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Terms & Conditions

1.1 PARTIES

The parties to this agreement are California-West, Inc., as agent for the owner of the property, hereafter called "Landlord," and <<Tenants (Financially Responsible)>>, hereafter called "Tenant."

1.2 PREMISES

Landlord rents to Tenant and Tenant rents from Landlord the premises commonly known as <<Unit Address>>which will be referred to hereafter as the "Premises," subject to the terms, conditions, and covenants set out herein, which are a material part of the consideration for this agreement.

The following appliances, if any, are also provided by Landlord to Tenant: <<Appliances Included>>.

1.3 TERM

The commencement date of Tenant's occupancy at the Premises is <<Lease From>>.

The term of this lease is from <<Lease Start Date>> through <<Lease End Date>>.

This lease is the entire agreement between Landlord and Tenant for the term described above and in the event of any conflict or inconsistency this lease replaces all prior leases or agreements between the parties, if any, for the rental of the Premises.

If this lease becomes a month-to-month agreement as set forth in paragraph 1.12 below then either party may terminate the tenancy by the giving of written notice to the other of intention to terminate at least 30 days prior to the date of termination but never less notice than required by law.

1.4 POSSESSION

If Landlord is unable to deliver possession of the premises to Tenant on the date stated in the preceding paragraph then Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for rent until possession is delivered. Tenant may terminate this agreement by written notice to Landlord if possession is not delivered within ten (10) days of the lease start date stated in the preceding paragraph.

Possession is sometimes delayed due to circumstances out of Landlord's control, such as the condition of the Premises upon expiration of the prior tenancy. Tenant should confirm with Landlord the anticipated move-in date prior to making any firm moving arrangements.

Tenant shall return possession of the premises to Landlord at the expiration of this agreement by delivering keys to the premises to Landlord's office.

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1.5 RENT

1. The monthly rent for the premises shall be <<Monthly Rent>> and will be due and payable in advance on the first day of each month.
2. Additional rent, if any, is described below and in Section 3 of this agreement.
3. There is no grace period and Landlord is entitled to make written demand for the rent unpaid on the second day of the rental period.
4. Rent shall be made payable to California-West, Inc. and delivered by personal check, money order, or cashier's check to 1380 Broad St., San Luis Obispo, California 93401 or via online portal or to such other person or place as Landlord may designate in the future. Payment via online portal is a courtesy only and such courtesy may be revoked by Landlord at any time for any reason. Landlord may, at Landlord's sole but reasonable discretion, demand payment by certified funds only.
5. Should Tenant fail to pay an installment of rent, or any portion thereof, by the first day of each month, Tenant shall pay to Landlord, as a late rent charge, the sum of <<Late Fee Rule>>. Such charge shall be deemed additional rent for such rental period and Landlord may deduct such charge from the Tenant's Security Deposit.
6. In addition to any late rent charge, a fee of \$25.00 shall be charged to Tenant for any check or funds returned by the bank; a late fee will also apply if funds are returned and that causes Tenant to have not paid rent when due.

1.6 UTILITIES

Tenant shall be responsible for all utilities and services and agrees to make payment for same, except the following which, if any, shall be paid by Landlord: <<Utilities Included>>.

If Tenant is responsible for paying any utilities or services, then Tenant must immediately contact the utility and/or service provider and put those utilities and/or services in Tenant's name. Should Tenant fail to do this, then the utilities and/or services may be turned off and Tenant must reimburse Landlord for any fees that Landlord incurs as a result thereof. In addition, Tenant agrees to pay a \$15.00 invoice fee for each invoice that Landlord sends to Tenant for reimbursement of any utility expenses which Landlord

pays as a result of Tenant's failure to immediately put utility service in Tenant's name.

