM (11:00 A.M.) on June 15, 2019, at which time Lessee must vacate and the lease shall terminate without further notice. Lessor agrees to use its best reasonable efforts to deliver possession of the premises to Lessee by the commencement date. If Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability thereafter, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay rent or perform their other obligations until they receive possession of the premises.

2. PREMISES: Lessor rents to Lessee(s) and Lessee(s) rents from Lessor for residential use only, for the term and on the terms and conditions contained herein, the premises described as a **One-Bedroom, One-Bath, Unfurnished** unit, located at **123 Sample St, Unit # 1, Isla Vista, California.**

3. OCCUPANCY: Lessee(s) shall not permit occupancy by more than **Two (2)** persons, nor shall they allow anyone who has not executed and delivered to Lessor a copy or counterpart of this Lease Agreement to reside in the premises. The premises shall be occupied by only the following named person(s):

- | | | |
|-----------------------|-----------------------|-----------|
| 1. <u>Smith, John</u> | 2. <u>Smith, Jane</u> | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |
| 7. _____ | 8. _____ | 9. _____ |
| 10. _____ | 11. _____ | 12. _____ |

4. RENT: Lessee agrees to pay Lessor, as rent for the leased premises, the base sum of **Fifteen Thousand Five Hundred Forty Dollars (\$15,540.00)** in total for the term of this lease. This sum shall be made payable in 12 (twelve) equal installments of **\$1,295.00** which shall be payable in advance on the first day of each month beginning June 1, 2018, through May 1, 2019. Rent payments shall be paid by check, cashier's check, or money order. Lessor may offer to receive payments by credit card, debit card, or by electronic bank transfer, and Lessor reserves the right to charge reasonable processing fees for such payment methods. Payments will be accepted from only those persons who entered into this agreement. For the purposes of Paragraph 33 of this lease agreement, titled "Holding Over", and or for the purpose of extending this lease, the daily rate for this agreement shall be **\$43.17** per day. A summarized rent schedule is listed below:

- 1st day of each month beginning June 1, 2018 through April 1, 2019 - **\$1,295.00**
- Final Payment – May 1, 2019 - **\$1,295.00**
- June 1, 2019 - **\$0.00**

It is understood and agreed that all other charges due hereunder for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent". In the event any such charges are due under this Lease by Lessee, any amounts paid to Lessor shall be applied to other such charges before applying amounts paid to the rent installment. If the payment tendered by Lessee fails to satisfy the total charges outstanding, then Lessee shall immediately pay the total balance due, plus any late charges incurred by virtue of Lessee's failure to timely pay all sums due from Lessee to Lessor.

Payment of less than the total amount stated on a Three (3) Day Notice to Pay Rent or Quit is not sufficient to cure a rent delinquency. If an amount is tendered for less than the total amount due, or if payment is tendered after, or prior to curing a Three (3) Day Notice to Perform Covenant or Quit, such tender shall be placed in Lessor’s or Lessor’s agent’s rent escrow account pending the outcome of this matter, and shall not constitute acceptance of the payment, withdrawal of the notice or any legal action then filed or anticipated, nor a waiver by Landlord of any forfeiture, breach of lease, or any other reason for giving this notice.

If Lessee elects to mail any payment, then it is Lessee’s responsibility to ensure that payment is received in the management office by the due date. Unless permitted by law, rent installments may not be withheld for any reason. After two (2) returned checks, all future rent installments owed must be paid in cashier’s check or money order. Lessor has the right to refuse to accept partial payments, and payments made will be credited to the oldest sum due and owing by Lessee.

5. SECURITY DEPOSIT: Upon execution of this agreement, Lessee shall deposit with Lessor as a security deposit, to secure the Lessee’s full and faithful performance of this lease, the sum of **One Thousand Two Hundred Ninety Five (\$1,295.00)**, payable only by CASHIER'S CHECK. This deposit shall be held by the Lessor 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.

6. UTILITIES, AMENITIES AND SERVICES: Except as otherwise provided herein, responsibility for given utilities, amenities and services will be as follows:

Non Toxic/Hazardous refuse: Lessor	Electricity: Lessee	Landscaping: Lessor
Water: Lessor	Gas: Lessee	Internet service: Lessee

Lessee agrees that all utilities and services paid for by Lessee will be in Lessee’s name prior to, but not later than, the Lease commencement date. If Lessee fails to establish utilities in their name and Lessor pays for said utilities, the Lessee will be responsible for the amount paid plus a 15% service fee to Lessor. Lessee acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the term of the Lease. Should Lessor pay any utility charges on behalf of Lessee, Lessee shall be liable to Lessor for such charges which shall be considered additional rent. Any failure to pay such amounts shall be a default under the Lease. Lessee may not use common area utilities without prior written consent.

7. PARKING:

Reserved parking is not offered at this property.

Reserved parking is offered at this property at a rate of **\$200.00** for the term of this Lease. A written Parking Agreement must be executed and fee paid in order for Lessee to reserve parking. Lessee’s parking is limited to their assigned space or row. Lessor reserves the right to tow any vehicle, at the vehicle owner’s expense, that is not authorized, in writing, by the Lessor to be parked in the parking lot or any area defined by the Rules and Regulations, which are attached as a part of this agreement. Lessor reserves the right to revoke or reassign parking spots or rows at Lessor’s sole and absolute discretion.

8. REFUSE AND TOXIC SUBSTANCES: The refuse receptacles are only for disposal of nontoxic/non-hazardous substances. Lessee will be responsible for proper disposal of all toxic substances and shall not possess, store or dispose of any toxic or potentially dangerous substances in the premises or on site and shall review the Department of Toxic Substances Control website for further information on proper disposal of paint, motor oil, fluorescent light bulbs, batteries, electronic waste, household cleaning products, etc. or any potentially toxic substances. Lessee shall be responsible for all assessments, penalties, fees associated with any violation of this Lease. Lessee also agrees that in the event that the violation of disposal occurs on the property, and such costs cannot be assessed against the violator, then a prorate assessment will be made to all units in the premises. Any assessment(s) shall be due and payable upon demand.

