

RESIDENTIAL LEASE AGREEMENT

This Lease entered into on _____ by and between the individuals named on page 13 and 14 of this Lease, jointly hereinafter sometimes called "Lessee," "Lessees," "Lessee(s)," "Resident" or "Residents" and Michael Karagozian, hereinafter sometimes called "Lessor", "Landlord", or "Owner".

Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as 6662 Del Playa Drive, Unit _____, Goleta, CA 93117, hereinafter referred to as the "Premises". The Property Manager/Lessor's Agent of said Premises is John Finseth ("Lessor's Agent"), whom may be reached at (805) 403-3151.

It is hereby agreed to between the parties hereto as follows:

1. TERM. The term of this Lease shall commence at 12:00 p.m. on _____ ("Lease Commencement Date"), and terminate at 12:00 p.m. on _____ ("Lease Expiration Date") (collectively "Term"). Lessee(s) canceling the above check-in time and requiring a special check-in time, agree to a special check-in charge for time and travel of \$100 Monday through Friday and \$200 on weekends, plus \$45 per hour or portion thereof wait time beyond appointment time.

2. RENT. The total rent for the term shall be payable in 11 installments (July through May) of \$ _____ on the ***first*** of every month. Lessor agrees that the total rent may be shared by Lessees. ***Rent shall be paid by one of the following methods: (1) in one check to Michael Karagozian at PO Box 17805, Irvine, CA, 92623; or (2) submitted online by one Lessee via Zelle to mcgozian@gmail.com.*** Lessee(s) understands that he/she is JOINTLY AND SEVERALLY responsible for the rent installment, regardless of the number of Lessees in residence/possession. ***Note: The rent amount for the last month will be prorated and paid with the first installment.***

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 2 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 2 of this Lease: (____)(____)(____)(____)(____)(____)(____)**

3. ACKNOWLEDGEMENT OF GUARANTEE OF LEASE. Lessee acknowledges that a Guarantee of Lease that is signed by Lessee, co-signed by parent/legal guardian (co-signer signature must be notarized), and returned to Lessor, is required. The completed and notarized Guarantee of Lease must be provided to Lessor's Agent upon Lease execution. Guarantee of Lease is attached hereto.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 3 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 3 of this Lease: (____)(____)(____)(____)(____)(____)(____)**

4. SECURITY DEPOSIT.

a. The Security Deposit amount shall be the equivalent to one month of rent plus five hundred dollars (500.00): \$ _____ and shall be due at the time of Lease execution. ***The Security Deposit left with Lessor is on a joint and several***

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

basis as security for the performance of all terms of the Lease and to reimburse Lessor for Lessor's payment of the water service bills during the Term.

- b. Move In Inspection. Lessor's Agent will conduct a Move In Inspection ("MII") of the Premises with at least one (1) Lessee and execute a Move In Check List ("MICL"), which will be signed by the Lessee(s) present at the inspection and Lessor's Agent, within three days of the Lease Commencement Date. During the MII, Lessor's Agent and Lessee(s) present will inspect the Premises and determine if any items on the MICL need cleaning or repair. If it is determined by Lessor's Agent and Lessee(s) present that an item(s) on the MICL will need cleaning or repair, Lessor shall perform such cleaning or repair of the item(s). **Any one Lessee's signature on the MICL constitutes agreement of the condition of all items on the MICL and is binding and conclusive on all parties to this Lease for establishing the condition of the Premises at the Lease Commencement Date.**
- c. Move Out Inspection. Lessees understand and agree that Lessees **may request** a Move Out Inspection ("MOI") of the Premises with Lessor's Agent and at least one (1) Lessee to execute a Move Out Check List ("MOCL"), which will be signed by Lessor's Agent and Lessee(s) present at the inspection, no earlier than fourteen (14) days before the Lease Expiration Date and no later than five (5) days before the Lease Expiration Date. During the MOI, Lessor's Agent and Lessee(s) present will inspect the apartment and determine which item(s) on the MOCL will need to be cleaned or repaired as a result of Lessees' occupancy. **Any one Lessee's signature on the MOCL constitutes agreement of all items on the MOCL and is binding and conclusive on all parties to this Lease for establishing the condition of the Premises at the Lease Expiration Date.**
- d. Lessees understand the Premises will be clean and all building supply systems – water, gas, waste, etc. will be in good repair upon commencement of Lease. **Lessees agree that where cleaning and repairs are necessary due to Lessees' occupancy, Lessor may, at his option, use his own employees for such cleaning and repairs, and deduct the amounts for such cleaning and repairs from Lessees' Security Deposit.** Lessor expenses shall include, but are not limited to: labor, insurance, required government contributions, worker's compensation, vacation pay, cost of materials, contractor, bookkeeping and related administrative costs. Lessees understand and also agree that the Security Deposit may be applied by Lessor to pay for the loss or damage to Lessor's personal property, including but not limited to: refrigerator(s), stove(s) burner top(s), oven(s), drapes, blinds, fences, landscaping plants, shrubs, lawn, sprinklers, and timer.
- e. Damage and other tenant charges during the Term are due and payable upon presentation of invoice. **If Lessees fail to pay Lessor for damage and other tenant charges during the Term, such charges will be deducted from Lessees' Security Deposit.**
- f. If all original keys are not returned at end of the Term, Lessees shall pay for the cost of new locks and keys.
- g. The Security Deposit amount, **minus any of Lessor's deductions for any necessary repairs and/or cleaning as a result of Lessees' occupancy and for any**

