

Beach Town Rentals

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Santa Barbara, CA 93109

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Lease 2022

SECURITY DEPOSIT (1st Half) \$ _____ DUE _____ ADDRESS _____

SECURITY DEPOSIT (2nd Half) \$ _____ DUE _____ LESSEE(S) _____

First Month Rent Installment \$ _____ DUE _____

This lease is made on _____ between Lessee(s) and Jesse Lieber (Lessor / Landlord). "Lessee" refers to each and all Lessees.

1. **"LEASED PREMISES" AND "PROPERTY":** The premises consist of the dwelling located at:

_____, Goleta, CA 93117

- A. The "property" is the parcel of land upon which the premises are situated and includes all buildings, structures, fences, improvements, and vegetation on the land.
- B. This lease grants to Lessee (1) the exclusive use of the premises; (2) the non-exclusive use of the driveway or other vehicle parking space assigned, and (3) the non-exclusive use of other property that is not a part of the leased premises. The non-exclusive uses are subject to such restrictions and conditions as Lessor may impose.
2. **LEASE TERM:** The lease term **begins JUNE 27, 2022 AT 12:00 P.M. and ends on JUNE 16, 2023 AT 12:00 P.M.** Graduating senior groups may stay over to Monday, June 19, 2023 at 8:00 A.M. if the intent to do so is conveyed to Lessor in writing by April 1, 2023.
3. **TOTAL RENT:** The rent for the term of this lease is \$ _____. Lessor acknowledges receipt of \$ _____ (Rent Installment# 1), TO BE PAID _____ (Date) and the remainder to be paid in 11 (eleven) installments of \$ _____ on the twentieth (20th) of each month, beginning _____ (Date). The remaining rent schedule is as follows:
- Rent Installment# 2 - Due July 20th
 - Rent Installment# 3 - Due August 20th
 - Rent Installment# 4 - Due September 20th
 - Rent Installment# 5 - Due October 20th
 - Rent Installment# 6 - Due November 20th
 - Rent Installment# 7 - Due December 20th
 - Rent Installment# 8 - Due January 20th
 - Rent Installment# 9 - Due February 20th
 - Rent Installment# 10 - Due March 20th
 - Rent Installment# 11 - Due April 20th
 - Rent Installment# 12 - Due May 20th
4. **OCCUPANTS & PURPOSE:** The premises shall be used solely as a private residence by Lessee and Lessee's minor children. Lessee shall not permit a person other than those named as a Lessee on this Lease Agreement to occupy the premises, without the written consent of Lessor (except a temporary guest who stays for no more than a total of two (2) days during the term hereof).
5. **PAYMENT & NOTICES DELIVERED:** Only one (1) rent check/payment will be accepted and receipted. All rent and notices shall be given or mailed to the Lessor at 1375 SANTA RITA CIRCLE, SANTA BARBARA, CA 93109. Mail slot available 24 hours/day. The bank's return of a rent check places Lessee in default for payment of rent and must be rectified within three (3) days of notification by Lessee's tendering a money order or a cashier's check in an amount equal to rent due plus the \$45 returned check charge plus the late charge. (See point 6). If a second check is returned all further monetary obligations must be paid by money order or cashier's check. All sums due Lessor pursuant to this paragraph or any other provision of this agreement, or law, shall be paid upon demand.
6. **LATE CHARGES:** If any rent payment is not received by the twenty third (23rd) day of the month in which it is due, Lessee agrees to pay \$ _____ - 6% of the total rent liquidated damages as additional rent for bookkeeping and administrative time. Acceptance of partial or late payment shall not be deemed a waiver of Lessor's right to the full amount of future timely payment of rent or the late charge. If any part of the security deposit is paid late it shall also incur a 6% late fee of an amount equal to the full security deposit.
7. **THREE DAY NOTICE:** If Lessee is in default for non-payment of rent or otherwise in default and Lessor gives Lessee, a Three Day Notice To (1) Pay Rent or (2) otherwise perform, Lessee shall pay Lessor \$45.00 liquidated damages as additional rent to cover the expense of preparing the notice and if the notice is served, \$35.00 liquidated damages additional rent for each Lessee served to cover the expense of serving the notice.
8. **SECURITY DEPOSIT:** A security deposit of \$ _____ is paid at the time of the signing of this agreement. Lessee may not apply security deposit to rent. Lessor may co-mingle the deposit with other funds of Lessor, holding and using the same without interest. The Lessor will walk through the property on or about April 15th of the final year of tenancy. If all lease payments are current and the property is in good condition, except for normal wear & tear, (to be decided at the discretion of Lessor) the Lessor will apply 1/2 of the security deposit \$ _____ to the Rent Installment# 12 due May 20th. This will leave a security deposit balance of \$ _____.