9. CONSERVATION ISSUES: In the event that special regulations regarding utility consumption are passed by local government authorities or service providers, Lessee agrees to pay a prorata share (based on the number of users) of any and all charges imposed for utility use, including any penalties imposed by government authorities for exceeding the utility allocation for the property in which the premises is situated. Lessee agrees to use his or her best efforts to conserve utility use on said premises,

whether or not ordinances require the same, and to comply with all government regulations and ordinances regarding utility conservation.

10. CONDITION: Lessee hereby acknowledges that acceptance of the Premises at the beginning of the term constitutes Lessee’s acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Inventory and Condition Report form, which is to be completed by Lessee within three (3) days of the day Lessee takes possession. Prior to and as a part of Lessee’s completion of the Inventory and Condition Report form, Lessee agrees to examine the locks, security fixtures, plumbing, heating, and electrical systems, to confirm that they are in good working order, safe, clean, free of mold and/or mildew, and in a state of good repair. If Lessee fails to complete the Inventory and Condition Report form and return it to Lessor or specifically dissent in writing to any damage or defect when designated, then Lessee agrees that the conditions of and on the premises are conclusively deemed to be in good working order and condition as of the commencement of the Lease. As to items noted in the report or otherwise in writing, Lessor shall respond promptly with further inspection, written report, letter, and/or correction and repair.

11. ROOMMATES: Roommates are defined as all persons occupying the premises described in Paragraph 2. Lessee acknowledges that Lessee is solely responsible for getting along with the Roommates. Lessor shall not be liable for any personal conflict of Lessee with roommates, Roommates’ guests, licensees, or invitees, or with any other Lessees that reside at the premises. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Lessee and Roommates or Lessees that reside at the premises, does not constitute grounds for termination of the Lease by Lessee, except as allowed by law. Lessor shall not be liable for any personal injury to Lessee or damage or loss to Lessee’s property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. Lessee grants permission to Lessor to disseminate Lessees’ phone and email addresses to other Lessees and or their guarantors. Lessor strongly recommends that all residents consider a comprehensive renter’s insurance policy.

12. USE AND CONDUCT OF LESSEE: Lessee agrees to abide by all Federal, State and Municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Lessor’s Rules and Regulations now in force and effect or which may be hereafter enacted. Lessee agrees to use the premises for residential purposes only. Lessee shall not carry on any organized business for remunerative purpose from the Premises.

Lessee agrees that Lessee or Lessee’s guests or their Roommates or their Roommate’s respective guests shall not: (1) be loud, obnoxious, disorderly, or unlawful; (2) disturb or threaten the rights, comfort, health or safety of others (including Lessor’s agents) at or near the premises; (3) display, discharge, or possess, any weapon in a way that may threaten or alarm others or Roommates; (4) allow on the premises any illegal manufacture, sale, possession or use of any drugs or substances or drug paraphernalia controlled by the State; (5) possess any item of a dangerous nature; (6) engage in or threaten violence; (7) tamper with security cameras, utilities or telecommunications and or network equipment that may be present; (8) use windows for entry or exit; (9) heat the premises with a gas-operated cooking stove or oven; (10) injure the Lessor’s reputation by making bad faith allegations against Lessor to others; and (11) allow the premises to be used for any unlawful purpose whatsoever; (12) allow live bands or kegs on the premises without the prior written consent of the Lessor; (13) serve or allow a minor to consume alcohol on the premises, (14) permit use of balconies by more than five (5) persons at one time. and/or allow dancing, jumping, climbing, on such balconies (15) tamper with or remove smoke or CO alarms or other fire and/or safety related equipment. If Lessee is in violation of these conditions, the total cost of repairs, fees, clean up and penalties for any and all damages caused by Lessee or Lessee’s guests shall be the responsibility of Lessee. Any such violation pursuant to this paragraph shall be considered a material breach of this agreement and default by Lessee subject to remedies listed in Paragraph 16.

13. GUESTS: Lessee is responsible for the safety, negligence, and actions of Lessee’s guest(s), invitees, family, and licensees. Any violation of this Lease by Lessee’s guest shall be considered a violation by the Lessee. Lessor has the right to exclude guests or others who, in Lessor’s sole judgment, have been in violation of the law, the Lease or any rules of the premises, or disturbing other Lessees, Commercial Tenants (in mixed-use properties), neighbors, visitors or Lessor representatives. Lessor can also exclude a person who refuses to or cannot identify himself or herself as Lessee’s guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the premises. Lessee agrees to have no more than two (2) guests per Lessee in the premises or on the property at any one time.

14. SUBLETTING, ASSIGNMENT AND TRANSFERS: Lessee shall not sublet or assign any portion of the premises or any right under this agreement without the prior written consent of the Lessor, which consent will not be unreasonably withheld. This includes but is not limited to subletting for the summer months. If Lessee wishes to assign or sublet an interest in this agreement or a portion of the premises, Lessee must comply with the following requirements to allow Lessor the opportunity to review and reasonably determine whether to consent to such request:

- a. The requesting party shall obtain written consent from all other Lessees to the assignment or subletting to the proposed Sublessee or Assignee;
- b. The proposed Lessee (whether by assignment or sublease) shall complete and submit a rental application for review and approval by Lessor;
- c. Any and all outstanding balances shall be paid;
- d. The Lessees and the proposed Sublessee or Assignee shall execute an agreement, in the form required by the Lessor, confirming in writing the assignment or sublease and the continuation of the obligations of all parties under this Lease Agreement; and
- e. The proposed Sublessee or Assignee shall submit, together with the foregoing documentation, a processing fee of \$105.00 for review and consideration of the sublease or \$165 for coordination, review and consideration of the lease assignment.