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Lessor's Initials: (____)

other charges that were the responsibility of Lessees during the Term, will be refunded to Lessee's permanent address **twenty-one (21) days** after the Premises has been permanently vacated by Lessees, along with copies of the receipts showing the necessary repairs and cleaning conducted by Lessor as a result of Lessees' occupancy and/or any other charges that were Lessees' responsibility during the Term.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 4 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 4 of this Lease:** (____)(____)(____)(____)(____)(____)(____)

- 5. LATE CHARGE AND/OR RETURNED CHECKS.** (a) Lessees acknowledge either late payment of Rent or issuance of a returned check may cause Lessor to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and later charges imposed on Lessor. **If any installment of Rent due from Lessees is not received by Lessor or postmarked by the fifth (5th) of each month, Lessees shall pay to Lessor an additional sum of \$150.00 as a Late Charge, which shall be deemed additional rent. If a check is returned due to insufficient funds, Lessees shall pay to Lessor a \$35.00 non-sufficient fund (NSF) fee for the first returned check and \$45.00 as a NSF fee for each additional returned check, which shall all be deemed additional rent.** (b) Lessor and Lessees agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Lessees' late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Lessees. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under Section 2 or prevent Lessor from exercising any other rights and remedies under the lease and as provided by law.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 5 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 5 of this Lease:** (____)(____)(____)(____)(____)(____)(____)

- 6. SECURITY DEPOSIT REFUND.** A 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 Premises that are subject of this Lease. Lessee shall, upon vacating, provide the U.S. Postal Service with a forwarding address for Lessee. Return your keys per instructions in vacating packet. Lost keys are subject to lock replacement. Deposit refund checks that are lost, by any means will be re-issued within 15 days of written notification. Actual \$30.00 charge will be deducted from the deposit for stop payment bank fee for lost check plus a service charge of \$30.00.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 6 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 6 of this Lease:** (____)(____)(____)(____)(____)(____)(____)

7. UTILITIES.

- a. Electricity service, gas service, water service, phone service, cable TV service, and internet service shall be Lessee's responsibility**, including, but not limited to

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Lessor's Initials: (____)

scheduling and keeping appointments for relighting of pilots should relighting become necessary during the Term.

- b. Lessees understand and agree that **in order to obtain the keys to their Unit on move in day, Lessees must provide Lessor's Agent, either prior to or on move in day, with the gas service and electrical service account numbers showing that Lessees have transferred the gas and electrical service into their name as of their move in date.** Please contact The Southern California Gas Company and Southern California Edison to transfer gas and electrical service in your name as of your move in date.
- c. Lessor is responsible for the trash service at the Premises.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 7 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 7 of this Lease: (____)(____)(____)(____)(____)(____)(____)**

8. WATER SERVICE PAYMENT AND REIMBURSEMENT.

- a. Pursuant to Paragraph 7(a), Lessees are responsible for the cost of the water service at the Premises. The water service at the Premises is not separately metered to each Unit. ***Each Unit will share the total cost of the water service each month on a fifty/fifty (50/50) pro rata basis.***
- b. Lessor will pay the water service bill each month and deduct Lessees' one half (1/2) share of the total bill from Lessees' Security Deposit as reimbursement for payment. A copy of each water service bill will be included with the itemized statement that will be provided to Lessees after Lease expiration, pursuant to Paragraph 6.
- c. Lessees may obtain copies of the water service bills during the Term upon request by Lessees to Lessor's Agent.