- A. **SECURITY DEPOSIT REFUND:** Except as provided below, within 3 weeks after the termination of tenancy and Lessee's vacating the premises, the security deposit shall be refunded by a single check payable to all Lessees, (unless Lessor has written instructions to the contrary, signed by all Lessees), less deductions in the following order:
- i. Lessor's expenses for restoring the premises to the condition that they were in when received by Lessee, reasonable wear and tear excepted. Such restoring includes cleaning (including, but not limited to, carpets), as well as damage, repair and replacement. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time;
 - ii. Lessor's expenses for repairing any damage to the exterior of the property caused by Lessee or any guest(s) of Lessee. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, compensation of Lessor's employees. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time;
 - iii. Carpeting, where found, is prorated on a seven (7) year 'life' of the carpet and your length of stay. Carpet is replaced if there are any permanent stains (bleach, dye, ink, etc.), rips, or burns. Ex. If you move in with a 2 year old carpet, and the carpet needs replacing after your stay of one year – the remaining life of the carpet is 4 years.
 - iv. Painting costs are based on your length of stay: if you stay less than 365 days, the cost is 100% less wear & tear. If length of stay is 2 years the cost is 66% of painting repairs. If length of stay is 3 year it is free except for any wall damage such as holes.
 - v. Lessee agrees that anything left on or about the premises will be (check one): ☒ thrown out or ☐ put in storage; and charged to lessee's deposit.
 - vi. 1/351st of the lease term rent for each day (and part day) that the dwelling is unavailable to rent on account of the need to clean, repair, replace, and restore (except when such unavailability is due to reasonable wear and tear); and in the event that Tenant fails to vacate the premises at the end of the term of this agreement then Tenant shall become liable to Landlord 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 rental rate in effect on the date of such expiration or terminations.
 - vii. Rent delinquencies and other money due Lessor hereunder.
 1. If the amount of such deductions exceeds the security deposit, Lessee shall pay such excess to Lessor, upon demand.
 2. If Lessor has a reasonable belief that repair, restoration, and/or cleaning required is such that it cannot be completed early enough to know the expense thereof in time to compute the amount due Lessee soon enough to meet the 3 weeks requirement, or if for other reason beyond Lessor's control the amount due Lessee or Lessor is not or cannot be known soon enough to meet the 3 weeks requirement, Lessor shall make a reasonable estimate of such expenses and other charges, which shall be used to compute a preliminary determination of the amount due Lessee or Lessor. If such occurs, promptly after completing such repair, restoration, and/or cleaning and the resolution of all other uncertainties, Lessor shall recompute the amount due Lessee or Lessor and give Lessee written explanation thereof.
 3. The refund check (if any) and an itemized statement showing all charges shall be mailed to Lessee addressed to any address in the United States provided by Lessee in writing and if there is a lack of such, then to the dwelling that is the subject of this lease. Lessee shall, upon vacating, provide a forwarding address for Lessee.

The security deposit refund check will be issued to: _____ for distribution to the other lessees.
(Name & Address)

9. **KEYS:** Upon occupancy, Lessees receive one house key per lessee listed on this Lease Agreement. Upon termination of tenancy, all keys issued (one per lessee) must be returned. Failure to do so will require all locks on premises to be re-keyed at Lessee's expense.
10. **UTILITIES:** All utilities (listed below) must be transferred into lessee's name within 48 hours of occupancy. If not completed (and lessor receives utilities bill(s)), each bill will be deducted from lessee's security deposit with an additional \$45.00 fee (per bill received) for administration and bookkeeping.
- A. Lessees pay for Water, Electric, Gas & Trash utilities for their unit. Lessor furnishes only Gardening/landscaping. Lessee will pay all setup costs, deposits, etc. for all utilities. Lessee acknowledges watering and the resulting water utility bill(s) includes outside landscaping watering.
 - B. The following specific utility bills are to be split between the units on property:
 - i. **For property 6624 Pasado:** Trash utility bill split 40% Unit A/60% Unit B
 - ii. **For property 6694 Sabado Tarde:** Water & Trash utility bills split 50% Unit A/50% Unit B
 - iii. **For property 6616 Sabado Tarde:** Single-family residence, no split
 - iv. **For property 1025 El Embarcadero:** Water & Trash utility bills split 40% Unit A/60% Unit B