Within seven (7) days of the submission and completion of all of the foregoing documents and the required fee, Lessor shall either approve or disapprove of the subletting and assignment request. Lessee and sublessee understand that the Lessee must be present to pick up keys and complete the Inventory and Condition Report at the commencement of the lease.

15. EARLY TERMINATION OF LEASE: Lessee acknowledges there is no right to early termination of this Lease Agreement and neither Lessee nor Lessee’s Guarantor shall be released from this Lease for any reason.

16. DEFAULTS BY LESSEE: The occurrence of any one of the following shall constitute a material default and breach of this Lease agreement by Lessee: (1) Failure by Lessee to pay rent or other charges required under this Lease agreement promptly when due; (2) The abandonment of the rental premises by the Lessee; (3) Failure by the Lessee to observe and perform any and all provisions and obligations of this agreement that they are required to perform or observe, including those provisions contained in the Rules & Regulations; (4) The making by the Lessee of any general assignment for the benefit of creditors; (5) 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; or (6) Citation by law enforcement for drug or alcohol related offense occurring on or related to the use and occupancy of the premises; (7) illegal drugs or paraphernalia are found in the premises, (8) Lessee or Lessee’s guest(s) violate this Agreement, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs, (9) Lessee, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government, or (10) Lessee is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a sex-related crime including a misdemeanor. In case of any such default by Lessee, or damage caused or claimed to have been caused by Lessee or Lessee’s guests or invitees, then Lessee shall be liable to Lessor for, and shall indemnify and hold harmless Lessor against, all loss attorney fees, costs and other expenses (for re-letting, refurbishing, cleaning or otherwise making the premises suitable for re-letting) suffered or incurred by Lessor as a result of Lessee’s default and/or termination of this Lease and/or the conduct of the Lessee’s guests or invitees. Notwithstanding the commencement of a judicial eviction or dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Lessee, Lessee shall remain liable to Lessor for all rental installments and additional rent, accrued through the date on which possession is obtained by Lessor, and Lessee shall continue to be liable for all rental installment(s) and additional rent accruing thereafter until the earlier of the expiration of the term of the Lease or until the unit can be re-rented. It is intended that Lessor’s remedies for a default hereunder shall be as broad as permitted under applicable laws noted in California Civil Code §1951.2 and 1951.4 and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rent; or (b) the right to rent the premises for the account of Lessee, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the premises, and third, to Lessee’s rental obligations hereunder, with Lessee and Guarantor(s) remaining fully responsible for any deficiency in the Lease obligations for the remainder of the term. The exercise of any one remedy shall not be deemed exclusive of the right to collect rent, or of Lessor’s right to

avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Lessee which may constitute violations of this Lease, Lessor may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. Lessor may report unpaid rent or other charges to the applicable credit reporting agencies for recordation in Lessee's and Guarantor's credit record.

17. 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 the premises to Lessee. Lessee further agrees that any misinformation or misrepresentation in said rental application shall constitute a material breach of this agreement and gives Lessor an immediate right to terminate this agreement and this tenancy.

18. LESSEE'S OBLIGATION OF MAINTENANCE OF THE PREMISES: During the term of this agreement, Lessee shall be required to keep and maintain the premises, including but not limited to all walls, glass, screens, furniture, fixtures, carpeting, plumbing and electrical systems, free from mold, in a clean and sanitary condition, and in good working order, reasonable wear and tear excepted. Irrespective of fault, Lessee shall be responsible for any damages to premises during the term of this agreement and for actual costs of all drain, toilet, and disposal obstructions, except building mainline clogs, and for damage to screens, windows, smoke alarms or CO detectors, including the replacement of batteries. Lessee shall also be liable for all pest control services contracted for to remedy conditions created by the Lessee, including but not limited to bed bugs, cockroaches, ants, fleas and vermin. Any charges for damages, repairs, cleanup or other expenses incurred during the term of this Lease agreement are due and payable immediately upon presentation of invoice. At the termination of the Lease agreement, Lessee shall surrender the premises to the Lessor in a condition as good as that in which they were received, reasonable wear and tear excepted. Lessee further agrees to comply with the maintenance and repair obligations and notice requirements as contained in the Rules & Regulations, which have been incorporated by reference into this agreement as an addendum to this lease. Lessee shall be responsible and liable for all cleanup, including but not limited to post-party debris, regardless of whether Lessee caused or contributed to the need for clean up.

Lessee shall promptly report, in writing, all repairs, installations, service, or security related matters which need to be made to the premises to Lessor at the management office (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Lessee's rent checks or oral requests do not constitute a written request from Lessee. Lessor's complying with any oral request does not waive the strict requirement for written notices under this Lease. Lessee must immediately notify Lessor in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke/CO detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Lessor may also turn off equipment and interrupt utilities as needed. Lessee shall immediately report to Lessor all acts of vandalism and damage to the premises. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After hours emergency repair requests can be made by calling our emergency service.