1.7 SECURITY DEPOSIT

1. Tenant agrees to pay <<Security Deposit Charges>> as a security deposit, due on or before the date this agreement is signed.
2. The Security Deposit may be used by Landlord for the following: damage to the premises caused by Tenant or any other person on the premises with Tenant's consent (normal wear and tear excepted); breach of this agreement including without limitation nonpayment of rent, late rent charges, and any other fees as set forth herein; and cleaning of the premises, including carpet cleaning by a licensed professional carpet cleaning company. If Tenant ever pays an additional deposit to Landlord in connection with a pet, even if sometimes referred to as an additional "pet deposit," then that additional deposit may also be used by Landlord as described above and not only for damages caused by a pet.
3. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
4. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.**
5. To the full extent permitted by law, Tenant is liable to Landlord for any costs to Landlord that Landlord incurs as a result of this Tenant's breach of this agreement and for any costs arising therefrom, even if that sum exceeds Tenant's Security Deposit.
6. The Security Deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any Security Deposit returned by check shall be made out to all Tenants named on this Agreement or subsequently added to this Agreement with express written approval of Landlord.
7. No interest will be paid on the Security Deposit.
8. If California-West, Inc.'s authority to manage the Premises is terminated before the expiration of this agreement and the Security Deposit is released by California-West, Inc. to the property owner or subsequent manager or anyone else then California-West, Inc. shall notify Tenant, in writing, where and to whom the Security Deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold California-West, Inc. responsible for the Security Deposit.

1.8 USE, OCCUPANCY AND MAINTENANCE OF THE PREMISES

The premises are to be used only as a private residence and for no other purpose without the prior written consent of Landlord. The premises shall be occupied by only the following persons and by no other person except with prior written approval from Landlord:<<Tenants (Financially Responsible)>>, <<Other Occupant(s)>>.

Occupancy by guests of Tenant staying more than 15 total days over the entire term of this agreement without the prior written consent of Landlord shall be considered a breach of this agreement by Tenant.

Tenant agrees to not allow any excessive noise or activity on the premises or commit any other nuisance or act which disturbs or interferes with the peace and quiet of neighbors.

Tenant agrees to keep the dwelling unit in a clean and sanitary condition, to keep the premises clear of debris, rubbish and unsightly materials, and to not allow the commission of waste upon the premises. If the premises is a single family dwelling or duplex, Tenant agrees to take proper care of any surrounding grounds, including but not limited to lawns and shrubbery.

Tenant shall not violate any governmental law or ordinance relating to the use of the premises. Tenant shall pay all fines assessed as a result of such violations committed by Tenant or guests of Tenant.

1.9 ENTRY, INSPECTIONS

Landlord may enter the premises with consent of Tenant or upon prior reasonable written notice to Tenant (24 hours shall be deemed reasonable advance notice) for the purpose of: making repairs, alterations or additions; installing, repairing, testing or maintaining smoke detectors and carbon monoxide detectors; inspecting the premises for preventative maintenance issues; or to show the premises to prospective Tenants, purchasers or mortgagees.

Entry shall be made during regular business hours. For the purpose of making repairs and showing and inspecting the premises, regular business hours shall be defined as 8:00 AM to 7:00 PM, Monday through Saturday. In the event of an emergency (such as fire or plumbing leak, etc.), Landlord may enter the premises without consent or prior notice.

Landlord shall have duplicate or master keys to all locks upon the premises. Tenant shall not re-key the premises without prior written consent of Landlord.

1.10 DAMAGE TO THE PREMISES

Tenant shall be liable to Landlord for the cost of repairs of any damage to the premises caused by Tenant or any guest of Tenant, exclusive of ordinary wear and tear. As per applicable law, Landlord is responsible for all ordinary wear and tear to the Premises and nothing in this lease shall be construed to imply otherwise.

Except as provided by law, such repairs shall be made by Tenant at his/her expense within ten (10) days after notice of need for repair by Landlord or Landlord may, at Landlord's option, cause such repairs to be made at Tenant's expense. The cost of such repair may, at the option of Landlord, be deducted by Landlord from any security deposit made by Tenant, and Tenant agrees to replace such expended portion of security deposit within five (5) days of receipt of notice. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the reasonable satisfaction of Landlord.

Tenant shall promptly notify Landlord of any damage to the premises. Failure to promptly notify Landlord of damage may result in further damage to the premises for which Tenant will be liable to Landlord.

1.11 ALTERATIONS, SIGNS

Except as provided by law, Tenant shall not make alterations, repairs or decorations to the premises without prior written consent of Landlord.

Tenant shall not publicly display any sign or exhibit on the premises without prior written consent of Landlord except as allowed by law.

1.12 MULTIPLE OCCUPANCY, JOINT AND INDIVIDUAL OBLIGATIONS

Tenant acknowledges that this Agreement is between Landlord and each Tenant executing this agreement jointly and severally, whether or not in actual possession of the Premises. In the event of default by any one, each and every remaining Tenant shall be responsible for payment of all rent and all other provisions of this agreement.