11. **JOINT AND SEVERAL LIABILITY:** The undersigned residents (Lessees) whether or not in actual possession of the Premises, are jointly and severally liable for all rent incurred during the term of this Lease Agreement, fees & violations, and for all damages to the demised Premises caused or permitted by Residents, their guests and invitees.
12. **CANCELLATION:** This lease is a binding contract. It may not be canceled or changed without Lessor's consent. Lessor will consent to a replacement for a Lessee who wants out after formal notification of their wish to cancel and only if each of the following conditions is met:
- The rent is paid in full to the date of the next due installment.
 - Lessee has found a replacement that is acceptable to remaining lessees.
 - Replacement has completed application process and been approved by Lessor.
 - Lessor has been paid \$750 from each exiting lessee and paid \$50 for original credit report and replacement credit reports from each exiting lessee (which can be taken from security deposit on file).
13. **ALTERATIONS:** Lessee shall not paint, wallpaper, apply tape to any surface, add or change locks, attach anything to the exterior of the premises or the property, including exterior hanging lights from cords, or make any alterations to the premises or to the property without Lessor's prior written consent.
14. **CONDITION:** Lessee acknowledges that the premises are in good repair and in a safe and clean condition except as otherwise indicated on the INVENTORY & CONDITION REPORT that must be completed, signed, and returned to Lessor within three (3) days of occupancy. If the Inventory and Condition report is not signed and returned within three (3) days, then the premises will be conclusively presumed to be in good repair and in a safe and clean condition at occupancy. Upon termination, the premises shall be surrendered in as good condition as at the commencement of this Lease, reasonable wear and tear accepted.
15. **MAINTENANCE:** Repair requests may be submitted to Nick Lieber by phone: (805) 452-4496 or by email at nicholas.lieber@gmail.com. Lessee shall:
- Maintain the leased premises in as good a condition as when received, and pay for, all damages to and cost of repair of the interior of the premises (including, but not limited to, carpeting, walls, floors, ceilings, drapes, window coverings, appliances, plumbing, electrical fixtures, light bulbs, wiring, doors, screens, windows, and all furnishings), reasonable wear and tear accepted. Carpeting shall be vacuumed at least once each week. Lessor is not liable for loss of food, medications, or any damaged items caused by refrigerator or freezer malfunctions.
 - Appliances: Refrigerator(s), microwave, stove, dishwasher, garbage disposal, washer & dryer when present in your unit are an added courtesy loaned without obligation by lessor. It is understood appliances are in "as is" condition and Lessee is solely responsible for repairs, replacement and maintenance. If a malfunction is suspected, contact Lessor immediately. Do not run/operate a damaged appliance as it could further damage the appliance, increasing the cost to repair.
 - Smoking Policy: This premises has been designated as a **non-smoking** premises. Smoking is not allowed inside the Premises or in the common areas by Lessee, Lessee's guests or invitees. Lessee is responsible for costs incurred for any and all cleaning, painting and deodorization required due to smoking of any kind.
 - Overstuffed refrigerators will not close and damage the appliance as a result. Do not overstuff refrigerator shelves (including door shelves). Lessee is responsible for damage to and all maintenance repairs for refrigerators and stoves.
 - Toilets do not overflow unless flushed when clogged and water is at the top of the bowl. DO NOT FLUSH A CLOGGED TOILET when full of water to the top of the bowl. Use a plunger! If you overflow a toilet that is a result of a tenant clog, you will be responsible for charges incurred to clean and sanitize the floors and carpets and dehumidify in addition to any plumbing charges. All clogged/slowed sinks, tubs, and showers are occupant related and must be repaired by tenant and pay any related plumbing charges. Do not use 'Drano' type products or liquid plumber – these products damage plumbing pipes. If found on the premises, there will be a \$50.00 fine. Garbage disposal & dishwasher blockages and clogs are the responsibility of lessee. Do not run a "stuck" or "jammed" garbage disposal or dishwasher, as all repairs and/or replacement of these appliances are lessee responsibility.
 - Lessee is Responsible for keeping and maintaining walk-ways, yard area, driveway, and other common areas free of litter and debris (examples: trash, bottles, cans, cigarette butts). Clean up charges will be \$35.00 per occurrence minimum.
 - Pay for all damage to, and for cost of repair of, the property, to the extent that such damage or need for repair is caused by or is contributed to by Lessee or those on or about the premises with the permission of Lessee. Lessee is responsible for any damage to the landscaping from alteration or damage to the irrigation timer, or sprinkler damage. Lessee agrees to report this to lessor in a timely fashion.
 - Promptly notify Lessor of all plumbing defects (such as, but not limited to, "slow" draining and leaks). Lessee is responsible for all damages resulting from failure to promptly notify Lessor.
 - Cooperate with Lessor (at Lessee's expense) in Lessor's repair and maintenance activity, including, but not limited to, moving Lessor's property and goods for such activities as pest control.
 - Pest Control: Lessor is responsible for termite abatement only; all other pest control is the responsibility of the Lessee. Lessee is liable for any pest control expenses that arise for any reason including unsanitary conditions in or around the house.
 - Not (1) make any alterations or additions, (2) paint, wallpaper, (3) apply tape to any surface, (4) attach exterior antenna, lights, speakers, or anything else outside of the leased premises, (5) change locks, or (6) make any other changes, without Lessor's written consent.
 - Not fail to keep trash cans in the designated trash can areas. All trash must be placed in the cans or it will not be removed. Keep trash areas clean; areas out of control will be cleaned at Lessee expense. There is a \$45.00 fee cleanup of any kind (parties, etc.). Any fines or citations imposed by the city, Marborg Industries, county, or a public office will be paid by lessee.

- m. Lessee is responsible for damage to; and all maintenance repairs to washer & dryer machines and the contents of the laundry area. You must empty the lint trap after using the dryer every time. If necessary, lessor may clean laundry rooms without notice for a cost of \$25.00.
- n. If mold is not reported upon move in, lessee understands that any growth of mold is due to conditions over which lessee, not lessor, has control, namely moisture and ventilation. Lessee agrees to wipe down shower interiors and fixtures following each use, to crack the bathroom window during or immediately following shower, so as to ventilate all steam/moisture. If bathroom is equipped with a fan, run it while showering.