19. WATER INTRUSION, WATER DAMAGE AND MOLD: Lessee acknowledges that, at the commencement of Lessee's occupancy of the premises, Lessee has inspected the premises and has found the premises to be free of mold and mold related conditions. Lessee understands that the growth of mold/mildew is primarily due to conditions over which Lessee, not Lessor, has control, namely moisture and ventilation. Lessee acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of this Lease relating to water intrusion, water damage, and mold. Lessee acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows, pet urine accidents, and Lessee acknowledges that Lessee's obligations include, but are not limited to the following:

- To clean and dust the premises on a regular basis and to remove visible moisture on windows, walls and other surfaces as soon as the condition occurs.
- To notify Lessor in writing immediately upon discovery or occurrence in the premises of: 1) Any evidence of a water leak or excessive moisture in the premises as well as in any storage room, garage or common area; 2) Any

evidence of mold or mildew like growth in the premises; 3) Any failure or malfunction of exhaust fans in the premises; and 4) Any inoperable windows and doors in the premises.

- To use bathroom fans or open bathroom window while bathing or showering, kitchen fans while cooking or while water is being used. Continue use of fans for at least 20 minutes after the activity. Leave the bathroom door open until all moisture has dissipated. Hang towels and mats so they dry out completely.
- To allow a minimum of six-inches space between furniture and walls for proper air ventilation.
- To use bed frames elevating the box spring and/or mattress off the ground and to avoid storage of items underneath beds to help air flow.
- To keep any fish tanks covered.
- To use all reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from penetrating the premises.

Lessee further agrees that if mold conditions are discovered on the sheetrock or any wood in the premises, Lessee will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Lessor. Lessee shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Lessee's failure to give notice to Lessor within 24 hours of the discovery of water intrusion, water damage or mold in the premises. Lessee hereby releases Lessor from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Lessee's failure to notify Lessor as required herein.

20. WATER-FILLED FURNITURE: Except as otherwise required by law, Lessee may not use or maintain water-filled furniture on the premises unless Lessee 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 written request from Lessee, the proper execution by Lessee of a separate waterbed and/or liquid-filled furniture agreement in a form acceptable to Lessor, and Lessee 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 leased premises.

21. ALTERATIONS, REPAIRS, DECORATING: Except as provided by law, no repairs, decorating, or alterations shall be made to the premises, including but not limited to the balconies and overhangs, by Lessee without Lessor's prior written consent. Decorating includes, but is not limited to, painting, wall papering, hanging of murals, and carpeting. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair is not required upon Lessee's vacating the premises. No additional TV cable outlets or alarm systems shall be permitted except as required by law or by Lessor's prior written consent. Lessee shall not use electrical appliances in the premises, either individually or in the aggregate, that exceed the electrical capacity of the wires, switches, receptacles, fuses, circuit breakers, or other components of the electrical system in the premises. The use of a surge protector on electrical equipment is recommended. Lessee agrees to hold Lessor harmless for any damage or destruction to electrical equipment caused by surges in electrical service or other electrical service overload.

22. LOCKS AND KEYS: Lessee shall not change, add, rekey or remove any locks. The removal, addition, or changing of locks without prior written permission of Lessor shall constitute a material breach of this agreement and at the election of Lessor shall allow Lessor to terminate this agreement. Failure to return keys upon surrender of the premises shall result in a reasonable charge, deducted from the security deposit, for lost keys and re-keying of the premises.

23. LESSOR'S RIGHT OF ENTRY AND INSPECTION: Lessee agrees that Lessor may enter the premises at reasonable hours for any reasonable business purpose in accordance with applicable law. Lessor agrees to give Lessee reasonable notice in writing of Lessor's intent to enter, with entrance during normal business hours (8:00 a.m. to 5:00 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. In an emergency situation, Lessor may enter without notice at any time to protect life or prevent damage to the premises. Lessee, by placing a work order for repair or maintenance work to be performed, authorizes Lessor to enter the premises for the purposes of

completing that work order in a timely manner. If Lessee refuses Lessor the right of entry, Lessee will be held responsible for any financial losses that are sustained by the Lessor. Lessor has granted access to common areas to law enforcement.

Lessee further agrees that if any time during the term of this agreement Lessor determines that fumigation of the premises is necessary, and that fumigation requires Lessee to vacate the premises for a limited amount of time, Lessee shall 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 pending fumigation and shall specify the time that Lessee is to vacate premises.

24. NOTICES, PLACE OF PAYMENT AND CONTACT INFORMATION: Wolfe & Associates, Property Services 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, and to receive all notices and demands with reference to all matters arising out of this agreement and the management of the subject premises.

- Telephone number for Lessor is 805-964-6770.
- In case of an after-hours emergency, Lessor may be reached at 805-964-6783.
- Web addresses for Lessor are www.rlwa.com and www.ivrentlist.com.
- Email addresses for Lessor are mail@rlwa.com and leasing@rlwa.com
- The mailing address for Lessor is:

Wolfe & Associates, Property Services
 173 Chapel Street
 Santa Barbara, CA 93111

All payments shall be made payable to the Wolfe & Associates, Property Services and are payable at the above specified address, online via AppFolio resident portal, or such other place as might be designated in writing by the Lessor in any notice mailed to Lessee. Payments shall not be considered made until payment is received by Lessor. All payments will be processed upon receipt. Resident’s portals and online payments are managed by AppFolio, a third party, as such Lessor cannot and does not guarantee uninterrupted availability of portal and online payment options. In order to avoid late fees, payment arrangements should be made early to ensure portal access.

Lessor and Lessee agree that all notices required to be delivered to Lessee, or mailed to Lessee, may be delivered to Lessee at the premises.

25. ADMINISTRATIVE FEES: Lessor and Lessee agree that the late payment of rent or any other amount due Lessor under this agreement will result in expenditures of administrative time and other additional expenses, the nature and extent of which are extremely difficult and economically impracticable to ascertain. Lessee therefore agrees, without limiting the rights of the Lessor in law, equity, or under other provisions of this agreement, to pay the following administrative costs and service charges for the following circumstances:

- a. A late fee of \$75.00 for any rent installment not received by Lessor by 5:00 pm on the third day of the month in which the rent installment was due, irrespective of weekends and holidays;
- b. A \$25.00 service and administrative charge for any check returned for non-payment. Such charge shall be in addition to any late charges resulting from the check’s failure to be paid. Any return check must be redeemed in cashiers check or money order.
- c. A \$55.00 charge for the preparation and service of a Three (3) Day Notice to Pay Rent or Quit, or Perform Covenant or Quit.

