

LEASE AGREEMENT

LAS CASITAS TOWNHOMES

1400 Stafford Street, San Luis Obispo, CA 93405

This lease is entered into on _____, by and between **Las Casitas Townhomes** ("Landlord"), and _____, _____ ("Tenants").

Landlord hereby leases to Tenants those premises known as ___ at 1400 Stafford Street, San Luis Obispo, California (the "leased premises").

1. **Term.** The term of this is 12 months, beginning on **July 1, 2015** and terminating on **June 27, 2016**. The last day of the lease is the 27th of June and is not considered a short month or prorated. The last 3 days of June is a time period to provide time for the owner to ready the premises for the next tenant.
2. **Rent.** Tenants agree to pay to Landlord as rent for the use and occupancy of the leased premises the sum of \$_____ per month. The rent is payable in advance on or before the first day of each month, commencing on July 1, 2015, at **1377 Stafford St. #2 San Luis Obispo, CA 93405**. If Tenants fail to pay any installment of rent, or any portion thereof, by the third day of each month, Tenants shall pay to Landlord as a late charge, the sum of \$25, plus \$10 per day for each day late. In addition to late fees, a fee of \$35 shall be charged to Tenants for each dishonored check.
3. **Security Deposit.** Tenants shall deposit with Landlord a security deposit of \$_____ with the application. Landlord will hold this security deposit for the faithful performance by Tenants of their obligations under this lease and for the cleaning and repairing of the leased premises after surrender by Tenants. Landlord will return to Tenants the full amount of the deposit within 21 calendar days after Tenants have vacated the leased premises, less any amounts that are reasonably necessary to remedy any defaults in the payment of rent by Tenants, to repair damages to the leased premises caused by Tenants or Tenants' guests (other than ordinary wear and tear), and to clean the leased premises. Tenants agree to have carpets professionally cleaned and provide Landlord with a copy of the receipt for the cleaning services. Without the receipt Landlord shall be entitled to have the carpets professionally cleaned and deduct the same from Tenants' security deposit. Tenants agree that cleaning of the carpets shall not be considered ordinary wear and tear.
4. **Utilities.** Landlord agrees to pay all charges for water, sewer, trash, basic cable, and internet. Tenants agree to pay for all other utilities, including but not limited to, electricity, telephone service, and any cable or internet upgrades and to make payments for these utilities directly to the utility companies. **UNDER NO CIRCUMSTANCES ARE THE MODEMS OR DIGITAL CABLE BOXES TO BE REMOVED FROM THE APARTMENT OR RETURNED TO CHARTER.**
5. **Occupancy of Leased Premises.** Except as otherwise provided in this paragraph, only Tenants will occupy the leased premises. Occupancy by guests of Tenants staying more than 5 consecutive days without the written consent of Landlord shall be a breach of this lease. No other person shall be permitted to occupy the leased premises except with the prior written approval of Landlord. Tenants agree to limit the number of guests attending social gatherings or parties to fewer than 10 people for a one-bedroom apartment and fewer than 15 people for a two-bedroom apartment. Tenants agree that a gathering of guests in excess of the number permitted by this lease shall be a breach of this lease.
6. **Use of Leased Premises.** Tenants agree that the leased premises are to be used exclusively as the living quarters of Tenants and shall not be used for any other purpose. Tenants shall not do or permit anything to be done in or about the leased premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the leased premises to be used for any improper, unlawful, or objectionable purpose.
7. **Pets** Tenants shall not keep any pet, or permit any pet to be kept, on the leased premises.
8. **Damage to the Leased Premises.** Tenants shall be liable for the cost of repairs of any damage to the leased premises caused by Tenants or any guest of Tenants. Except as provided by law, such repairs shall be made by the Landlord at the Tenants' expense. The cost of such repair may, at the option of Landlord, be considered additional rent due and payable with Tenants' next regularly scheduled rent payment after receipt of invoices from Landlord.
9. **Multiple Occupancy.** Tenants acknowledge that this lease is between Landlord and each tenant executing this lease, jointly and severally, whether or not in actual possession of the leased premises. **In the event of default by any one signatory, the remaining signatories shall be responsible for timely payment of 100% of the rent and all other provisions of this lease.**
10. **Prohibition of Smoking.** Tenants and Tenants' guests or visitors shall not smoke cigarettes or any other tobacco products in the building, or in public areas, including the courtyard and pool area. Cigarette butts must be disposed of properly. Violation of the smoking prohibition shall be a breach of a material term of this lease.
11. **Liquid Furniture.** No liquid furniture of any kind is allowed on the leased premises.
12. **House Rules** Tenants and Tenants' guests shall obey the House Rules governing the building, as they currently exist and as they may be amended in the future. Tenants agree that the House Rules are incorporated by reference into this lease and constitute a term of this lease. Tenants acknowledge receipt of the Rules and Regulations and agree to abide by the policies, rules, and procedures therein.

