

PACIFIC BEACH INVESTMENTS CORPORATION ("PBIC")

LEASE AGREEMENT

THIS LEASE is executed on this ____ day of _____ between _____ ("Landlord"), and _____ (collectively "Tenant"), who agree as follows:

1. DESCRIPTION OF PREMISES: Landlord does hereby lease to Tenant on the provisions hereinafter set forth, the Premises known as: _____ (the "Premises"), together with any inventory attached hereto.

2. TERM: The term of this lease will be for _____ months, beginning _____ ("Commencement Date), and terminating on May 31, 2018 ("Termination Date) at 12:00 noon. If Tenant intends to vacate at expiration of the term, Tenant must give Landlord at least thirty (30) days written notice of Tenant's intention to vacate the Premises at the end of the lease term.

This agreement does not automatically continue on a month-to-month basis after the Termination Date (unless you and Landlord agree in writing to extend the term.)

3. PAYMENT: Tenant will pay rent in advance, payable to "PBIC."

By Mail: PBIC, 2256 Avenida de la Playa, La Jolla CA 92037

In Person: PBIC, 2256 Avenida de la Playa, La Jolla CA 92037 Telephone (858) 952-0361
The normal hours available to make payments in person are from 9:00 a.m. to 5:00 p.m. on all non-holiday weekdays.

By ACH/Online: Go to our website, "RentPB.com" and follow instructions to "Pay Rent Online." Tenant agrees to pay the minimal bank charge to use this service.

Rent shall be paid as follows:

- A. For the period from Tenant's move-in date of _____, through the end of the first month, Tenant will pay to Landlord a prorated monthly rent of \$ _____. This amount shall be paid when the lease is signed and must be made by cashier's check or money order only.
- B. \$ _____ per month is due and payable in advance on the first day of each succeeding calendar month. If there is no prorated rent amount, as specified above, then the first full month's rent shall be paid by cashier's check or money order only at the time the Lease is signed.
- C. Tenant agrees to pay \$100.00 as additional rent for use of garage # ____ for the purpose of parking Tenant's vehicle. (See paragraph "J" below for provisions regarding garages.)

TOTAL MONTHLY RENT: \$ _____

Payment of rent after the first total monthly rent month or prorated month may be made by cashier's check, money order, a single check, or through ACH (online) bank transfer through the PBIC website for the full rental amount only. Please note that only one (1) check for the full amount of rent will be accepted. Additionally, partial payments may not be made through bank transfer.

The period from the first to the fifth of the month is not a grace period, and the Landlord is entitled to make written demand for any rent unpaid on the second day of the rental period. After the fifth day of the month, no personal checks will be accepted. Only a Cashier's Check, Money Order or ACH (online) bank transfer for the full amount due will be accepted.

Please include your Unit Number, Address and Phone Number on every check.

Landlord does not accept postdated checks.

4. CALCULATION OF PRO-RATED RENT OR PER DIEM: If any rent payment date (including the Lease commencement date) falls on a day of the month other than the first day of such month or if any payment of rent is for a period which is shorter than one month, the rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease term at a rate per day which is equal to 1/365 of the applicable annual rent. All other payments or

adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

5. SERVICE CHARGES: If rent is not received by 5:00 p.m. on the fifth (5th) day of any calendar month, Tenant will be required to pay Landlord a liquidated damage fee of 5% of the rental amount in addition to the rent due. Tenant agrees to pay Landlord a \$25.00 charge for each check offered in payment that is returned to Landlord marked "unpaid" for any reason. After any such check has been returned unpaid, Tenant will be required to make all future payments by cashier's check, money order or ACH/bank transfer. The liquidated damage fee will also be incurred. Either or both fees shall be deemed additional Rent. Bad checks may be reported to Telecheck.