These charges and fees are specific to Lessor, banks and online payment services may assess additional fees for dishonored checks.

26. CREDIT INFORMATION: Lessee's tenancy may be registered with Experian Rent Bureau and or Core Logic Safe Rent, consumer reporting agencies for real property transactions. Lessee is hereby notified that a faithful performance of the Lease agreement, including timely payment of rent and a satisfactory termination of Lessee's tenancy will reflect neutrally or favorably on Lessee's consumer credit report. Misconduct, a serious breach of performance of the Lease agreement, failure to pay rent timely or abnormal termination of tenancy will reflect poorly on Lessee's consumer credit report and may seriously affect Lessee's ability to obtain housing or consumer credit in the future. This is the only notice that will be provided in this regard.

27. WAIVER OF BREACH: Lessor's waiver of any breach of this agreement shall not be construed to be a continuing waiver of any subsequent breach, nor a waiver of any rental provision. 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 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 that bears any notations constitute a payment under protest or shall a conditional payment constitute an accord and satisfaction unless specifically agreed by Lessor in writing.

28. ATTORNEYS' FEES: Except as herein provided if any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs. In the event that an unlawful detainer action is filed and a default is taken, then the parties agree that the costs and fees incurred shall not be limited by court schedules but rather shall be in an amount as approved by the court that shall reasonably compensate the party for their actual attorney fees and costs incurred. Notwithstanding the foregoing, attorney fees to be awarded the prevailing party shall not exceed \$7,500.00 in any award made by Court.

29. ENFORCEABILITY 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 effect the validity or enforceability of any other provision hereof. Failure of Lessor to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Lessor's rights to act on any violation. If any one or more of the provisions of this Lease, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Lease and all other applications by any such provision(s) shall not be affected.

30. ANIMALS: Lessee shall not have or allow any animal to be in the premises without prior written consent by Lessor or otherwise permitted by law. Sorry, visiting animals are not permitted. Aquariums under forty gallons are permitted. The first violation of this provision will result in a written warning and \$150 fine; continued violation will result in a \$15 per day charge for each day that the pet remains on or about the premises. Any animal permitted in or about the premises by Lessee shall constitute a material breach of this agreement, and in addition to any other remedies permitted to the Lessor hereunder or by law, shall subject Lessee to liability for all damages caused by the animal, including any reasonably necessary charges to deflea and deodorize the premises and adjacent areas as required.

31. JOINT AND 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, individually and collectively, shall further indemnify, defend, and hold harmless Lessor from any and all liability arising prior to the termination of this agreement for personal injuries or property damage caused or permitted by Lessees, their guests and invitees, or other persons permitted on the premises by Lessee, and that such indemnification and defense obligation shall include without limitations 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. Lessor's acceptance of less than full rent from any individual resident does not waive the joint and several liability of each Lessee for any amount due per the terms of this agreement.

32. RENTER'S INSURANCE & INDEMNIFICATION: The Lessor is not responsible for and will not provide fire, theft or casualty insurance for Lessee's personal property. Lessee shall be responsible for all damages caused by Lessee, including but not limited to: fire, smoke, grease or cooking fires, or activation of the sprinkler system. Lessee acknowledges that Lessor is not a guarantor or insurer. Lessee hereby waives all claims for damage that might hereafter arise in favor of Lessee and against Lessor and unconditionally releases, Lessor, Lessor's agents, contractors, representatives, and employees for injury or loss to Lessee, or Lessee's guests and invitees on account of injury to person or property damage, except in case of gross negligence or willful misconduct by Lessor, Lessor's agents, or employees.

Lessee, for himself/herself, and Lessee's representatives, heirs, assigns and successors releases Lessor, and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify and hold harmless the indemnified parties against all losses, damages, expenses, attorney fees and costs incurred by the indemnified parties as a result of (a) Lessee's failure to fulfill any condition of this Lease; (b) any

and all liability for injury or loss relating to Lessee’s use and occupancy of the premises; (c) any damage or injury happening in or about the premises to Lessee’s guests, licensees, invitees, or such person’s property; and (d) Lessee’s failure to comply with any applicable laws, rules or regulations.

33. HOLDING OVER: Lessee shall not hold over after the expiration of the termination of this Lease except with the written permission of Lessor. It shall be conclusively presumed as between Lessor and Lessee that no such permission has been given if not in writing and signed by both parties. In the event that Lessee fails to vacate the premises by 11:00 am on the termination date of this 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 triple the amount of the daily rate in effect on the date of such expiration or termination.

34. MOVE OUT PROCEDURE: In a reasonable time before the end of the lease term, Lessor shall notify the Lessee in writing, of his or her option to request an initial pre-move-out inspection and of Lessee’s right to be present at said inspection as set forth in Civil Code §1950.5(f). Lessor shall note the condition of the premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Lessor to have occurred during Lessee’s occupancy and use of the premises. Upon termination of this Lease for any reason, Lessee shall surrender possession of the premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash from the premises. Lessee shall pay all utility and service bills for the premises for which Lessee is responsible and cancel all utility accounts in the name of the Lessee. Lessee shall return to Lessor all keys, access cards, and remote control devices, if applicable, issued to the Lessee by Lessor.