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 8 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 7 of this Lease: (____)(____)(____)(____)(____)(____)(____)**

9. POSSESSION. Keys and possession of the Premises will not be delivered to Lessee until Lessor is provided: ***an executed Lease and Guarantees, Security Deposit, first and last month rent installment, and gas and electrical service account numbers.***

*****By initialing here, Lessee(s) acknowledge that the terms of Paragraph 9 of this Lease were explained to them by Lessor's Agent, and that they have read and understood Paragraph 8 of this Lease: (____)(____)(____)(____)(____)(____)(____)**

10. SUBLEASE.

- a. Should Lessee withdraw after executing the Lease, withdrawing Lessee is responsible for all rental payments, except when they find a roommate replacement acceptable to remaining roommates and Lessor.

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

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Lessor's Initials: (____)

b. Sublet procedure, if allowed, is: (i) Give written 30 day notice of impending breaching of the lease. (ii) Pay \$250.00 administrative fee for subletting of lease. Provide owner/agent names and reference information on proposed replacement roommate. (iii) When fee is received by owner/agent, owner/agent will check references of proposed replacement roommate obtained by departing Lessee. (iv) If replacement roommate is acceptable to owner/agent, the replacement roommate will be offered a lease to sign. (v) Lessee breaching Lease understands that: advance payment of rent, if any, will not be returned to defaulting departing Lessee by Lessor. Advance payment of rent must be resolved between Lessee(s) themselves, including incoming replacement roommate, rather than looking to Lessor to solve problem(s) caused by Lessee breaching of this lease. (vi) Deposit will be returned by Lessor less charges, if any. Replacement roommate will pay Lessor a deposit. Signatures will be required by all parties on disposition form prior to completion of lease sublet. (vii) Breaching/remaining roommate(s) are responsible for: collection of signatures required, deposit and sending same to Lessor PRIOR to replacement roommate move-in. Deposit debited if administrative fee or other charges are not paid. Cleaning and unpaid bill disputes are resolved between Lessees. Lessees in residence at end of term are responsible for condition of apartment. No exceptions. Defaulting Lessee will be pursued by Lessor to the fullest extent, including any legal means. One sublet only per apartment.

c. Lessee shall not assign this lease or any interest therein and shall not sublet the demised Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the demised Premises or any portion thereof **without the prior written consent of Lessor**, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment or subletting or occupation or use by another person. Any such assignment, subletting or use without such consent shall be void, and shall, at the option of Lessor, terminate this lease, or at Lessor's discretion, Lessor may raise the rent in accordance with the number of additional persons occupying the Premises. Upon subletting, breaching Lessee is secondarily responsible for lease provisions. Should sublet person not perform, breaching Lessee becomes primarily responsible. If Lessee decides to summer sublet, at least ONE of the original Lessees must occupy the Premises at all times. Lessee must submit to Lessor copies of completed summer sublet applications.

11. LEASE OPTION FEE. A non-refundable Lease Option Fee has been collected to hold this apartment and by the signing of this lease by all Lessees and their co-signers, one each Lessee, will revert to security/cleaning/damage/occupancy deposit. Lease Option Agreement made part of lease.

12. CANCELLATION. Cancellation not allowed after expiration of lease option. Lessees, co-signers responsible for: rent, legal, releasing, and associated costs/fees until Lessor releases apartment.

13. APARTMENT COMPONENTS. Vendors/Lessor/Lessor's Agent inspect and offer: glass, screens, carpeting, and window coverings in good condition and repair at commencement of Lease. Lessor shall repair all subsequent dilapidations of the Premises that render them untenable as defined by the laws of the State of California except deterioration or injuries

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Lessor's Initials: (____)

occasioned by Lessee's want of ordinary care to prevent waste/damage. Lessee will replace damaged glass or screens within seven (7) days notice by Lessor or be subject to replacement cost plus cost for supervising and/or labor, travel time for replacement/repair.