Each Tenant is individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

1.13 HOLDOVER

If Tenant holds over at the expiration of the termination date of the tenancy herein, and Landlord accepts rent thereafter, then this agreement shall remain in full force and effect except that the term of the tenancy shall become month-to-month at the monthly rent then in effect, unless otherwise agreed by the parties in writing.

1.14 SUBLEASING, ASSIGNMENTS, LIENS

Tenant shall not sublet or assign this agreement without the prior written consent of Landlord, which consent for an assignment to an equally or better qualified tenant shall not be unreasonably withheld.

Tenant further agrees to not allow lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Tenant is a party without Landlord's written consent.

Tenant agrees that if this agreement is assigned to another individual, Landlord will not release any portion of the security deposit at the time of that assignment. Tenant is responsible for negotiating compensation for Tenant's portion of the security deposit with the new individual and/or the remaining Tenants. No assignment is allowed unless the new individual, the leaving Tenant, the remaining Tenants, and Landlord all sign a "Rental Lease Assumption Agreement" that Landlord shall provide to Tenant.

1.15 ABANDONMENT

Tenant shall not vacate or abandon the premises prior to the expiration of this agreement. If Tenant does abandon, Landlord shall have the right of reentry pursuant to the laws of the State of California.

1.16 REENTRY, DEFAULT

Upon material breach of this agreement or default by Tenant, Landlord reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.

1.17 NO ROOF ACCESS

Tenant shall not ever put any object whatsoever on the roof, or allow any object to be placed on the roof. Tenant shall not ever access the roof, or allow any person to access the roof.

1.18 NOTICES

All notices required by this agreement should be in writing and delivered to the parties as follows:

- To Tenant at the Premises even if Tenant has vacated such Premises; and
- To Landlord at <<Company Address>>

or to such other address as Landlord or Tenant may expressly designate in writing to the other from time to time.

1.19 RULES AND REGULATIONS

Tenant agrees to comply with all of Landlord's rules and regulations which are applicable to all Tenants and are in existence at the time of execution of this agreement. Tenant will also comply with any such rules and regulations adopted from time to time by Landlord as long as they do not substantially change the provisions of this agreement including, without limitation, rules and regulations required by Landlord's insurance company or to ensure compliance with local law, ordinance, or regulation or to control parking at the premises, the rules for which may change over time as circumstances may reasonably require.

1.20 PETS AND SERVICE ANIMALS

This paragraph applies only to the extent that it is not inconsistent with a separate Pet Agreement or Service Animal Agreement. Those separate agreements, if they exist, will always take precedence over this paragraph. If Landlord has approved a pet or service animal then there will be a separate written agreement that shall take precedence over anything in this paragraph.

No pets, including but not limited to any animal, bird, fowl, reptile or amphibian, and no aquariums in excess of ten (10) gallons (collectively referred to hereafter as "Pets"), are allowed on the premises without prior written consent of Landlord.

A "Service Animal" is any animal that is allowed to be at the premises by operation of law, whether to provide emotional support or to perform other tasks for which the animal is trained. To the full extent permitted by law, Tenant must promptly notify Landlord of the presence of a Service Animal at the premises and, to the full extent permitted by law, Tenant is fully responsible for any and all damage resulting from the presence of the Service Animal at the premises.

If there is a Pet or Service Animal at the premises during Tenant's residency at the Premises, either authorized or unauthorized, then Tenant must pay for a professional flea spray at the end of Tenant's residency. If upon returning possession of the premises to Landlord, Tenant fails to also provide Landlord with a receipt proving that a professional flea spray was performed, then Landlord may arrange a flea spray at Tenant's expense and may, at Landlord's discretion, deduct the cost for such service from Tenant's security deposit.

If Tenant ever allows any Pet to enter the premises without prior written authorization from Landlord, even for a short visit, then Tenant agrees to pay \$500 to Landlord for liquidated damages from latent damages resulting from the presence of the Pet. The latent

costs associated with Pets at the premises are impossible to exactly calculate until such time as the Tenant vacates the premises and a new resident occupies the premises. For example, and without limitation, Pets can cause damage to carpet padding that is only discoverable by removing all of the carpet at the premises or by the presence of a person who is unusually susceptible to Pet allergies. Other latent damage includes, without limitation, fleas that may be dormant but which are introduced to the premises by the Pet. The cost to repair such latent damage may not be incurred until well after Tenant vacates the premises and Tenant's security deposit is returned to Tenant. Those costs cannot be known as of the date upon which this agreement is being entered.