6. SECURITY DEPOSIT: Tenant agrees to pay a security deposit in the amount of \$ _____, which must be paid by cashier's check or money order, to be held by Landlord for the faithful performance by Tenant of this Lease, and for the cleaning and repairing of the Premises after surrender by Tenant. The deposit, with an itemized disposition, will be mailed to Tenant's last known address within twenty-one (21) days after Tenant vacates the Premises, less amounts necessary to compensate Landlord for Tenant's default in any payment including but not limited to unpaid rent, liquidated damage charges and unpaid water charges; to repair damage to the Premises (exclusive of ordinary wear and tear) caused by Tenant, his/her guests, other household members, or by pets; to clean the Premises; the cost of replacing unreturned keys and garage door openers; the removal of unauthorized locks or fixtures installed by Tenant; removing abandoned property or vehicles; to remedy future defaults by Tenant in any obligation under the rental agreement including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; and any other items that Tenant is responsible to pay under this Lease. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. The twenty-one (21) day period for return of the security deposit shall not begin to run until all tenants have vacated the premises. Any security deposit returned by check will be made payable to all Tenants named on this Lease, or as subsequently modified, unless notarized written instructions signed by all named tenants to issue the check in a single name are received by Landlord. Tenant may not pay last month's rent from the security deposit. Tenant has the right to request an initial inspection of the Premises to occur no earlier than two weeks before termination of the tenancy. If requested, Landlord will inspect the Premises and provide Tenant with a list of repairs to be made at the Tenant's expense. The purpose of this inspection is to allow the Tenant the opportunity to identify and correct any deficiencies in the Premises in order to avoid security deposit deductions. Tenant has the right to be present during that inspection.

7. LIMITATIONS ON USE:

A. OCCUPANTS: The Premises will be used solely by Tenant for the sole use as a personal residence and will be occupied only the following named persons, and no others. The persons to occupy the Premises are:

Occupancy of the Premises by additional persons is not permitted without the prior written consent of Landlord Tenant must obtain prior written authorization for guests staying more than 7 days. Any guests staying beyond that period without the prior authorization of landlord will be deemed unauthorized occupants, and will be considered a breach of this Lease.

B. UTILITIES:

Utility/ Service	Utility's Customer of Record	Charged to Resident?	Calculation Method for Charges to Resident	Common Areas
Gas/ Electricity	Tenant	Yes	Direct billing from SDG&E to Tenant	Are separately metered and are not charged to Tenant
Water/ Sewer	Landlord	Yes	Formula: "Authorized Occupant" Method	- Are not separately metered - A deduction of at least 20% for estimated common area charges is made before calculating Tenant's bill
Trash	Landlord	No	None	Are billed separately to the property owner and are not charged to Tenant

Cable/ Phone	Tenant	Yes	Direct billing from utility	N/A
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- a. **Tenant Utility Obligations.** Tenant agrees to pay for all utilities that are consumed within the Premises as being Tenant's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the Premises. If Tenant breaches the lease by vacating the Premises before the end of the term, Tenant will also be responsible for utilities until the earlier of (1) the end of the term, or (2) until the Premises is re-rented.
- b. **Direct Billing from Utility.** For the utilities indicated above as being billed directly to the Tenant, as of the move-in date, Tenant will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Tenant's utility service may result in an interruption of services and Tenant's failure to transfer utility services to Tenant's name may be, at the Landlord's discretion, considered a material breach of this agreement and will permit the Landlord to terminate the rental agreement. Tenant agrees that if Landlord is billed for utility services which are Tenant's responsibility, Tenant will repay the Landlord for the charges incurred within 14 days of invoice.
- c. Landlord's water meter measures water for all the units at the building, including Tenant's dwelling unit. In order to help promote the conservation of water usage, Tenant agrees that Tenant should pay a fair and reasonable share of water usage. Landlord and Tenant mutually agree that Tenant will pay _____ % of the amount charged by the water company as a fair and reasonable charge for Tenant's share of the water bill, which will be billed every 2 months (each billing cycle) and is payable upon receipt (WITH A SINGLE CHECK OR EFT PAYMENT). Landlord may withhold unpaid water charges from Tenant's security deposit. Landlord and Tenant agree that it is impractical or extremely difficult to determine the exact amount of the water consumed by Tenant or in the common areas, but that the method used to determine Tenant's share described herein is a reasonably accurate estimate. Tenant acknowledges and understands that the amount of the monthly water bill will fluctuate, depending on actual usage and actual billings from the public utilities. A deduction of 20% for estimated common area charges is made before calculating Tenant's share to help ensure that Tenant pays for only a reasonable and fair share for tenant's usage. Tenant's share is calculated by using the "authorized occupant" method. The Authorized occupant method calculates the number of authorized occupants residing in Tenant's unit as compared to all authorized occupants occupying units in the Property to arrive at Tenant's percentage. Tenant represents that all occupants that will reside in Tenant's unit are identified in this Agreement. Tenant agrees to immediately notify Landlord of any change in the number of occupants.
- d. **Landlord Liability.** Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the Premises not reasonably within the Landlord's control.
- e. **Conservation.** Tenant agrees to comply with any utility conservation efforts implemented by Landlord.
- f. **Tampering.** Tenant agrees not to disturb, tamper, adjust, or disconnect any utility service or sub-metering device or system.
- g. **Estimation.** Landlord may estimate Tenant's consumption if Tenant's sub-meter is broken, inaccessible, not fully operational, or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Tenant's invoices.