35. DEDUCTIONS FROM SECURITY DEPOSIT: Lessee shall not use the security deposit to pay the last month's rent of this tenancy, nor shall Lessee apply it to any other rental obligation owed hereunder. Lessor may, however, claim and withhold from the security deposit pursuant to Civil Code §1950.5 amounts to compensate Lessor as follows:

- a. For Lessee's default in the payment of rent;
- b. For the repair of damages to the premises or furnishings, exclusive of ordinary wear and tear;
- c. For the cleaning of the premises or furnishings upon the termination of the tenancy; and
- d. To remedy future defaults by the tenant in any obligation under the Rental Agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

If the unit is left in a damaged or unclean condition, Lessee will be assessed a vendor oversight cost of ten percent (10%) of the amount paid to cleaners, maintenance persons, and/or contractors to repair damage, in addition to the amount paid to those persons for their services, as a reasonably necessary amount to cover the cost of managing, overseeing, coordinating, and administering the repairs and/or cleaning. Said fee shall be considered a reasonable and necessary cost of cleaning and or repair.

Within twenty-one (21) days after Lessee has vacated the premises, Lessor shall provide Lessee with an itemized written statement of the basis for, and the amount of, the security deposit received and its expenditure, and Lessor will return any remaining portion of the security deposit to Lessee in the form of a single check payable to all parties on the Lease. If Lessee fails to provide a forwarding address, then any amount due to the Lessee shall be sent to the address which the Lessee vacated. Lessee agrees to receive move-out documentation, including but not limited to copies of vendor invoices and inspection reports in digital format via their resident portal.

36. LESSEE’S RESPONSIBILITY FOR SECURITY: Lessee acknowledges that Lessor has not made any representations, either written or oral, concerning the safety of the premises or the effectiveness or operability of any security devices or measures on the premises. No Warranty or Guarantee: Lessee acknowledges that Lessor neither warrants nor guarantees the safety or security of Lessee or Lessee’s guest(s) or invitee(s) against any criminal or wrongful acts of third parties. Each Lessee and their guest(s) or invitee(s) are responsible for protecting his or her own person and property. Lessor is not liable to Lessee, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Lessor cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Lessor will in any way increase Lessee’s personal security or the safety of Lessee’s guest(s) or Lessee’s belongings. Lessor represents and Lessee acknowledges that Lessor is not equipped or trained to provide personal security services to Lessee, Roommates, or their respective guests. Lessee acknowledges that Lessee and local law enforcement agencies are

responsible for Lessee’s security and the security of all guests. Lessee acknowledges that security devices or measures, including but not limited to, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Lessee acknowledges that Lessee should not rely on such devices or measures and should take steps to protect Lessee and Lessee’s existing property as if these devices or measures did not exist. Lessee agrees to immediately notify Lessor of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Lessee is responsible for the proper operation and regular testing of all devices in the premises, including but not limited to, alarms and smoke detectors. Lessee is responsible for supplying electrical current to devices, including replacing the batteries if applicable. Lessee agrees Lessee will not disable, disconnect, alter or remove the carbon monoxide and/or smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. In the event cameras have been placed in the premises, these cameras are not manned on a 24 hour basis and are not designed to provide personal security services for anyone. In the event access gates are present in the premises, Lessee agrees to follow all instructions and rules regarding the use of the gates including but not limited to approaching the gates slowly with caution; not forcing the gates open; not giving Lessee’s code, card, or remote to anyone else; not tampering with the gates. Lessor has no duty to maintain the gates or fencing. Lessees are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency. There are many crime prevention tips readily available from Police Departments and other sources. Lessees are encouraged to use these and other common sense tips. Do not give keys, codes, access cards, or gate remotes to anyone. Lessor is NOT obligated to furnish security personnel or other forms of security. Lessor can discontinue any of such items provided at any time without notice.

37. BUILDING AMENITIES: All amenities, defined as building common areas, shared non exclusive areas are subject to change. Lessor retains the right to alter, modify, or eliminate the amenities should Lessor so elect. The use of the amenities by the Lessee shall be at the Lessee’s own risk. Lessee’s use may be regulated, denied, or restricted at any time by Lessor.

38. MEGAN’S LAW: Lessee is hereby informed, pursuant to Civil Code 12079.10a, that sex-offender databases are maintained by law enforcement agencies, and that the public, including Lessee, may access them at <http://www.meganslaw.ca.gov/>.

39. PROPOSITION 65 WARNING: Pursuant to California law, all residential building facilities must notify occupants that the property contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals may include, but are not limited to, tobacco smoke, lead and lead compounds, asbestos, carbon monoxide, and gasoline components. Please request a copy of the OEHHA pamphlet if you have any questions or concerns regarding this warning.

40. CASUALTY: In the event of fire or other casualty, Lessee must immediately notify Lessor. If the premises is partially destroyed by fire or other casualty not attributable to the Lessee or Lessee’s guest, licensee, or invitee, the premises, may be promptly restored and repaired by Lessor and any rental installment(s) for the period that the premises is not livable shall abate, unless Lessor provides Lessee with alternative living space, in which event rental installment(s) will not be abated. However, if the premises is substantially destroyed, then this Lease may be terminated by Lessor, in which event the remaining unpaid rental installments due hereunder shall cease to accrue as of the date of such damage or destruction.

41. NOTICES: Every notice or demand to Lessor, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by certified mail to: Wolfe & Associates, Property Services, 173 Chapel Street, Santa Barbara, CA 93111. Lessor may give Lessee notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, faxed or hand delivered to Lessee at the address of the premises. Notices for entry into the Premises may be posted on the entry door of the unit if permitted by law.

42. LESSOR'S PERMISSION OR CONSENT: This Lease and all applicable addenda constitute the entire agreement between Lessee and Lessor. No oral statements shall be binding. If any provision of this Lease requires the written permission or consent of Lessor, such written permission or consent may be granted or withheld at the sole discretion of Lessor, may contain such conditions as Lessor deems appropriate, and shall be effective only so long as Lessee complies with such conditions.