Tenant and Landlord agree that \$500 is a reasonable estimate of what it will cost to repair the latent damage resulting from the presence of a Pet at the premises.

In addition to paying \$500 for the latent damage resulting from the presence of a Pet, Tenant must also pay for any and all further damage resulting from the presence of the Pet that is obvious from visual inspection of the premises. That additional damage may, at Landlord's discretion, be deducted from Tenant's security deposit.

1.21 SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

The premises are equipped with at least one smoke detector in the hallway outside any bedroom, in each bedroom, and on every floor regardless of whether there is a bedroom on that floor.

If the premises has a fossil fuel burning heater or appliance, fireplace, or an attached garage then the premises are equipped with at least one carbon monoxide detector.

These smoke detectors and carbon monoxide detectors are collectively referred to in this paragraph as "Detectors."

Landlord has inspected the premises to ensure the proper placement of Detectors and encourages Tenant to verify such placement and to test the Detectors on at least a monthly basis to ensure that they continue operating correctly.

Tenant will not remove, dismantle, or disable any Detector. Some Detectors have removable batteries and other Detectors have built-in batteries. If the Detector has a removable battery and it begins to chirp then Tenant will attempt to eliminate the chirping by replacing the batteries and if that fails to fix the situation then Tenant will immediately notify Landlord. If the Detector has no removable battery and it begins to chirp then Tenant will immediately notify Landlord so that Landlord may replace the Detector.

1.22 WATERBEDS/PORTABLE WASHERS

Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the Security Deposit in an amount equal to on-half of one month's rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises any portable dishwasher or portable washing machine.

1.23 TIME

Time is of the essence in each provision of this agreement. This includes, without limitation, that Tenant shall pay rent when due. Failure to pay rent when due, even by a few days, is a material

breach of this agreement and shall be adequate cause, at Landlord's discretion, to declare a forfeiture of this agreement.

1.24 WAIVER

Failure of Landlord to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this agreement. The receipt by Landlord of rent with the knowledge of any breach of a provision of this agreement shall not be construed as a waiver of such breach.

1.25 DESTRUCTION OF PREMISES

If the premises become totally or partially destroyed during the term of this agreement so as to seriously interfere with Tenant's occupancy, either party to this agreement may terminate immediately upon delivery of written notice to the other.

1.26 HOLD HARMLESS, WAIVER, & RENTER'S INSURANCE

No insurance is provided by Landlord for Tenant's personal property. Tenant agrees to indemnify and hold Landlord harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Tenant or any other person on the premises with Tenant's consent except as may be caused by the negligence of Landlord.

Additionally, Tenant is required to purchase personal liability insurance or renter's insurance and to name Landlord as having an "Additional Interest" on such policy. Failure to maintain insurance is a material breach of this Agreement and may result in the termination of tenancy and eviction and/or any other remedies as provided by this agreement or California law.

1.27 SEVERABILITY

If any provision of this agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given effect without the invalid provision or application. To this end all provisions of this agreement are severable.

1.28 MISCELLANEOUS

The headings or titles to paragraphs herein are not part of this agreement and shall have no effect upon construction or interpretation. For purposes of interpretation of this agreement, the masculine shall include the feminine and the singular the plural.

1.29 INDEMNITY AGREEMENT

Tenant agrees to indemnify Landlord against any loss or expense, including attorney's fees, incurred by Landlord as a result of the violation of any law or ordinance on the premises during the term of the agreement except violations that are attributable to an act or omission by Landlord. This indemnity includes, but is not limited to, a violation of any local noise control, pet, or water conservation ordinances. Any amount owed by Tenant to Landlord pursuant to this indemnity shall be considered additional rent and shall be paid by Tenant within three days after a written demand for payment is given to Tenant. A failure to pay the amount due within the three day period will be a material breach of this agreement.

1.30 CHOICE OF LAW, JURISDICTION, VENUE

This agreement is entered into in the city of San Luis Obispo, county of San Luis Obispo, state of California. This agreement is governed by the laws of the state of California. Tenant and Landlord each consent to jurisdiction within the state of California and also that the venue of any dispute arising under this agreement will be litigated in the county of San Luis Obispo, state of California.