14. TENANT HOUSEKEEPING RESPONSIBILITIES. Lessee agrees, to prevent damage to Premises via un-cleaned dirt, garbage build-up and the results of any non-cleaning: mildew and like, that Lessee will not allow any of above conditions to develop. These and other conditions created by absent Lessee's regular housekeeping will be reported by Lessee. Condition(s) found will be corrected in seven (7) days of notice to Lessee at Lessee's expense or Lessee will be charged for professional cleaning/corrective action needed. Lessor and Lessee agree as reasonable people that cleaning apartment once per week, removing trash from apartment into trash cans when containers are full, cleaning mildew as needed are reasonable, ordinary and customary standards that Lessee will follow in order to not create (chargeable to Lessee) apartment damage.

15. USE/OCCUPANCY LIMITS. Permanent Resident. Lessees agree not to use the demised Premises for any purposes other than residential and that said Premises may be permanently occupied by any other person besides Lessees. Temporary guests may stay for five (5) days without the prior written consent of Lessor. For longer stays, Lessees must make a written request and obtain the prior written consent of Lessor. ***All additional persons staying longer than five (5) days on the Premises without the prior written consent of Lessor will be considered illegal permanent residents and shall be occupying the Premises in violation of this Lease.*** Lessees agree that there shall be no more than twenty (20) people per apartment on the Premises at any one time when having parties.

16. LATE DELIVERY OF APARTMENT. If for any reason whatsoever Lessor cannot deliver possession of said Premises to Lessee at the Rent Commencement Date, this Lease shall not be void or voidable, nor shall Lessor be liable for any loss or damage resulting therefrom, except that Lessee shall be entitled to a proportionate reduction of rent.

17. TRASH. Lessees agree to pick up after parties and put trash in receptacles. If not, trash removed at Lessees' Expense. Lessees will neither place nor store any personal property outside said apartment except operable vehicles in designated areas. All such items may be removed at Lessees' cost plus service charge, and Lessor shall not be responsible for said removal. ***Lessees will be charged for the hauling and dumping of furniture, other miscellaneous items, and access trash not in garbage receptacles left by Lessees after Lessees permanently vacate the Premises.*** Lessees agree to: have a vacuum in apartment, and clean apartment and sweep stairs/balcony/front door step weekly, as applicable to prevent excessive wear and tear.

18. PETS. Lessees agree that ***NO*** pet of any kind shall be permitted in or about the Premises. If any pet is found in or on the Premises, Lessees agree to pay additional rent of \$200 per installment plus \$15.00 for each day or portion thereof such pet is allowed by to remain in or about the Premises by Lessees, plus a \$200.00 (or actual if greater) deflea and deodorizing charge payable immediately upon notification and invoicing. ***The above terms of this provision shall also apply to visiting pets.*** Any stray animal that appears will NOT be fed or enticed to stay. If a stray animal is fed and/or entice to stay, the stray animal will subsequently become the property of Lessees and the above terms of this provision shall apply.

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Lessor's Initials: (____)

19. UNAUTHORIZED, UNINSURED, NONPROFESSIONAL REPAIRS/CHANGES. Lessee agrees not to install or permit to be installed, water beds/water-filled furniture in the demised Premises without the written consent of Lessor. No installation of exterior antennae. Lessee agrees not to make or cause to be made any alterations or improvements upon said Premises, except upon the written consent of Lessor. Any alterations or improvements made by lessee, with or without consent of Lessor which in the opinion of Lessor tend to detract from the usability of said Premises, shall be removed by Lessor and restored, at Lessee's expense, to the condition existing prior to alterations or improvements by professionals hired by Lessor. Lessees agree only vendors approved in writing by Lessor are authorized to supply material/labor for Premises. Unauthorized repairs are responsibility of Lessee including: corrective repairs, suit stemming wholly or in part from unauthorized repairs including, but not limited to; personal injury, workers compensation claims. Including installation of interior or exterior locks. Lessee will not have right of storage. Any change will require monthly charge.

20. SHOWING APARTMENT/ENTERING. The Lessor reserves the right to enter the demised Premises at reasonable times for the purpose of maintenance, repair, show, inspect, or to determine if there has been a breach of this agreement, with the understanding that except in the case of emergency or abandonment of the Premises by Lessee, or maintenance requested by Lessee, Lessor will give Lessee reasonable notice of such entering. On termination of tenancy, for whatever cause, the Lessor or his agent may enter said Premises and remove any and all personal effects of the Lessee and may retain possession of said apartment, and of such personal property until all charges of any kind including rent, damages, or storage, shall be paid in full.

21. CHANGES TO LEASE AGREEMENT. The waiver by either party of any breach shall not be construed to be a continuing 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 of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to the lease.