43. FAIR HOUSING: Lessor is committed to the principles of fair housing. In accordance with fair housing laws, Lessor will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the premises.

44. ATTACHMENTS: Lessee acknowledges receipt of those indicated attachments, which copies have been attached hereto, and which are incorporated herein as though fully set forth at length. Lessee agrees by initialing the attachment that he or she has received a copy, and further agrees that said attachment constitutes an addendum to and a part of this lease agreement. The following attachments are part of this agreement:

- a. House Rules & Regulations
- b. California Apartment Association – Bedbug Addendum
- b. Addendum A: Regarding _____ Dated _____
- c. Addendum B: Regarding _____ Dated _____

This Lease shall be effective only after being signed by both the Lessor and Lessee. The above constitutes the entire Lease agreement. Changes to this agreement can be made in writing only and must be signed by both the Lessee and the Lessor.

LESSEE(S):

- | | | |
|-------------------------|------------------|-------------|
| 1. Name Printed: _____ | Signature: _____ | Date: _____ |
| 2. Name Printed: _____ | Signature: _____ | Date: _____ |
| 3. Name Printed: _____ | Signature: _____ | Date: _____ |
| 4. Name Printed: _____ | Signature: _____ | Date: _____ |
| 5. Name Printed: _____ | Signature: _____ | Date: _____ |
| 6. Name Printed: _____ | Signature: _____ | Date: _____ |
| 7. Name Printed: _____ | Signature: _____ | Date: _____ |
| 8. Name Printed: _____ | Signature: _____ | Date: _____ |
| 9. Name Printed: _____ | Signature: _____ | Date: _____ |
| 10. Name Printed: _____ | Signature: _____ | Date: _____ |
| 11. Name Printed: _____ | Signature: _____ | Date: _____ |
| 12. Name Printed: _____ | Signature: _____ | Date: _____ |

LESSOR:

Wolfe & Associates, Property Services

Signature: _____ Date: _____

Disclosure of Information on Lead Based Paint and 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 and/or lead-based paint hazards in the dwelling. Lessees must also receive a 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 and/or lead-based paint hazards in the housing.

B. Records and reports available to Lessee (check i or ii below):

- (i) Lessor has provided Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, listed here: _____
- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGEMENT

Lessee has received copies of all information listed above (initial below).

 1 2 3 4 5 6 7 8 9 10 11 12

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* (initial below).

 1 2 3 4 5 6 7 8 9 10 11 12

AGENT'S ACKNOWLEDGEMENT (initial)

_____ Wolfe & Associates, Property Services has informed the Property Owner 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
1. _____	_____	7. _____	_____
2. _____	_____	8. _____	_____
3. _____	_____	9. _____	_____
4. _____	_____	10. _____	_____
5. _____	_____	11. _____	_____
6. _____	_____	12. _____	_____

 Wolfe & Associates, Property Services Date

Wolfe & Associates, Property Services – 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. These Rules & Regulations are an addendum to your Lease agreement. Failure to comply with these House Rules & Regulations constitutes a material breach of your agreement and can, at the Lessor’s election, result in the termination of your tenancy, in addition to the Lessor’s pursuing its other rights in law, equity, and under this Lease. Your cooperation and support are appreciated.

OCCUPANCY AND USE RESTRICTIONS

1. Garage, moving, or yard sales may not be conducted anywhere on the premises or on the property of which the premises are a part.
2. Clotheslines, refuse containers, radio, satellite or TV apparatus, sunshades, awnings, tarps, tents, and other exterior installations of any kind on the property are prohibited. No towels, clothing, rugs, etc. shall be hung from railings. All furniture, surfboards, and bulky items are prohibited on balconies and open patios. Storage of items in heater and water heater closets, with both exterior or interior access, is prohibited.
3. Bicycle storage for Lessees is permitted only in designated bicycle racks, where bicycle racks are provided, and is otherwise prohibited in all other exterior locations. Storage of inoperable bicycles, bicycles in ill repair, or bicycle parts is not permitted. Bicycles that are not properly stored may be removed by Lessor and stored at Lessee’s expense for 30 days then disposed of at the discretion of Lessor.
4. Fire pits (gas & wood) are prohibited.
5. 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 unless otherwise permitted by law.
6. Lessee shall have no right of storage for any area outside the premises.

NOISE, ILLEGAL DRUGS, AND OTHER NUISANCES

7. Each of the following nuisances shall constitute a violation of the Lease agreement. Lessee shall ensure that each Lessee, their guests, and invitees refrain from:
 - a. Creating or allowing the creation of live music involving electronic amplification from or about the premises;
 - b. The operation of TV, Radio, MP3 player, DVD, or other sound-emitting devices in a manner that results in sound being projected beyond the walls of the premises;
 - c. Loud, unruly, or disturbing gatherings, games involving alcoholic beverages, or other similar activities
 - d. Failing to control children so that they do not cause damage and do not unreasonably disturb other residents of the complex;
 - e. Creation or existence of noxious or offensive odors.
7. No person shall be permitted to play or loiter in/on, entryways, sidewalks, driveways, parking lots or trash areas. 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 in addition to termination of your tenancy.
8. Lessee shall not cause or allow any noise or activity in or around the premises by Lessee or guest/invitees, nor permit anything that disturbs the peace or interferes with the rights, comforts, or convenience of other residents.
9. Children under the age of 12 are not to be left alone on the community grounds or in the apartment/home.
10. Persons under 16 years of age are not permitted in pool, spa, or recreation room areas unless supervised by an adult Lessee.
11. Consumption of alcoholic beverages in the common areas is prohibited.
12. Use or possession of illegal drugs in, upon, or about the apartment, property or community is prohibited.