C. PETS: Tenant will not keep pets or animals of any kind on the Premises unless written consent of Landlord is obtained in advance. This restriction applies to pets belonging to Tenant's visitors. Violation of this provision is a breach of this Lease, subject to termination, and Tenant will be responsible for all associated damages caused by authorized or unauthorized pets, including, but not limited to, repair of damage to the Premises, flea spraying, carpet cleaning and landscape repair.

D. WASTE, QUIET CONDUCT, ILLEGAL USE: Tenant will not commit or suffer to be committed any waste upon said premises or any nuisance, or other act or thing which may disturb the quiet enjoyment of neighbors near which the Premises are located.

E. CRIME FREE COMMUNITY: Tenant, household members and guests:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- “Criminal activity” is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other Tenants or occupants of the Property or neighbors or involving imminent or actual serious property damage. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

F. PLUMBING: Plumbing drains that become blocked by the negligent actions or improper use by Tenant or his guests, will be unclogged at the expense of Tenant. Examples of “tenant-caused clogs” in toilets are: tampons, paper towels, facial tissue (Kleenex), baby wipes, cotton swabs (Q-Tips), dental floss and bottle caps. Examples of “tenant-caused clogs” in kitchen sinks and/or garbage disposals are: broken glass, broken plastic, grease, chicken bones, potatoes and potato peelings, and raw vegetables. Examples of “tenant-caused clogs” in bath drains are: hair and hair products. It is recommended that Tenants install inexpensive hair catchers (especially Tenants with long hair) over tub and sink drains to prevent drain blockage and/or slowing. Tenants are responsible for any damage to the plumbing resulting from Tenant’s negligence. If Tenant discovers a plumbing problem or potential plumbing problem on the Premises, Tenant must immediately call Landlord or the “PBIC After Hours Emergency number” to report the problem. Landlord’s plumber, and only Landlord’s plumber, shall perform all plumbing repairs.

G. ALTERATIONS: Tenant will not make any alterations to the Premises without the prior written consent of Landlord. Tenant may not paint or repaint the Premises. Tenant also agrees that all alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, will remain upon the Premises at the expiration or sooner termination of this Lease and are the property of Landlord, unless Landlord will prior to the termination of this Lease, have given written notice to Tenant to remove the same, in which event Tenant will remove such alterations, improvements, and additions, and restore the Premises to the same good order and condition in which they now are. Should the tenant fail to do so, Landlord may remove said alterations and tenant will be responsible to reimburse Landlord for the cost of said repairs and removal within 10 days of demand. This cost may also be deducted from the security deposit. Landlord will not be liable for work done by contractors for Tenant, and no liens will affect Landlord’s interest in the Premises.

H. REPAIRS: Tenant shall keep and maintain the Premises, and every part thereof, in good and sanitary condition. Tenant MUST email all repair and maintenance requests to PBIC via the PBIC website at www.RentPB.com. Landlord will use their own vendors to make any repairs. Tenants shall not make any repairs to the Premises or use any vendors other than those authorized by Landlord. Tenant agrees to pay for any repairs due to Tenant’s negligence, including replacement of broken windows and screens. Tenant will immediately notify Landlord should any plumbing, electrical, mechanical, or other equipment or part of the Premises become damaged, faulty, or in disrepair. Tenant is not allowed to hire their own vendor to do repairs on the Premises.

I. PARKING SPACES: Any parking granted on this property is a privilege and immediately revoked if rent is not paid in full. Cars must be licensed, insured, and in running condition. If Tenant's vehicle or the vehicle of Tenant's guests leaks oil onto Landlord's property, permission to park is revocable. Oil stains are considered damage and Tenant shall be required to pay for their removal. Any assigned space is subject to change by Landlord. No items other than Tenant's running vehicle may be kept in Tenant's parking space.