22. ACTS OF NATURE/ACCIDENTS. In the event of a partial destruction of said Premises or the building containing same, during said term which requires extensive repairs, Lessor shall forthwith make such repairs, provided such repairs can be made within one hundred eighty (180) days, but such partial damage (including any destruction necessary in order to make repairs required) shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deductions to be based upon the apartment area involved. *One hundred eighty (180) construction days with permit granted.

23. RESPONSIBILITY FOR CONDUCT OF THIRD PARTIES. Lessee shall be responsible and liable for all acts and conduct of all persons on the Premises with the consent of any Lessee. Lessor shall not be liable for or responsible for the acts or neglect of co-tenants, occupants of other apartment units, or other persons in or upon the apartment complex (except for Lessor's agents). Lessor shall not be liable for any damage or injury caused by act of God, water, gas, pipes bursting, roof leaks nor for any damage arising from the act or neglect from Lessee or other occupant of the same building or any Lessor or occupants of adjacent or contiguous property, except for willful negligence by Lessor.

24. REPAIRS: LESSOR AND LESSEE RESPONSIBILITIES. When Lessee calls or submits a written repair request, per requirement in effect by the Lessor or manager, Lessee agrees

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

workmen may have access to apartment at workmen's earliest next available day from 8:00 a.m. to 5:00 p.m., Monday through Friday without making a specific time appointment in order to make speedy repairs. Workmen, Lessor/Agent will give reasonable notice and day of repair, except for emergencies such as dangerous water leaks, backed up sewer line, electrical shorts and other potential damaging/hazardous situations. If Lessee requires a specific time appointment with workmen, it is Lessee's responsibility to communicate with workmen, Lessee's schedule and work out a mutually acceptable appointment. Damage to apartment due, wholly or in part, from Lessee not reporting needed repair, delaying repairs by not keeping or refusing to make repair appointments are immediately payable and the sole responsibility of the Lessee(s) collectively Lessee is responsible for housekeeping, replacing light bulbs, reporting repairs, keeping appointments and moving goods for repairs, flipping breaker switch if circuits overload, and replacing smoke alarm batteries.

- 25. LESSOR NOT INSURER.** Lessee shall hold Lessor harmless from and defend Lessor against any and all claims for liability whatsoever. Lessee shall hold Lessor harmless for: lien/payment caused by Lessee; damages against Lessor, vendors, reps., for damage to Lessee's person and property, except for Lessor negligence. Any loss to Lessor due to vandalism, burglary, or mysterious events shall be the responsibility of the Lessee. Lessee shall maintain all risk insurance for their goods and Lessee's negligence.
- 26. LESSEE RENTAL HISTORY.** Lessee agrees and understands renewal of contract will not be offered if Lessee: does damage to apartment, has a late payment or bounced check payment record, or disturbs the peace. Lessee agrees no live band or amplified instruments are permitted on leased property, eviction, at Lessor option, on first breaching and \$750.00 live band fee charged. Lessee rental history given out to third parties per current law at the time.
- 27. BREACH OF LEASE PROVISIONS.** Noncompliance with any lease provision subjects Lessee to fine and/or to eviction due to breaching of contract by Lessee.
- 28. HOLDING OVER.** Lease terminates on date indicated on page 1, Section 2 without further notice. A month to month tenancy shall be created ONLY if Lessor accepts rent from Lessee thereafter. Lessee agrees to pay at the rate of \$350 per day for three bedroom apartments for each day that the property is occupied/personal property remains in or anywhere on demised property beyond lease termination day.
- 29. SEPARABILITY.** If any provision of this agreement is held to be unenforceable such determination shall not affect the validity of the remaining provision(s) of this agreement.
- 30. LEASE COUNTERPARTS.** This lease may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same lease. Execution shall be deemed completed as soon as all parties have signed one of the counterparts in ink.
- 31. DESIGNATED AREA FOR BAR-B-QUE.** Lessee agrees to only use bar-b-que 15 feet away from anything flammable. Flammables are: cars, buildings, fences, and the like. Bar-b-que to be used per above and on nonflammable surface: grass, concrete, asphalt 15 feet away from flammables. Lessee agrees that there shall be no open fires. Stairs, landings, balconies and the like are not designated areas. Nonconforming bar-b-que removed at Lessee's expense.