The obligations of Lessee set forth in this paragraph are cumulative and in addition to obligations imposed on Lessee by law:

- 16. **ENTRY:** Lessor may enter the premises (a) in case of emergency; (b) to make necessary or agreed to repairs, decorations, alterations, or improvements; supply necessary or agreed services; (c) to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, contractors, insurance personnel; (d) when Lessee has abandoned or surrendered the premises; (e) pursuant to Court order. Except in cases of emergency, abandonment, or surrender, Lessor shall give Lessee reasonable notice of intent to enter and enter during normal business hours, unless Lessee otherwise consents. Lessor may enter upon the property without notice and for any purpose.
- 17. **ASSIGNMENT OR SUBLTTING:** This Agreement may not be assigned. The premises may not be sub-let in whole or in part. However, summer sublets are permitted if named tenant on lease is in residence, and has been approved by lessor.
- 18. **NOISE, ILLEGAL DRUGS, AND OTHER NUISANCE:** Each of the following nuisances shall constitute a violation of this Rental Agreement, and each Lessee shall assure that each Lessee, member of Lessee's household, guests, as well as persons under Lessee's control refrains from:
 - a. Use or possession of illegal drugs (including so-called "medical" marijuana) in, upon, or about the property.
 - b. Creating or allowing the creation of live music involving electronic amplification from or about the premises and/or the property.
 - c. The operation of TV, CD player, VCR/DVD/Blu-Ray, and/or other sound emitting device in a manner that results in sound being projected beyond the walls of the dwelling.
 - d. Loud, unruly, or disturbing partying or other activity.
 - e. Erecting or using a trampoline on the property.
 - f. Attaching swings or ropes to trees or buildings.
 - g. Use of the premises or the property for any business, commercial, or other non-residential purpose.
 - h. Violation of any law, statute, or ordinance pertaining to the use of the premises or the property.
 - i. Keeping or storing hazardous, toxic, or combustible materials (other than normal household items) in or about the premises or the property.
- 19. **SMOKE DETECTOR ACKNOWLEDGMENT:** The premises are equipped with one or more smoke detection devices. Lessee acknowledges that the smoke detectors are working properly. If a smoke detector does not work, Lessee agrees to replace batteries as needed at Lessee's expense and to inform Lessor immediately of any defect, malfunction, or failure of any smoke detector. Deactivating a properly working smoke detector is not permitted. Doing so may require a replacement of the unit, at Lessee's expense.
 - a. Smoke Detector / Carbon Monoxide Alarm Equipment List:
 - i. 6624 Pasado – Unit A: 3 Smoke Detectors & 3 Carbon Monoxide Alarms
 - ii. 6624 Pasado – Unit B: 5 Smoke Detectors & 3 Carbon Monoxide Alarms
 - iii. 1025 El Embarcadero – Unit A: 3 Smoke Detectors & 3 Carbon Monoxide Alarms
 - iv. 1025 El Embarcadero – Unit B: 5 Smoke Detectors & 3 Carbon Monoxide Alarms
 - v. 6694 Sabado Tarde – Unit A: 5 Smoke Detectors & 2 Carbon Monoxide Alarms
 - vi. 6694 Sabado Tarde – Unit B: 4 Smoke Detectors & 1 Carbon Monoxide Alarm
 - vii. 6616 Sabado Tarde: 9 Smoke Detectors & 4 Carbon Monoxide Alarms
 - b. For the premises, the undersigned acknowledge that:
 - i. The aforementioned Smoke Detector / Carbon Monoxide Alarm Equipment List is accurate.
 - ii. I know the location of each of the smoke detector(s) and carbon monoxide alarm(s).
 - iii. I know that the smoke detector(s) and carbon monoxide alarm(s) is/are battery powered, and that if a battery fails or wears out, they won't work.
 - iv. I know that the carbon monoxide alarms(s) may be powered by being plugged into a wall socket and/or are battery powered. If the alarm requires it, I agree to keep the carbon monoxide alarm(s) plugged in to the wall in the hallway at all times and that if a battery fails or wears out, they won't work.
 - v. I know how to test the smoke detector(s) and carbon monoxide alarm(s) to see whether or not they are working.
 - vi. I will check each smoke detector and carbon monoxide alarm once per week, to make sure that they are working.
 - vii. If a battery fails in a smoke detector or carbon monoxide alarm, I will promptly replace it at my expense.
 - viii. If a smoke detector or carbon monoxide alarm does not properly function, even after battery replacement, I will immediately report that to the Lessor in writing.
- 20. **PETS (ANIMALS/DOGS/CATS/BIRDS/REPTILES/ETC):** Lessee agrees that he/she will not, without Owner's prior consent in writing, bring upon, keep, maintain, permit to be kept or maintained, in, on, or upon the Premises any dog, cat, bird, reptile, or other animal. "Visiting" pets are not permitted. Lessee will pay \$100.00 + \$15.00 per day for each day that Lessee permits an animal to be in or about the premises, whether or not Lessee owns the animal. Lessee is responsible for any and all charges related to cleaning, deodorization, and damage repair resulting from animals or pets on the premises, permitted or unpermitted, of any kind.