1.31 ATTORNEY FEES

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees not to exceed \$1,500.00, plus court costs.

1.32 PARKING AND INOPERABLE VEHICLES

No inoperable vehicles or expired licensed vehicles are allowed to be stored anywhere at or near the premises. Any of these kinds of vehicles are subject to towing at Tenant's expense without notification. Tenant shall owe reimbursement to Landlord for such expense, if any, that Landlord may incur. Landlord may, at Landlord's discretion, deduct such expense from Tenant's security deposit.

Unless stated otherwise in Section 3 of this agreement, Tenant may not park trailers, boats, campers, buses, or trucks (other than pick-up trucks) anywhere at or near the Premises.

Tenant shall park properly registered and operable motor vehicles only in assigned spaces if any.

1.33 WATER CONSERVATION

The premises is located in an area where drought conditions occasionally occur. During such conditions, local water agencies may implement mandatory restrictions on water use to protect water supply reserves. These restrictions may include, without limitation, a prohibition on all or some of the following: washing down driveways and sidewalks; watering of outdoor landscapes that causes excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated. This is a non-exhaustive list and water agencies may impose other prohibitions as well. In light of all this, Tenant agrees as follows:

1. Tenant shall take all steps necessary to ensure that he/she is aware of water use restrictions. Most water agencies have toll-free numbers, email alerts and/or websites that provide this information.
2. Tenant shall comply with all water use restrictions. Restrictions can vary from one area to another. Tenant is responsible for obtaining information about the restrictions specific to the City or County in which the premises are located.
3. If applicable, Tenant remains responsible for maintaining landscaping at the premises, including sufficient watering. Any damage resulting from insufficient watering will be repaired at Tenant's expense. This includes, without limitation, labor and materials to install new sod or other landscaping that was inadequately maintained by Tenant.
4. Tenant is responsible for any fines or other costs occasioned by water usage violations that are the proximate result of the Tenant's action. If any such fines or costs are levied on Landlord, Tenant agrees to pay such fines or costs attributed

to Tenant's tenancy or the conduct of Tenant, Tenant's guests, or others at the premises. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Tenant. Landlord may, at Landlord's discretion, deduct from Tenant's security deposit to reimburse Landlord for such expense.

5. Tenant agrees that Landlord may provide Tenant's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions.
6. Nothing within this paragraph is deemed to be authorization or consent by Landlord to water usage not authorized elsewhere within this agreement.

1.34 LANDSCAPING

Tenant is responsible for maintaining all landscaping areas at the premises unless it says otherwise in Section 3 of this agreement.

1.35 LANDLORD'S RIGHT TO FORFEIT

Landlord and Tenant agree that Tenant's performance of and compliance with each of the terms herein constitute a condition on Tenant's right to occupy the premises and any failure of compliance or performance by Tenant shall allow Landlord to forfeit this agreement and terminate Tenant's right to possession.

1.36 SMOKING, VAPING, MARIJUANA

There shall be no smoking or vaping inside the unit. Furthermore, nowhere at the premises shall there be any use or cultivation of marijuana or any drugs that are unlawful under any federal, state, local, or other ordinance. Breach of this paragraph is material and shall be cause for eviction.

Smoking can cause substantial damage to the premises and Tenant shall be liable to Landlord for any such damage including, without limitation, the cost to remove nicotine from walls which can be extraordinarily expensive.

1.37 PLUMBING, SEWER USAGE

Toilets and plumbing at the premises are not designed for general waste disposal. This means that depositing paper towels, sanitary napkins, grease, food, or anything else other than human waste and toilet paper into the sewer system can cause considerable damage to the plumbing at the premises and may result in sewage backing up into the premises or neighboring dwelling units.

Tenant is advised not to use any off-the-shelf products to clean or clear drains. Any damage to pipes due to drain cleaners will be charged to Tenant. Tenant shall notify Landlord immediately of any drains that are not functioning properly. Failing to report such problems immediately may result in damage for which Tenant will be responsible to Landlord for any damage could have been prevented if Landlord had been notified sooner.

If Tenant or Tenant's guests cause sewage to back up into the Premises or a neighboring dwelling unit then Tenant shall be responsible to Landlord for all resulting damage.

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1.38 SATELLITE DISHES, WIRING

Tenant shall not have any wiring—including but not limited to wiring for satellite dishes, cable television, or computers—added to the premises without prior written consent of Landlord.