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Lessor's Initials: (____)

- 32. BIKES.** Lessor agrees to have available a bike parking area for Lessee. The Lessee agrees to keep bikes only in those designated areas. No bikes in walkways/stairs or attached to wood fences. Lessee agrees not to store bicycles within the apartment. Bikes, motor or not, parked in unauthorized areas will be impounded and stored. Lessee and owner costs associated with impounding and storage will be paid by Lessee in cash or certified funds prior to return of violating vehicle. Necessary due to insurance companies' liability regulation.
- 33. FURNITURE.** Lessee agrees not to move or store or use any furniture or furnishings outside which are not designed to be used outside without prior consent of Lessor.
- 34. USE OF NON-SLEEPING AREAS.** Lessee agrees garages or other areas not bedrooms are not to be used for sleeping since it is a violation of Santa Barbara county Zoning Code. Lessor is held free of all liability, loss, obligation and cost on account of or arising out of any such illegal use.
- 35. REPORTING OF REPAIRS – DRAINS/DISPOSALS, ETC.** Lessee agrees to maintain the demised Premises including all waste drains in working order, leased therewith in good condition and repair, and not permit any damage thereto. Should such damage, waste, or stoppage occur, for whatever reason, Lessee agrees to clear drain repair or replace immediately at Lessee cost. Mains certified clear prior to move-in, are charged to residents on a pro rata basis. Lessee shall report ALL situations requiring repair immediately to Lessor, or his agent, or assume full responsibility for any additional repair, or damage whatsoever caused, wholly or in part, by such non- reporting of needed repair, especially water leaks anywhere in apartment. Garbage disposals jammed due to misuse will be repaired at Lessee's cost. Do not use Draino or like cleaners in drains, as cleaner damages pipes. Damage caused directly or indirectly by clogged drain(s) paid by Lessee.
- 36. DISHWASHER AGREEMENT.** Lessee agrees to use dishwasher per manufacturer operating instructions, keeping same, and not allowing waste and to maintain dishwasher except for mechanical breakages. Normal and reasonable use and maintenance of dishwashers is Lessee's responsibility. That includes using only dishwashing soap approved by manufacturer. If Lessee(s) allows hard water build-up that is due to Lessee error, not machine breakage, and it will be Lessee(s) responsibility to pay for service for hard water build- up.
- 37. SMOKE DETECTOR/EXTINGUISHER.** The Lessor agrees to provide smoke detectors. Lessee agrees fire extinguisher and smoke detector are in good condition at time of occupancy, and Lessee agrees to maintain each in working order at all times, repairing, filling or replacing defective or discharged item(s) immediately at Lessee's cost. Lessee shall repair or replace all defective or discharged items, give Lessor a written report on all situations requiring repair immediately (to Lessor/Agent) or assume full financial and legal responsibility for any damage whatsoever, without limit, arising in whole or in part, from such non-reporting, non- repair or nonworking/faulty items. A Smoke Detector Agreement is made a part of this lease.
- 38. LOCKS.** Should Lessee change existing or install new locks without Lessor's written consent, Lessee is immediately subject to lock replacement costs or whatever repair necessary to return damaged master keyed lock security system to original condition. Lessee agrees to immediately provide Lessor with new master cut key(s) for any lock(s) changed from original condition when apartment was leased. Lock replacement \$101.50 minimum. Letting Lessee into apartment due to Lessee losing the key, etc. is subject to a travel and auto expense

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Lessor's Initials: (____)

charge of \$75.00. Lessee installed locks that damage jam or door by lock or by Lessee labor will be Lessee door charge. Door charge minimum \$200.00, material and labor; jam minimum \$200.00