21. LIABILITY AND INSURANCE:

- a. Lessee shall hold Lessor harmless from and defend Lessor against any and all claims, for liability, loss, and costs for any injury or damage to any person or property from any cause whatsoever while such person or property is in, upon, or in any way connected with the use of the premises or the property by Lessee and others in or about the premises or the property with the permission (express or implied) of Lessee due exclusively to Lessor negligence.
- b. Lessor's insurance does not cover Lessee's, property, and does not provide Lessee with any coverage for acts or omissions of Lessee. Any loss suffered by Lessee due to vandalism, burglary, mysterious events, or other causes shall be the responsibility of Lessee.
- c. If the Premises is damaged by fire, flood or other casualty, necessitating repairs which require Resident(s) to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option either (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, or (2) give notice to Resident(s) at any time after such damage occurs or repairs become necessary terminating this Agreement as of a date to be specified in such notice.
- d. If Landlord elects to terminate, this Agreement shall expire and all interest of the Resident(s) in the Premises shall terminate and Landlord shall have no obligation to pay for lodging costs to Resident(s) after the termination date. Landlord shall not be required to repair any damage by fire or other cause or to make any repair of any property installed in the Premises by Resident(s).
- e. If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement in force and effect, Resident(s) agree to vacate the Premises for the time necessary for the repairs to be completed and, if Resident(s) need to be absent for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident(s) will remain responsible for all rent while Landlord is paying for the alternative accommodations. If Resident(s) elect to relocate to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such lodging, which shall be at Resident(s)' sole cost and expense; although Resident(s) shall have no obligation to pay rent during the time the Premises is not available to Resident(s) during the repairs if Landlord is not paying for the alternative lodging.

22. SIGNIFICANT REPAIRS:

- a. If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, fire damage repairs, etc.) which require Resident(s) to vacate the Premises for any length of time, Resident(s) must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. Landlord shall give Resident(s) at least ten days written notice of the need to vacate the Premises which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident(s) will need to be absent from the Premises.
- b. Resident(s) agree to vacate the Premises for the time necessary for the work to be completed and, if Resident(s) need to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing. Landlord shall be responsible to pay for the alternative housing; however, Resident(s) will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident(s) elect to relocate to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such lodging, which shall be at Resident(s)' sole cost and expense; although Resident(s) shall have no obligation to pay rent during the time the Premises is not available to Resident(s) during the repairs if Landlord is not paying for the alternative lodging.
- c. **DUTY TO COOPERATE:** Failure to vacate the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement.

23. **RENTERS INSURANCE:** Landlord does not provide insurance for Resident(s)' personal property or automobile. Renter's Insurance is designed to provide Resident(s) with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred should the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Resident(s) from any liability claims resulting from their own personal activities. For example, should Resident(s)' negligence be the cause of a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. Resident(s) are encouraged to obtain Renter's Insurance in an amount sufficient to cover any personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)' guests or invitees.
24. **WAIVER:** The waiver by either party of any breach shall not be construed to be a waiver of any subsequent breach. The receipt of rent by Lessor with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver. Any waiver or modification of this lease must be in writing and signed by the waiving party.
25. **DEFAULT BY LESSEE:** The occurrence of any of the following shall constitute a material default and breach by Lessee; (a) any failure of Lessee to pay the rent or to make any other payment required hereunder; (b) the abandonment of the premises by Lessee; (c) a failure by Lessee to observe and perform any provision of the Lease or attachments incorporated by reference. In the event of any such default by Lessee, Lessor may terminate this Lease and regain possession of the premises in the manner provided by the California Laws of Unlawful Detainer. Lessor may recover from Lessee damages in the amounts specified in Civil Code section 1951.2.
26. **LIQUIDATED DAMAGES:** There follows a series of house rules. It is agreed that Lessee's failure to obey each of them is a breach of this Agreement. It is also agreed that, as to each of them, Lessor's damages for Lessee's breach would be impracticable and extremely difficult to ascertain, and therefore, it is further agreed that the sum of money assigned to each as liquidated damages, additional rent for each such breach is a reasonable sum. That a violation of the lease subjects Lessee(s) to liquidated damages does not mean that Lessor may not terminate the tenancy for the violation. Lessor's demanding or receiving a liquidated damage amount is not a waiver

of Lessor's right to serve a 3 day notice to perform or quit and is not a waiver of any other breach. In the event of termination of the lease by lessor due to a breach by lessee, any loss of income incurred by the lessor due to an inability to re-lease the property will be paid by lessee for the remaining term of the lease.