Tenant expressly agrees that no satellite dishes are to be attached to any part of the premises. Satellite dishes must be installed, if at all, on a post, the location of which must be authorized in writing by Landlord prior to installation.

1.39 COMMON AREA STORAGE

Landlord provides no common area storage to Tenant. The vestibules, hallways, stairways and other public passages and other common areas at the premises shall not be obstructed by Tenants or their guests, or used by them for any purpose other than to enter or exit the premises. Tenants are specifically prohibited from storing barbecues, chairs, tables, plants, potters, toys, strollers, bicycles, or any other items in these areas.

1.40 LIGHTBULBS

Tenant is responsible for replacing light bulbs at the premises and shall be charged by Landlord for the expense of new light bulbs plus labor to install such light bulbs if ones are missing or not working when Tenant vacates the premises. Landlord may, at Landlord's discretion, deduct this expense from Tenant's security deposit.

Nevertheless, Tenant shall not be responsible to replace light bulbs that are inaccessible to Tenant. Tenant will notify Landlord if there is an inaccessible light bulb that needs replacing. Also, if the premises is a multi-family property and there are common area light bulbs at the premises that need replacing then Tenant shall notify Landlord so that Landlord may, at Landlord's expense, replace those light bulbs as needed.

1.41 STOVES

No foil paper is allowed on the stove or the bottom of burners. This causes a potential fire hazard. Any damage to the stove due to foil paper will be charged to Tenant and Landlord may, at Landlord's discretion, deduct this expense from Tenant's security deposit.

1.42 WINDOW CLEANING

Landlord shall provide the premises to Tenant with clean windows and Tenant shall clean the inside and outside of all windows at the premises prior to vacating. If Tenant fails to do this then Landlord will have the windows cleaned at Tenant's expense. When Tenant moves into the premises, Tenant will inspect the windows to confirm that they were cleaned prior to occupancy and shall notify Landlord immediately if Tenant believes they were not adequately cleaned.

1.43 WALL PATCHING

Tenant is advised to not patch any wall and will be responsible for any damage resulting from any patches done by Tenant to any wall. Poor patching is often more expensive to repair than if Tenant fails to patch at all. For example, and without limitation, sometimes there is a pin hole in a wall that was creating from hanging a picture, which in many circumstances is ordinary wear and tear for which a Tenant will not be charged, and by patching the pinhole the Tenant creates damage for which the Tenant will ultimately be charged. Tenant will be given an opportunity to do a pre-inspection

prior to vacating the premises and should use that opportunity to show Landlord any areas of concern to determine whether they will require patching at Tenant's expense. Failure to utilize this option may result in charges to Tenant that could have been avoided.

1.44 REPRESENTATIONS AND WARRANTIES

1. Tenant warrants that all statements in Tenant's rental application are accurate. Tenant further agrees that Landlord may cancel this agreement upon discovering that any information in Tenant's application is untrue and that Tenant knew or reasonably should have known that it was untrue when submitting the rental application. Truthfulness is a material condition of Tenant's residency and therefore even if a statement is immaterial to Landlord's decision to rent to Tenant, any lack of truthfulness by Tenant in the rental application is still grounds for Landlord to cancel this agreement.
2. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor.

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1.45 HOUSEHOLD PESTS

Tenant agrees that Landlord is not responsible for treatment of household pests, including but not limited to ants, roaches, spiders, mice and bed bugs ("Household Pests") except to the extent that the premises is delivered to Tenant with pre-existing Household Pests. If upon moving into the Premises Tenant believes that there are pre-existing Household Pests then Tenant must immediately notify Landlord of such condition. If Tenant fails to notify Landlord of such condition within two weeks of the commencement date of this agreement then there shall be a rebuttable presumption that there were no such pre-existing Household Pests.

Tenant hereby agrees to prevent and control possible infestation of Household Pests by adhering to the below list of responsibilities:

1. Check for hitch-hiking Household Pests. If Tenant stays in a hotel or another home, then Tenant will inspect clothing, luggage, shoes, and personal belongings for signs of Household Pests before re-entering the premises. After guests visit, Tenant will inspect beds, bedding, and upholstered furniture for signs of infestation by Household Pests.
2. Tenant will report any problems immediately to Landlord. Even a few Household Pests can rapidly multiply to create a major infestation.
3. Tenant will cooperate with pest control efforts. In the event of an infestation, or potential infestation, Tenant will comply with recommendations and requests from any pest control specialist, including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.

- Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
- Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
- Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with Household Pests. Discard any items that cannot be decontaminated.
- Move furniture toward the center of rooms so that technicians can easily treat carpet edges where Household Pests congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages, and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of Tenant or any guest occupying or using the Property.
- Tenant acknowledges that Landlord shall not be liable for any loss of personal property to Tenant as a result of an infestation of Household Pests. Tenant agrees to have personal property insurance to cover such losses.

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2.2 PROPOSITION 65 WARNING

Pursuant to California Health & Safety Code 25249.5 and 25249.6, Landlord provides this warning notice to all tenants and adult occupants of the Premises.

A. Chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

1. Lead-based Paint

WARNING: Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

2. Plastic and Vinyl Items – Di(2-ethylhexyl)phthalate

WARNING: Plastic and vinyl items, such as flooring, miniblinds, wallpaper, cables and coatings on wires, on this property can expose you to di(2-ethylhexyl)phthalate which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

3. Miniblinds containing Lead

WARNING: Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

4. Wood, Gas and Other Combustion Sources – Benzene and Carbon Monoxide

WARNING: Fireplaces, firepits, grills and barbecues, gas stoves, gas heaters or other "fossil fuel" burning heaters or appliances [attached garages] on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm and to benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

5. Pesticide -Resmethrin

WARNING: Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and

1.46 OFFER AND ACCEPTANCE

If this agreement was drafted by an office assistant for Landlord who is not a licensed real estate agent then before it can take effect it must be reviewed and signed by a licensee of the California Department of Real Estate. Only a licensed real estate agent may offer or accept this agreement on Landlord's behalf.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2 Disclosures

2.1 PAMPHLETS

Tenant hereby acknowledges having received the following pamphlets:

- *RESIDENTIAL ENVIRONMENTAL HAZARDS: A Guide For Homeowners, Homebuyers, Landlords, and Tenants;*
- *Protect Your Family From Lead In Your Home; and*
- *Resident Handbook.*

when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

6. Swimming Pools/Spa – Chloroform from Chlorine

WARNING: Chlorine used as a pool or spa disinfectant on this property can expose you to chloroform, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

7. Secondhand Tobacco Smoke

WARNING: Cigarettes and cigars smoked on this property can expose you to tobacco smoke which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building owner about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

B. Chemicals known to the State of California to Cause Birth Defects or other Reproductive Harm.

1. Fungicides containing Myclobutanil

WARNING: Fungicides used on this property can expose you to myclobutanil, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

2. Fungicides containing Triforine

WARNING: Fungicides used on this property can expose you to triforine, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

3. Pesticides containing Arsenic Trioxide

WARNING: Pesticides used on this property can expose you to arsenic trioxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

C. Chemicals known to the State of California to Cause Cancer.

1. Building Materials – Formaldehyde

WARNING: Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information

go to www.P65Warnings.ca.gov/apartments.

2. Ceiling Coatings and other Asbestos-Containing Materials

WARNING: Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

3. Swimming Pools - Bromoform from Bromine

WARNING: Bromine used as a pool or spa disinfectant on this property can expose you to Bromoform, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

4. Herbicides containing Glyphosate

WARNING: Herbicides used on this property can expose you to Glyphosate, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

5. Marijuana Smoke

WARNING: Marijuana cigarettes, joints or bongs used on this property can expose you to marijuana smoke which is known to the State of California to cause cancer. Talk to your landlord or the building owner about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

2.3 MEGAN'S LAW NOTICE

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.

2.4 BED BUG NOTICE

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. 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.

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. 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:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- 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.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

2.5 NO DUAL AGENCY

California-West, Inc. is the agent of the property owner exclusively and is not Tenant's agent.

2.6 MOLD

Tenant understands that the growth of mold & mildew is primarily due to conditions over which Tenant, not Landlord, has control, namely moisture and ventilation. To reduce occurrence of mold & mildew Tenant agrees to (1) wipe down shower interiors and fixtures following each use, (2) "crack" the bathroom window during and immediately following showering, so as to ventilate steam & moisture, (3) run the bathroom fan if one is installed, during and after each shower, (4) leave the bathroom door open for ventilation after each shower, and (5) **immediately report any mold, mildew, or water leaks to Landlord.**

2.7 PROPERTY MANAGEMENT

The Premises is being managed by California-West, Inc., which is a property management company whose DRE license number is 00528841. The responsible broker for California-West, Inc. is Derek Banducci whose DRE license number is 01276163.