(Tenant Initials)

(Tenant Initials)

13. **Condition of Leased Premises.** The rights and responsibilities of Landlord and Tenants relating to the condition of the leased premises are as follows:
It is the tenant's responsibility to provide owner with an inventory condition report within 24 hours of moving in and the tenant accepts the condition of the premises upon taking possession of the premises. Tenants acknowledge that they have inspected the leased premises, including all furnishings, fixtures, appliances, and other personal property subject to this lease and agree that they are in satisfactory condition and good working order. Tenants may complete a form listing any item not in satisfactory or working condition. Any photo documentation and/or beginning inventory and condition report must be signed as received by and signed for by the landlord within 24 hours of taking possession.
14. **Alterations and Repairs by Tenants.** Tenants shall make no alterations to the leased premises, which include the private patio, including but not limited to, painting or wallpapering.
15. **Entry by Landlord.** Landlord may enter the leased premises with the consent of Tenants or upon prior reasonable notice to Tenants. Twenty-four (24) hours' notice shall be deemed reasonable advance notice. Landlord's right to enter the leased premises shall include, but not be limited to, making repairs, alterations or

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additions, inspecting the leased premises, or to show the leased premises to prospective tenants, purchasers, or mortgagees. Entry shall be made during regular business hours, which are defined as 9:00 a.m. to 5:00 p.m., Monday through Saturday. In the event of an emergency, Landlord may enter the leased premises without consent or without prior notice at any time.