a. **PARTY ACKNOWLEDGEMENT**

- i. Lessees agree that loud partying or large gatherings of people on the property resulting in police (Isla Vista foot patrol, I.V.P.O.A, or Sheriff) issuing a citation, arrest of tenant or guest, and/or the logging of a P.E.N. (property email notification) report to lessor for any reason (noise, loud music, large group of people in or about premises, public nuisance, etc.), shall result in a fine of \$1,000.00 per occurrence. Fine to be paid by lessees in the next month's rent installment. Unpaid fine(s) can be taken out of the Lessees' Security Deposit.

b. **VIOLATION FEE SCHEDULE:**

Any electric space heaters, gas can, solvents, acetone, lighter fluids, fire pits, interior candles or any flammable liquid of any nature found anywhere on the property (including the interior). Ladders are forbidden to be on the property at any time.	\$750 /offence /day
Lessee's check shall not be returned by the bank. Inclusive of bank's charges:	\$45
Bicycles shall be parked in designated bike racks. Bicycles found elsewhere may be impounded and held for claiming. No storage of any item permitted on the outside of a property.	\$25 /occurrence
Interior upholstered furniture may not be place outside	\$20/day after notice
No loud partying resulting in police citation, arrest of tenant, or any police report or log of any kind requiring any police intervention (Police report of a disturbance, large groups of people on property, noise, or public nuisance of any kind). See aforementioned Party Acknowledgement.	\$1,000 /occurrence & any cost of repairs
No live bands:	\$500
No beer keg or kegerator:	\$500
No Hookah:	\$250
No being on the roof	\$750 /Person /Occurrence AND any costs to repair leaks thereafter and/or any structural damages
No trash cans outside of designated area for trash cans:	\$35
No skateboarding or shooting basketball hoops	\$25
No unpermitted occupants	\$50 + \$20/day per person
Failure to return all keys at termination of tenancy	\$30 + cost to rekey all locks/new & keys
No Animals/Birds/Reptiles	\$100 + \$15/day per animal/bird/reptile
No Pong/Beer Pong tables	\$100 /day
No Trampolines	\$100
No Holes in Any Ceiling	\$25/hole
No Holes anywhere in "wood room" (6616 Sabado Tarde)	\$100/hole
No unauthorized renting or subleasing of property through airbnb or any vacation rental website of any kind	\$2,000 /occurrence

27. Lessee agrees garages, lofts or other areas not originally designed as bedrooms are not to be used for sleeping as it is a violation of Santa Barbara county zoning code. Lessee shall defend and indemnify lessor and hold lessor and the property of lessor free and harmless from any losses, liabilities, demands, obligations, costs and causes of action arising from lessee's use of the property in a negligent manner or in a manner which violates any law, rule or ordinance.
28. **Mold / Mildew Notification:** It is the goal of Lessor to maintain the highest quality living environment for Lessee(s). The Lessor and/or Agent inspected the Premises prior to lease term and knows of no plumbing leaks or damp or wet building materials and knows of no mold/mildew or mildew in Premises. Lessee is hereby notified that mold/mildew, however, can grow if the Premises are not properly maintained and ventilated. If moisture is allowed to accumulate in the Premises due to condensation or humidity, it can cause mildew and mold to grow. It is important that Lessee allow air to circulate in the Premises. It is also important that Lessee keeps the interior of the Premises clean and notify Lessor/Agent of any leaks, moisture problems, and/or mold/mildew growth. Mold/mildews are found nearly everywhere on Earth; they reproduce by emitting countless tiny spores that can easily become airborne; some mold/mildew spores will be found floating through the air and in house dust. **Mold/mildew spores will not grow if moisture is not present. Indoor mold/mildew growth can and should be prevented or controlled by controlling moisture indoors. Isla Vista is close to the ocean and prone to fog and dampness. If there is surface mold/mildew growth in your home, Lessees must remedy any humidity issues and clean up the mold/mildew.**
- a. Lessor has informed and made available to all lessees the mold information booklets as required by the California Department of Public Health.
 - b. Lessee agrees to maintain the Premises in a manner that prevents the occurrence of mold, mildew, and fungus growth within the Premises.
 - c. Lessee agrees to uphold this responsibility in part by complying with the following list of responsibilities:
 - i. Lessee agrees to keep the Premises free of moisture and dirt, belongings, or debris that can harbor mold/mildew
 - ii. Lessee agrees to immediately clean and dry any visible condensation or moisture on windows, floors, ceilings, walls, and other interior surfaces as soon as it is discovered. (Note: Mold/mildew can grow on damp surfaces within 24 to 48 hours.)
 - iii. Lessee agrees to immediately notify Lessor/Agent of overflows from bathroom, kitchen, or laundry facilities; especially toilet overflow and those that may have permeated walls or cabinets.
 - iv. Lessee agrees to report to the Lessor/Agent any significant mold/mildew growth on surfaces inside Premises.
 - v. Lessee agrees to use bathroom fans and/or open the windows during and after showering or bathing.
 - vi. Lessee agrees to use exhaust fans and/or open windows whenever cooking, dishwashing or cleaning.
 - vii. Lessee agrees to allow for ventilation and airflow behind furniture and underneath beds by allowing for a gap of at least 2 inches between walls and/or floors and beds and/or furniture. This will increase circulation and help prevent moisture from being trapped behind furniture in humid rooms. Do not "overstuff" your closet or the space under your bed. Do not place mattresses directly on the floor.
 - viii. Lessee agrees to use all reasonable care to close all windows, skylights and other openings in the premises to prevent rain from penetrating into interior of Premises.
 - ix. Lessee agrees to immediately clean any mold or mildew from surfaces such as walls, ceilings, belongings, etc. and/or remove belongings as soon as mold or mildew is discovered.
 - x. Lessee agrees to immediately report to the Lessor/Agent any water intrusion, such as plumbing leaks or roof leaks.
 - xi. Lessee agrees to allow the Lessor/Agent to enter the Premises to inspect and make necessary repairs.
 - xii. Lessee agrees to notify the Lessor/Agent of any problems with the heating systems within the Premises.
 - xiii. Lessee agrees to indemnify and hold harmless the Lessor/Agent from any actions, claims, losses, damages and expenses arising from problems with mold/mildew, including, but not limited to, attorney fees that the Lessor/Agent may sustain or incur as a result of the negligence of Lessee or any guest or other person, occupying, or using the Premises.
29. **BED BUG NOTICE:**
- d. Lessee Acknowledgement:
 - i. Resident understands that Bedbugs are an ongoing problem in the rental housing arena and that Resident plays an important role in ensuring that Bedbugs do not infest the Premises. This Addendum defines Resident's responsibilities under the Rental Agreement regarding Bedbug control. By signing this Addendum, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no/were no Bedbugs present in the Premises at the time of Resident's move-in.
 - ii. Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for Bedbugs and do not contain any Bedbugs. If Resident detects that any personal property of Resident may have Bedbugs, Resident promises not to bring said property onto the Premises. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of Bedbugs. Resident agrees to do his/her part to ensure Bedbugs do not enter the Premises after he/she 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 Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry Bedbugs. In addition, Resident 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 guests.