- 39. WINDOW COVERINGS.** If window coverings are present, Lessee agrees window coverings and hardware are in good condition upon beginning of lease and agree to clean, repair or replace at Lessee's expense any damage whatsoever immediately upon Lessor's request.
- 40. BUILDING EXTERIOR.** Lessee agrees to maintain building, outbuildings, fences, other structures, grounds and keep free of damage and waste, leased herewith in good condition and repair. Should damage occur it is responsibility of Lessee to repair, replace damage at Lessee's cost in order to return damaged item to original condition as at commencement of lease period, detailed on the inventory and condition report includes missing items, e.g., garbage cans.
- 41. SUBLET DAMAGE.** Cleaning and damage repair needed to correct same done by sublet people to be completed by Lessee within 30 days of notification by Lessor. Any outstanding cleaning or damage not completed in 30 days will be completed by Lessor and/or tradesmen and billed to Lessee. Payment is due upon presentation of bills with same remedies available to Lessor as unpaid rent.
- 42. INSPECTION.** Periodic walk throughs of apartment will be made by Lessor and/or his Agent in order to inspect property safety condition and maintenance needs. Lessee will be made aware of inspection finding(s) if any, and given reasonable notice of inspection.
- 43. PHONE/CABLE LINES.** New phone or cable lines, jacks, etc. in or out of apartment may only be run with Lessor's prior written consent. Lessee will be charged for unauthorized lines and damage.
- 44. BEER KEGS.** No kegs inside apartment due to extensive damage incurred.
- 45. SUPERVISION OF REPAIRS.** If Lessor or Lessor's Agent is required to supply supervising and/or administrative time and/or material for repairing, replacing damaged or broken items that are Lessee's responsibility per agreement, then, Lessor/Owner/Agent may charge Lessee the reasonable cost for such supervising/administration function(s).
- 46. ROOF, ANTS, AND MISCELLANEOUS.** **(a)** No persons or objects are permitted on roof at any time for any reason. If chairs, bottles, books, etc., are observed on roof, Lessor may at his discretion levy a charge at time of discovery of such activity for roofing company inspection of \$100 plus repair of any damages found. **(b)** Lessee will be responsible for exterminating ants inside of the Premises. **(c)** Lessee understands the stipulation that any holes in any surface or patch, adhesive or other mars, will not be deemed normal wear and tear. Lessee agrees to bear the cost of a professional painter to patch, repaint, and otherwise repair walls and ceilings damaged in such a manner. Minor surface damage subject to minimum vendor charge and \$2.00 per mar plus preparation and material. **(d)** Lessee/co-signers will be charged for Lessor's time dealing with Lessee's generated utility problems. Example, Lessee needs to disconnect phone at end of lease and pay all utility closing bills. **(e)** If interior door locks changed, Lessor requires two keys to lock and replacement of owner locks at end of term. **(f)** Any damage done to Premises due to burglary, parties, visitors or the like will be

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Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

repaired immediately at the Lessee's expense. This includes, but is not limited to, doors, windows, landscaping and fencing.

47. PARKING. Parking of any wheeled vehicles in unauthorized areas, including but not limited to lawn, will be towed at vehicle owner's expense. Lessee pays actual damage and \$30.00 per occurrence.

48. APPOINTMENTS WITH VENDORS. Residents will make and keep appointments with vendors making repairs or improvements. If residents require – by not keeping or making appointments – anyone to be hired to meet vendors, then that required cost is passed through to resident(s).

49. UNFURNISHED APARTMENT. We the undersigned understand that the apartment is offered as an unfurnished apartment.

50. CONDITION OF PREMISES. Lessee shall: **(a)** keep the Premises in a clean and sanitary condition; **(b)** dispose of all rubbish, garbage and waste in a clean and sanitary manner; **(c)** properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; **(d)** not permit any person, in or about the Premises with Lessee's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon., nor him/herself to do any such thing; **(e)** occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Lessee shall be liable for the expense of any repair caused by Lessee's failure to comply with conditions. Lessee shall not alter the Premises nor wallpaper any portion nor repair any damage thereto, except with Lessor's prior written consent before or after an initial inspection on termination per Civil Code 1950(b). Lessee is obligated to do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by Lessor in writing and to provide Lessor with releases from such individuals evidencing full payment for any such repair or cleaning work. Lessee shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Lessor.

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

52. MEGAN'S LAW. NOTICE PURSUANT TO SECTION 2079.10 OF THE CALIFORNIA CIVIL CODE. Section 2079.10 of the California Civil Code requires the following NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to

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Lessor's Initials: (____)

paragraph (1) of subdivision (a) of section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

53. ADDENDA. Lessee acknowledges that additional terms and provisions have been agreed upon, which are designated as an Addenda, copies of which are attached hereto marked hereto, and are incorporated herein as though fully set forth herein.

54. STORAGE. Any items placed in or outside buildings or anywhere on the Premises are stored at Lessee's sole risk.

55. CRAWL SPACE. Lessees are prohibited from attic crawl space.

56. NON-SMOKING HOUSING. Lessee understands this is a nonsmoking apartment. Smoke smells/damage will require additional cleaning and paint than a smoke free apartment and Lessee will be charged for additional blind cleaning, paint and like.