16. **Locks and Keys.** Landlord shall have duplicate or master keys to all locks on the leased premises. Tenants may not change or add any lock to Tenants' apartment.
17. **Assignment and Subletting.** Tenants may not assign this lease or sublet all or any portion of the leased premises without the prior written consent of Landlord. Tenants agree that if this lease is assigned, with Landlord's consent, Landlord will not release any portion of the security deposit, which shall continue to be held by Landlord as security for performance by the subtenant.
18. **End of Term Inspection.** Before the end of the lease term, Landlord will make an initial inspection of the premises and provide Tenants with an itemized statement specifying the repairs and cleaning proposed to be deducted from the security. Tenants will have the opportunity to remedy the identified deficiencies before the end of the lease date. Tenant must be completely moved out by midnight on the last day of the lease.
19. **Default by Tenant.** Landlord and Tenants agree that every condition, covenant, and provision of this lease is material and reasonable. Any breach by Tenants of a condition, covenant, or provision of this lease will constitute a material breach. For any material breach by Tenants, Landlord may provide Tenants with a written three-day notice that describes the breach and demands that Tenants cure the default (if a cure is possible). If Tenants do not cure the default within the three days, or if a cure is not possible, this lease will be terminated. Termination of this lease for a breach by Tenants will not occur unless the events described in this paragraph occur.
20. **Name and Address of Agent of Owner.** The person authorized to act for and on behalf of the owner of the leased premises for the purpose of service of process and for the purpose of receiving all notices and demands and rent if Tenants elect to pay the rent in person is the **MANAGER. THE BUSINESS ADDRESS IS 1377 STAFFORD ST., SAN LUIS OBISPO, CA 93405.**
21. **Notices.** Any notice or demand to owner shall be given to owner at the previously stated address. Any notice or demand to tenant shall be given to tenant at the leased premises or served by owner on any one of the tenants and shall be deemed service to all tenants.
22. **Waiver.** The waiver by Landlord of any breach by Tenants of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenants either of the same or of another provision of this lease. Landlord's acceptance of rent following a breach by Tenants of any provision of this lease, with or without Landlord's knowledge of the breach, will not be deemed to be a waiver of Landlord's right to enforce any provision of this lease.
23. **Attorneys' Fees and Venue.** If any legal action or proceeding arising out of or relating to this lease is brought by either party to this lease, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party. Any action or proceeding arising out of or related to this Lease shall be filed and maintained solely in the state court with subject matter jurisdiction therefore sitting in San Luis Obispo County, California. The parties hereby waive their respective rights to a trial by jury in any action or proceeding involving the leased premises or arising out of this lease.
24. **Binding on Heirs and Successors.** This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenants; provided, however, that nothing in this paragraph shall be construed as a consent by Landlord to any assignment of this lease or any interest in it by Tenants.
25. **Time of Essence.** Time is expressly declared to be of the essence in this lease.
26. **Sole and Only Agreement.** This instrument is the full, complete, sole, final, and exclusive agreement of the parties concerning the matters covered by this agreement and the rights granted and duties undertaken as between the parties. This lease may be modified or amended only by a writing signed by all parties.
27. **Severability.** If any provision of this lease is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this lease shall be deemed valid and enforceable to the extent possible.
28. **Hold Harmless and Waiver.** Tenant expressly agrees to indemnify and hold owner harmless and in no way accountable for any liability for personal injury or property loss or damage of any nature and howsoever the same may be caused or may arise, resulting directly or indirectly from the occupancy or use of the leased premises by tenants, members of tenants families or tenants guest. No insurance is provided by the owner for tenant's personal property. Tenant is encouraged to obtain renters insurance.
29. **Disclosure of State Date Base of Registered Sex Offenders.** As required by California Civil Code Section 2079.10a, the following terms are incorporated into and made a part of your residential rental agreement. "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.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."
30. **Lead Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the leased premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the leased premises.

Tenants have received the above-stated lead warning statement and landlord's disclosure and have received the pamphlet "Protect Your Family from Lead in Your Home." Tenants further certify, to the best of Tenants' knowledge, that this statement is true and correct.

(Tenant Initials)

(Tenant Initials)

31. **Noise Violations.** The tenant agrees not to make any excessive noise nuisance, such as will disturb the peace and quiet of the neighbors. Tenants acknowledge that the City of San Luis Obispo strictly enforces both a Noise Ordinance (Chapter 9.12 of the Municipal Code) and an Unruly Gatherings Ordinance (Chapter 9.13 of the

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Municipal Code) and agree that a violation of either of these chapters of the Municipal Code shall constitute a material breach of this lease. Tenant shall not violate any governmental law ordinance relating to the use of the premises. Tenant shall pay all fines assessed as a result of such violations committed by tenant or guest of tenant. If the landlord is notified by the police of a complaint for any reason, the tenant agrees to pay minimum of \$100 charge for the first offense, \$200 for the second offense, and \$300 for the third offense, plus all additional cost that the owner occurs. Payment is due the day after the citation or warning is issued to the tenets. If not, paid five dollars per day late fee will apply.

(Tenant Initials) _____
(Tenant Initials)

Executed on _____, at San Luis Obispo, San Luis Obispo County, California.

LANDLORD

Las Casitas Townhomes

By _____
Dan Scarry, Manager

TENANTS

Full Name: _____ Date: _____
(sign)

Full Name: _____ Phone Number: _____
(print) Email address _____

Permanent Address: _____ City State Zip _____

Full Name: _____ Date: _____
(sign)

Full Name: _____ Phone Number: _____
(print) Email address _____

Permanent Address: _____ City State Zip _____