- iii. Resident agrees to report any sighting or signs of Bedbugs immediately in writing to Owner/Agent. Since Bedbugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report of any Bedbug sightings or signs immediately.
 - iv. Resident agrees to cooperate in every way with Owner/Agent'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 Owner/Agent, 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. Resident understands this preparation may be onerous, but agrees to comply with the instructions for Bedbug preparation if requested by Owner/Agent.
 - v. Resident understands and agrees that he/she is responsible to do what he/she can to prevent any Bedbugs from entering the Premises and/or to limit any infestation by taking instructed precautions.
 - vi. Resident agrees to indemnify and hold Owner/Agent harmless from any claims, losses, damages and expenses caused by Bedbugs, including Resident's failure to reasonably take said precautions to control Bedbugs and/or Resident's negligent actions regarding Bedbug control.
 - vii. Resident agrees to obtain personal property/renters insurance to protect him/her against any loss relating to Bedbugs and/or Bedbug infestation. Resident agrees not to hold Owner/Agent liable for any loss of personal property due to Bedbugs or a Bedbug infestation. All Bedbug remediation / abatement is Lessee responsibility.
- e. Bed Bug Information: For prospective residents & lessees – in compliance with California Civil Code §1954.600-1954.605**
- i. Rental property owners in California may not show, rent or lease a unit that the owner knows has bed bugs. It is not required that an owner inspect for bed bugs, but if a bed bug infestation is apparent, the owner is considered to have knowledge of bed bugs in the unit. (Civil Code §1954.602)
 - ii. Bed Bug Appearance - Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
 - iii. Life Cycle and Reproduction - An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
 - iv. Bed bug Bites - Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation:
 - 1. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - 2. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - 3. Very heavily infested areas may have a characteristically sweet odor.
 - 4. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
 - v. For more information, see the Environmental Protection Agency website <https://www.epa.gov/bedbugs> and the National Pest Management association website <http://npmapestworld.org/index.cfm>. (Civil Code §1954.603)
 - vi. The prompt reporting of suspected bed bugs is critical to their treatment, which requires the full cooperation of the resident, the owner, and the pest control operator to be successful. The owner may not retaliate against a resident who gives notice of a suspected bed bug infestation. (Civil Code §1942.5)
 - vii. Owners are required to give notice of intent to enter, and residents are required to cooperate with the inspection and request for information to facilitate bed bug detection and treatment. This may include providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator. (Civil Code §1954.604)
 - viii. The owner shall notify the resident of those units inspected by the pest control operator pursuant to Section 1954.604 of the pest control operator's findings in writing within two business days of receipt of the findings For confirmed infestations in common areas, all residents shall be provided notice of the findings. (Civil Code §1954.60)
 - ix. Controlling bedbugs is uniquely challenging, as bed bug resistance to existing insecticidal control measures is significant. Early detection and reporting of bed bugs is an important component required for preventing bed bug infestations. Lack of cooperation by owners and residents can undermine pest control operator efforts to identify the presence of bed bugs and control an infestation. Depending on the treatment strategy, it is often critical that

residents cooperate with pest control operators by reducing clutter, washing clothes, or performing other activities. Likewise, inadequate or untimely response or planning by owners may exacerbate an infestation.