57. LONG TERM HOLD OVER. No subletting, holding over, or like occupancy beyond Lease expiration. Breaching parties subject to: eviction, lost rent, attorney fees, rental and court costs.

58. LEAD WARNING STATEMENT.

- a. 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 presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.
- b. Lessor's Disclosure. Lessor has no knowledge of lead-based paint and/or lead-based hazards in the Premises. Lessor has no reports pertaining to lead-based paint and/or lead-based paint hazards in the Premises. 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. The following documents have been provided:
 - c. Lessee's Acknowledgment. Lessee has received copies of all information above. Lessee 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.
 - d. Real Estate Agent's Acknowledgment. Real Estate Agent has informed the Lessor of the Lessor's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

6. _____
Print Name Legal Signature Current Phone #

Permanent Street City State Zip Code

7. _____
Print Name Legal Signature Current Phone #

Permanent Street City State Zip Code

Lessor:

Print Name Legal Signature Date

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

ADDENDUM

To: Residents and Co-Signers

From: Michael Karagozian

Re: General Background Information on Community Student Housing, and Student Renter Disclosure Check-List, and Personal Guarantee

As we are members of the Santa Barbara Rental Property Association, we are familiar with leasing procedures and requirements in the community. Lease provisions holding single unmarried adults jointly and severally responsible for the rental payments is the standard of the community and of the South Coast as well. The same is true of the requirement for co-signers. Parent/co-signers should know that our historical experience is that no parent/co-signer has had to pay rent except for their own student renter. Of course, we cannot know the actions of people in the future so we can offer our historical experiences, not guarantees. If parent/co-signers have a question they may call our Property Manager, John Finseth, during our office hours from 9:00am – 6:00pm at (805) 403-3151. We would be happy to talk with you about any questions. However, as we have discussed with student renters, we do not modify our leases. If 9:00am – 6:00pm is not convenient, we will return your calls at our next available opportunity.

Prior to our making an appointment to sign the attached lease, we the undersigned have:

- 1. Inspected referenced apartment.
- 2. Received permission from parents/co-signers to enter into this Lease.
- 3. Apprised parents/co-signers they would be required to co-sign the Lease, and
- 4. The Lease would be the standard of the community, a joint and several lease.

If I must withdraw at any time from the Lease, I will find a replacement for myself acceptable to all parties to the Lease, pursuant to Paragraph 9 of the Lease, in order to ensure that none of the other residents will need to pay for my rent.

Referenced Apartment: 6662 Del Playa Drive, Unit _____, Goleta, CA 93117.

By signing and dating below, I signify that I have read and understand my responsibilities to owners/managers, my roommates, their parent co-signers, and my parent co-signers.

_____	_____
Date	Date
_____	_____
Date	Date
_____	_____
Date	Date

Date	

By initialing below, Lessee(s) acknowledge that they have read and understood this page:

Lessees' Initials: (____)(____)(____)(____)(____)(____)(____)

Lessor's Initials: (____)

GUARANTEE AGREEMENT

1. In consideration of the execution of the Rental Agreement dated _____, for the Premises located at 6662 Del Playa Drive, Unit _____, Goleta, CA 93117, by and between Michael Karagozian as Owner ("Lessor") and _____, as Resident ("Lessee"), and for valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, herein Guarantor, does hereby guarantee unconditionally to Owner, its successor, and assigns, including management companies, the prompt payment by Resident of the rent or any other sums which become due, pursuant to the Rental Agreement, a copy of which is attached hereto, including any and all court costs or attorney's fees incurred in enforcing the Rental Agreement.
2. In the event of the breach of any terms of the Rental Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any legal fees incurred in enforcing the Rental Agreement.
3. This Guarantee may be immediately enforced by Owner or Owner's designated representation upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
4. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner against Guarantor.
5. If any legal action or other proceeding is brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.
6. This Guarantee does not confer a right to possession of the Premises by Guarantor, and Owner not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner proceeding against Guarantor for Guarantor's obligations under this Guarantee.
7. Unless released in writing by Owner, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy provided by the Rental Agreement and for any extensions granted pursuant thereto.

***PARENT(S)/LEGAL GUARDIAN(S) SIGNATURE MUST BE NOTARIZED**

Guarantor Name: _____ Signature: _____

Guarantor Address: _____
Street City State Zip

Guarantor Phone Number: _____