MAINTENANCE, REPAIRS, ALTERATIONS AND EMERGENCIES

- 13. Maintenance requests should be made by phone (805) 964-6770 or in writing to the management office Monday through Friday from 9:00 a.m. to 5:00 p.m. An after-hours and weekend emergency number (805) 964-6783 is available for items such as:
 - a. Electrical failure (check the circuit breaker before calling)
 - b. Fire (go to safety, and then call the Fire Department)
 - c. Plumbing leaks, lack of water, or no hot water
 - d. Plumbing or sewage backup or overflow
 - e. Lack of heat during winter months
 - f. Broken entry door lock that prohibits entry or securing the premises

Non-emergency calls placed to the emergency service may be subject to a \$20 per call fee. Emergencies should not be reported via e-mail or the Wolfe & Associates, Property Services web site.

- 14. Maintenance requests should be directed to the management office as soon as the problem is noted. The cost of any damages incurred because of Lessee’s failure to report any maintenance problem in a timely manner will be assessed to the Lessee.
- 15. No alterations or improvements shall be made by Lessee without the prior written consent of Lessor. For purposes of this paragraph, alterations and improvements include but are not limited to the following:
 - a. Installation of television, or other antennas or satellite dishes
 - b. The use of adhesive fasteners, heavy nails, mollies, screws, or fastening devices on walls, 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.
- 16. Lessee is responsible for and shall reimburse Lessor for costs related to any drain or plumbing fixture that becomes obstructed or blocked during the occupancy. Lessee shall reimburse, upon demand, Lessor for all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage.

EXTERIOR MAINTENANCE

- 17. No window shall be covered with paper, foil, tinting, or any other material.
- 18. 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

- 19. Unlicensed, uninsured, disabled, unregistered, or inoperable vehicles are prohibited and may be removed at vehicle owner’s expense. All county and state regulations that apply on the public streets will apply on the property.
- 20. Guests shall park on the street.
- 21. 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.
- 22. Automobiles and motorcycles shall not be driven or parked on common areas, patios or sidewalks or lawns. Any damage resulting from a violation of this rule will be assessed to the Lessee.
- 23. 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 or in assigned parking. Abandoned vehicles are subject to removal at the owner’s expense.
- 24. No repairs of any motor vehicle, including changing oil, will be permitted at any time on the premises or in assigned parking. Repairs and/or cleanup of the pavement due to negligence will be charged to the vehicle owner.
- 25. Car washing on the premises or in assigned parking is prohibited.
- 26. Activities are not allowed in or around the streets, driveways, carports or trash areas.

KITCHEN APPLIANCES

- 27. 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.
- 28. Only dishwasher-safe items should be placed in the dishwasher. Please use detergent specifically formulated for dishwashers. Use of dishwasher one time per week is needed for proper maintenance and operation.

SMOKE AND CARBON MONOXIDE DETECTORS

- 29. Smoke detectors are provided in each apartment for the safety of each Lessee. Carbon monoxide detectors are installed in units that have gas appliances or heating. These alarms must be checked monthly by Lessee to ensure they are in proper working order. Lessee must notify management immediately, in writing, of any defect, malfunction, or failure of smoke or carbon monoxide detectors. Battery replacement for the detectors is the responsibility of Lessee.

REFUSE

- 30. Refuse should be placed 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 property by Lessee. Should Lessor have the property grounds cleaned as the result of excessive trash and debris, the labor and dump fees for such cleaning and hauling will be divided equally among all residents to the extent that the responsible party is unidentified. Use of recycling containers, where they are provided, is strongly encouraged.

LAUNDRY FACILITIES (if applicable)

- 31. On-site laundry rooms are available for Lessees only. Lessor shall not be held responsible for items lost or damaged while you are using the on-site laundry rooms. 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, or other heavy articles that may cause damage to the machines. Do not use tints or dyes. 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 appropriate refuse or recycling containers. Equipment failure and/or damage should be reported to the management office immediately.

SAFETY

- 32. No personal belongings, including but not limited to bicycles, mopeds, big wheels, skateboards, roller skates, surfboards, and other play equipment, may be used or placed in or on 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 apartment's assigned carport, patio, bicycle racks, or designated areas.
- 33. 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, and other such items.
- 34. Lessor reserves the right to restrict the use of charcoal, gas or propane barbecues on patios, on balconies, and in the common areas.
- 35. 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.

LESSEE KEYS AND LOCKOUTS

- 36. Lessor does not provide a lockout service. If Lessee is unable to gain entry to apartment/home and requests assistance to unlock Lessee's apartment/home outside of normal business hours, Lessee may, their own expense, call a locksmith to gain entry. All keys or locks replaced by management will be at Lessee's expense. If locks are changed by Lessee, a copy of the key must be provided to management immediately.

RECEIPT AND AGREEMENT

- 37. 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 agreement.

END

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated January 1, 2018 between
Wolfe and Associates, Property Services "Owner/Agent" and
(Date)
(Name of Owner/Agent)

John Smith and Jane Smith "Resident" for the
(List all Residents as listed on the Rental/Lease Agreement)

premises located at 123 Sample St, Unit # (if applicable) 1
(Street Address)

Isla Vista, CA 93117
(City) (Zip)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident initials) _____ (Resident initials)

_____ (Resident initials) _____ (Resident initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:

- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
- Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls.
- Resident shall **cover mattresses and box springs with zippered covers that are impermeable to bed bugs**. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.



2. Resident shall report any problems immediately. Specifically, Resident shall:

- **Report any signs of bed bugs immediately.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully;** those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
- **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
- **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
- **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>

Note: For information about bedbug identification and infestation, please visit:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>



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