J. PARKING GARAGES: The garage, if there is one, may be used only for vehicle parking and ancillary, secondary minimal storage. The purpose of the garage is vehicle parking, and to reduce the number of automobiles parked around the building. Use of garage solely for personal storage defeats this purpose, creates a fire hazard, and attracts rodents. Minimal storage is permitted only if the garage is used primarily for the parking of Tenant's vehicle. To the greatest extent allowed by law, Tenant releases Landlord from liability for damage to personal property stored in the garage. Using a garage as a storage facility rather than as a parking facility shall result in the immediate revocation of Tenant's garage privileges. Landlord reserves the right to reassign Tenant to a different garage space if the need arises.

K. WATERBEDS: Waterbeds are not allowed under any circumstances.

L. SATELLITE DISHES: Landlord will permit Resident to install a satellite dish for personal, private use on the premises under the following conditions:

1. The satellite dish must be one meter or less in diameter;
2. The satellite dish may only be installed in the rental unit in areas within Resident's exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways;
3. Resident may not make physical modifications to the premises and may not cause physical or structural damage to the premises. No holes may be drilled through exterior walls or the roof.
4. Resident must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal of the satellite dish. Resident will indemnify, defend and hold Landlord harmless for any damage or injury resulting from breach of Resident's obligations, including paying Landlord's attorney's fees and costs;
5. Resident is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the unit will provide a suitable location for receiving a satellite signal; Resident will move the satellite dish, at Resident's expense, if necessary for Landlord maintenance or repairs.

M. WATER HEATER CLOSET: Due to the danger of fire or explosion, the hot water heater closet, if there is one, may not be used for storage. Nothing other than the hot water heater may be kept in this closet. If any unusual noises emanate from the hot water heater, Tenant must contact Landlord or the PBIC After Hours Emergency number immediately.

N. CRAWL SPACE OR ATTIC: The use of the Premises specifically excludes the use by Tenant of any crawl space or attic. Tenant may not, for any reason, enter or open any entry door to any crawl space or attic, and may not store any items therein. Any entry, attempted entry, or storage of any items in any crawl space or attic shall be deemed a violation of this lease and will result in the termination of the tenancy. Tenant shall be fully liable for any damage caused by Tenant while attempting entry or accessing any crawl space or attic. Tenant shall be responsible for the cost of removing and disposing of any of Tenant's personal items discovered by Landlord in any crawl space or attic.

O. BUSINESS/COMMERCIAL USE: The Premises may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, Tenant may maintain a personal home office if the home office use does not involve (1) people coming to the Premises for business purposes, or (2) selling goods or services from the Premises. Tenant may not conduct any auction, garage sale, yard sale or similar activities in the Premises or in the common areas.

8. ACCEPTANCE AND SURRENDER OF PREMISES: Tenant accepts the Premises and furniture and appliances listed herein as is, and as being in good and sanitary condition and repair and agrees, at the termination of this Lease, to peaceably surrender same to Landlord in a clean and satisfactory condition. Tenant has three (3) business days after the tenancy begins to notate any exceptions and bring them to Landlord's attention. This list must be postmarked by the third (3rd) business day after the move-in date.

9. RULES AND REGULATIONS: Tenant agrees that Tenant and those occupying the Premises with Tenant will abide by all reasonable rules and regulations for the protection, good order, safety or cleanliness of the Premises, or for the general welfare of all the Tenants hereof that are at any time posted on the Premises or delivered to Tenant. The Tenant Rules and Regulations regarding the Premises, attached hereto, and such alterations, additions, and modifications thereof as may from time to time be made by Landlord will be considered a part of this Lease with the same effect as though written herein, and Tenant covenants and agrees that said Rules and Regulations and all alterations, additions, and modifications thereof will be faithfully observed by Tenant, and all persons invited by Tenant into the Premises. Rules and Regulations may be modified by Landlord, at any time, with 30 days notice to Tenant.

10. ENTRY BY LANDLORD: Landlord will have the right to enter the Premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors/ carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when Tenant has abandoned or surrendered the Premises and pursuant to court order. Landlord will serve Tenant with twenty-four (24) hour written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Tenant and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Tenant is present and consents to entry at the time of entry.

11. ASSIGNMENT OR SUBLETTING: Tenant will not assign this lease or any interest therein, nor sublet the Premises or any part thereof, for any term, without the prior written consent of Landlord, and any attempted assignment, without written consent of Landlord, will be null and void, and shall be considered a breach of this Lease, subjecting the Tenant to eviction. In accordance herewith, Tenant agrees that any leasing of all or part of the premises directly or through online websites such as "Airbnb" "Flipkey" "VRBO" or other similar companies or leasing agencies shall constitute a breach of this lease entitling Landlord to seek eviction of Tenant.