30. **SEVERABILITY AND MISCELLANEOUS:** This Lease shall be governed by and construed according to the laws of the State of California. The invalidity of any portion of the Lease shall not affect the validity of the remaining portions. The headings of the paragraphs of the Lease are intended only for convenience and are not intended to limit the scope of any paragraph. Whenever the context of any provisions shall require it, the singular number shall include plural numbers and vice versa.
31. **SPECIAL FEES:** Any new charge or fee imposed during the term of this lease or any extensions thereof by federal, state, local, or municipal district, or local government entity, arising out of the ownership or operation of the property on which the premises is part during the term of this lease, including by not limited to: any premises inspection fee or charge (except if the fee or charge results in a notice of violation), parking district charge, Isla Vista Recreation and Park District fee or assessment shall be passed on a prorated basis, and shall be passed on to lessee and be due and payable as additional monthly rent.
32. **Exclusive Venue:** The parties to this lease agree that any action concerning a dispute, claim or controversy arising out of, in relation to or in connection with this lease shall be brought in the Superior Court for the State of California, County of Santa Barbara, and such parties consent to personal jurisdiction of that court in any such action.
33. **Attorney's Fees:** Lessor and lessees agree that if any legal action or proceeding be brought by either party to enforce any part of this agreement or any local, state, or federal law the prevailing party shall recover in addition to all other relief, responsible attorney's fees and costs not to exceed thirty five hundred dollars (\$3,500.00).
34. **Safety:** Resident understands that the Premises are not in a full security complex and that the Owner does not employ security personnel to patrol the Premises to provide for Resident's safety. Each Resident assumes the risk of residing on the Premises for themselves, their children, guests or invitees, without recourse against the Owner/Agent of the Premises. Owner does not take responsibility to mediate disputes between or among Residents and the obligation to resolve disputes with others on the Premises is accepted by Resident as one of the obligations of the tenancy.
35. **NOTICE, MEGAN'S LAW:** Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.meganslaw.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.
36. **PROPERTY SUBJECT/EXEMPT FROM 1482**
- f. For properties 6624 Pasado Unit A & B, 1025 El Embarcadero Unit A & B, 6694 Sabado Tarde Unit A & B, Goleta, CA 93117: California Law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.
 - g. For property 6616 Sabado Tarde, Goleta, CA 93117: This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just-cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d) (5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
37. **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND HAZARDS:** Notice to Lessee (Tenant): If you have not been provided a pamphlet on lead disclosure you may view it on-line at the following web address: www.epa.gov/lead/leadpdf.pdf. 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, owners must disclose the known presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessee must also receive a federally approved pamphlet on lead poisoning prevention.
- h. Lessor's Disclosure**
- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises. Lessor has no reports or records pertaining to lead-based paint and has provided Lessee with a federally information pamphlet.
 - ☐ Lessor has knowledge of lead-based paint and/or lead-based paint hazards that are present in the premises and has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. Lessor has provided Lessee with all available reports and records pertaining to lead-based paint and hazards and has provided Lessee with a federally information pamphlet or alternatively lessee has viewed the same on the EPA web site noted below.
- i. Lessee's Acknowledgement**
- ☒ Lessee has received copies of all information above. Tenant has received the pamphlet "Protect Your Family from Lead In Your Home" and agrees to promptly notify lessor of any deteriorated and/or peeling paint. Alternatively, if I have not been provided the hard copy, I have reviewed the same information on the EPA web site: <http://www.epa.gov/lead/leadpdf.pdf>
38. **CERTIFICATION OF ACCURACY:** Lessor's signatures on this Lease Agreement indicate the Lessee(s) have received the information above and certify, to the best of their knowledge, that the information received is true and accurate.
39. **ENTIRE CONTRACT:** Time is of the essence. All prior or contemporaneous written or oral agreements between the parties are incorporated in the Lease. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement.

40. **EACH LESSEE DECLARES THAT HE/SHE:** (a) is completely informed as to all facts relating to this Lease and as to the rights and liabilities as set forth herein; (b) enters into this Lease voluntarily; (c) has carefully read each provision of the Lease, Inventory & Condition Reports and all other attachments hereto; (d) completely understands each provision of this Lease and agrees to perform all promises, covenants, terms and conditions herein.
41. **PARKING:** Parking is for the sole use of LESSEES-Not guests. Lessee shall not park or store any non-operational vehicle, boat, Jet Ski, trailer, R.V. or house trailer on the premises. Spaces are marked by the unit to which they belong. Anything parked in an unauthorized area, including but not limited to, lawns, driveways and unmarked spaces, may be towed at the Lessee's expense. Lessees are authorized to tow vehicles from spaces marked for their individual units with proper identification and a signed copy of this lease. Lessor assumes no liability or responsibility for towing by lessee. Use only Thomas Towing, (805) 964-0989.

The undersigned Tenant(s) acknowledges having read and understood the forgoing Lease Agreement, and receipt of a duplicate original.

Santa Barbara, California

Dated: _____

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Lessor's Signature: _____ Date: _____