2.8 PHOTOGRAPHS, INTERNET ADVERTISING, AND FOR SALE/LEASE SIGNS

1. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to interested persons. Tenant agrees that Landlord may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by interested persons for use on internet, MLS, and other marketing materials. Tenant acknowledges that once Images are placed on the internet that Landlord has no control over who can view such Images and what use viewers may make of the Images or how long such Images may remain available on the internet.
2. Tenant acknowledges that prospective interested persons coming onto the Premises may take photographs, videos or

other images of the Premises. Tenant understands that Landlord does not have the ability to control or block the taking and use Images by any such persons. Once Images are taken and/or put into electronic display on the internet or otherwise, Landlord has no control over who views such Images nor what use viewers may make of the Images.

3. Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3

Additional Terms & Conditions

3.1 ADDITIONAL TERMS

To the extent of any inconsistency herein, everything in this "Section 3 Additional Terms & Conditions" shall take precedence over any other section of this agreement. The following are additional terms, conditions and covenants, if any, to which Landlord and Tenant agree.

<<Additional Lease Information>>

«Additional Terms and Conditions»

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4

Sign and Accept

4.1 ACCEPTANCE OF LEASE

This is a legally binding document and may be modified only in writing signed by all parties. All parties accept and agree to the terms, conditions, and covenants in this agreement.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

1

Notice of Exemption From Tenant Protection Act (AB 1482)

1.1 NOTICE OF EXEMPTION FROM TENANT PROTECTION ACT (AB 1482)

Tenant is hereby notified as follows:

"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."

X _____

Date Signed

IF APPLICABLE

1

Disclosure of Information on Lead-Based Paint and/or Lead- Based Paint Hazards

1.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

1.2 LANDLORD'S DISCLOSURE

- (a) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

1.3 TENANT'S ACKNOWLEDGMENT

Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

1.4 AGENT'S ACKNOWLEDGMENT

California-West, Inc. has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the responsibility to ensure compliance.

1.5 CERTIFICATION OF ACCURACY

All parties have reviewed the information above and certify, to the best of their knowledge, that the information is true and accurate.

X _____

Date Signed

1

San Luis Obispo Noise Ordinance

1.1 NOISE VIOLATIONS

The city of San Luis Obispo strictly enforces a noise ordinance as set forth in Municipal Code § 9.12.050. If Tenant, or any guest of Tenant, receives a "Disturbance Advisement Card" or "Warning" or a citation from the City of San Luis Obispo, or the City's police department, or a representative of the City or its police department (including without limitation "SNAP" representatives) pursuant to this ordinance and with respect to the premises, then **Tenant will immediately owe \$300.00 to Landlord** as liquidated damages for the cost of responding to such violation of the Municipal Code.

No warnings will be issued!

This amount is intended to compensate Landlord for the costs associated with responding to the City and its police department as a result of any such violation caused by the Tenant or Tenant's guests. Even if Tenant receives only a "warning" that still results in additional expense for Landlord who must then petition the City to remove the premises from its "warning" list when there is a complete turnover in occupancy. These costs are impossible to exactly determine at the time this contract is being entered into by Landlord and Tenant, but Landlord and Tenant agree that the amount stated above is a reasonable estimate of those costs. Payment will be due within no more than 3 days of when Landlord notifies Tenant that payment is due. If Tenant fails to pay within those 3 days then Landlord may deduct the amount due from Tenant's security deposit.

If Tenant successfully appeals a noise violation to the City of San Luis Obispo then Landlord will refund the \$300.00 fee to Tenant if it was already paid by Tenant to Landlord. The fact that Tenant may choose to appeal a violation to the City of San Luis Obispo shall not delay Tenant's obligation to pay Landlord the \$300.00 fee but shall merely entitle Tenant to a refund of that fee if the appeal is successful.

In addition to the above described \$300.00 fee to Landlord, Tenant must also reimburse Landlord for any fines or fees that the City may charge to Landlord as a result of the noise violation.

If Tenant receives any such violation as described above then that shall be a material breach of this agreement and shall be cause for Landlord, at Landlord's sole discretion, to declare a forfeiture of this agreement.

X _____

Date Signed