12. EARLY TERMINATION: Tenants are responsible for their entire lease term subject to current California law. As required by law, you are hereby notified that negative credit information may be given to credit reporting agencies if you fail to fulfill the terms of your rental obligation. Tenant understands that in the event the tenancy must be terminated before the end of the Lease period, Tenant must give Landlord a minimum of thirty (30) days written notice of Tenant's intent to terminate the Lease. Tenant understands that Tenant remains liable for the full duration of the Lease until a Landlord-approved tenant is found to take Tenant's place. In addition to any other obligations required by current California law, if Tenant breaches the Lease and terminates before expiration of the Lease term, Tenant will be responsible for all lost Rent, Rental commissions, advertising expenses, and the full cost of any painting, cleaning and repairs (excluding normal wear and tear) necessary to return premises to the condition it was found on the first day of this Lease and to ready the Premises for re-rental. Tenant shall also be responsible for any unpaid water bills or other outstanding charges. Such charges will be due upon demand or Landlord shall withhold such amounts from Tenant's security deposit.

13. WAIVER OF CUSTOM/TIME IS OF THE ESSENCE: Any waiver by Landlord of any provision of this Lease will not be deemed a waiver of such provision or any subsequent breach of any provision, and the acceptance of rent will not be deemed a waiver of any proceeding breach by Tenant of any provision of this Lease. Time is of the essence of this Lease.

14. NOTICE: Pacific Beach Investments Corporation (PBIC) at 2256 Avenida de la Playa La Jolla, CA 92037, Telephone: 858 952-0361 is authorized to manage the Premises and to accept and serve all notices, demands and service of process on behalf of Landlord. Notice upon Tenant will be served as provided by law.

15. LEAD WARNING INFORMATION

If indicated, the property was built before 1978 when lead based paint was still in use.

Landlord is not aware of any lead based paint and/or lead based paint hazards at the property.

Landlord is aware of the following lead based paint and/or lead based paint hazards at the property

Landlord is not aware of any reports or records pertaining to lead based paint and/lead based paint hazards at the property.

Available reports regarding lead based paint and/or lead based paint hazards at the property are as follows: Copies can be reviewed at _____

If indicated above, the Premises was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based 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 known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Knowledge we have of lead-based paint and/or lead-based paint hazards in the Premises or Property is specified above. Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified above. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

16. ASBESTOS

Landlord is not aware of any asbestos hazards at the property, but because of the age of the property, Tenant should review the information contained below.

Landlord is aware of the following asbestos hazards at the property _____

Landlord is not aware of any reports or records pertaining to asbestos hazards at the property.

Available reports regarding asbestos hazards at the property are as follows: Copies can be reviewed at _____

Asbestos is known to cause cancer. If indicated above that the Property or Residence may contain asbestos, be aware that disturbing or damaging certain interior Residence or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (iv) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if the above situations occur. Knowledge we have of asbestos in the Residence or Property is specified above. Available records pertaining to asbestos in the Residence of Property are identified and are available for your review.

17. NON-LIABILITY OF LANDLORD FOR DAMAGE: Tenant will indemnify and hold Landlord and the property of Landlord, including the Premises and the building, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising from the fault or the alleged fault of Tenant. Tenant agrees that this indemnification and hold harmless clause will apply to, without limitation, (a) the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or (b) damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, where such death, injury or damage is allegedly caused by some act or omission of Tenant whether negligent or intentional, on the Premises or due to an act by a person on or about the Premises as a guest, licensee, or invitee of Tenant.

To the extent allowed by law, Tenant agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the extent allowed by law, use of the common area amenities is at the sole risk of Tenant, Tenant's household members, guests and agents.

18. ATTORNEYS FEES AND CHARGES: Should any litigation be commenced between the parties hereto concerning the Premises, this Lease, or the right and duties of either in relation thereto, the prevailing party in such litigation will be entitled, in addition to such other relief as may be granted, to a reasonable sum as for his attorney's fees in such litigation, such amount to be included as part of the judgment.

19. CREDIT REPORTING: To the extent authorized by law, Landlord may report Tenant's performance under this Agreement to credit reporting agencies, including failure to make rent or water payments on time. As required by law, you are hereby notified that negative credit information may be given to credit

reporting agencies if you fail to fulfill the terms of your rental obligation.

20. TENANT ESTOPPEL CERTIFICATE: Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this agreement will be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

21. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control pests or organisms, or to make other necessary repairs to Premises as a result of, but not limited to, water damage and/or flooding. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant understands that contents may need to be removed to accommodate repair work after water damage to unit. Tenant understands that tenant will only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate Premises.

INITIAL

22. JOINT AND SEVERAL LIABILITY AND ACTIONS: Each person executing this Lease as "Tenant" is jointly and severally liable hereunder, and is required to perform in full obligations imposed on Tenant in this Lease. Any breach or abandonment by any one or more of the Tenants will not terminate the Agreement nor will it relieve the remaining Tenant(s) from fulfilling the terms of this Agreement. Should one or more Tenant(s) terminate their residency apart and separately from other Tenants, no right to have another person substituted in their stead will exist, without prior written approval from Landlord. This lease may be executed in counterparts and by facsimile or email, each of which shall constitute an original.

23. MEGAN'S LAW 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

You are required to initial the clause below regarding your obligation to obtain renter's insurance.

24. REQUIREMENT TO OBTAIN RENTERS' INSURANCE: Many renters are under the misconception that the contents of their unit are covered by the landlord's insurance policy. This is not the case. As stated in Section 6F of your lease, the Landlord is not responsible for any damage to your personal property. Renter's insurance also provides coverage to you if your negligence causes property damage or injury to other people.

Your Lease requires that you maintain, during the term of your Lease, a standard type of Renter's Insurance Policy issued by a licensed insurance company with a minimum rating by A.M. Best Co. of A+ or better. Tenant will obtain such a policy prior to occupancy and will name the landlord as an Additional Insured. A Certificate of Insurance shall be provided to Pacific Beach Investment Corp. prior to occupancy.

The Additional Insured endorsement shall read as follows: "Pacific Beach Investments Corp. as agent for owner, 2256 Avenida de la Playa La Jolla, CA 92037."

Tenant agrees to maintain the policy throughout the duration of the tenancy.

In the event of theft, fire, flood, plumbing leaks and other events covered by such insurance, your personal property will be protected only if you obtain Renter's insurance; your loss will not be covered by the Landlord's insurance policy. You may obtain this Renter's Insurance through the insurance company of your choice as long as they meet the A.M. Best Rating requirement described above.

INITIAL

25. NO SMOKING ALLOWED IN PREMISES:

A. Purpose of No-Smoking Policy. Landlord seeks to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs

caused by smoking, and (iii) the increased risk of fire and the increased insurance costs associated with smoking of any kind or of any substance in the Premises. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form.

B. Tenant, Tenant's household members, and Tenant's guests, may not smoke anywhere inside the Premises. Tenant must inform guests of the no-smoking policy. Smoking outside the Premises on the property is allowed only if it does not harm or annoy others, or cause property damage.

C. Effect of Breach and Right to Terminate Provision. Landlord will have the right to enforce Tenant's obligations under this provision. A breach of this provision by Tenant will be a material breach of the Lease and grounds for immediate termination of the Lease, in addition to any other remedies provided under the Lease and applicable law. Tenant will be responsible for damages, cleaning, loss of rental income and other damages incurred as a result of breach of this provision.

D. Landlord Not a Guarantor of Smoke-Free Environment. Neither Landlord nor PBIC guarantee or warranty Tenant's health or a smoke-free property. Landlord makes no implied or express warranties that the common areas or the Premises will have higher air quality standards than any other areas. Tenant acknowledges that the success of Landlord's efforts to make the Premises smoke-free is dependent on compliance by Tenant and others.

INITIAL

26. Military personnel on active duty may terminate a rental agreement or lease under Federal law if:
- i. the Tenant becomes a member of the Armed Forces of the United States after the Tenant enters into the lease; or
 - ii. the Tenant is or becomes a member of the Armed Forces of the United States and receives:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

The Tenant must give the property owner written notice of termination. For rentals when rent is paid monthly, the termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered. [For example, if the rent is due on the first of the month and the termination notice is mailed on August 3rd, then the effective date of termination is October 1st. (The notice is mailed on August 3rd, the next rent payment would be due on September 1st, and thirty days after that date is October 1st.)] For all other rentals, termination is effective on the last day of the month after the month in which the notice is delivered. [For example, if the lease calls for rent to be paid quarterly, and notice of termination is given on July 20th, the effective date of the termination would be on August 31st]. The Tenant must furnish the property owner with proof to establish that the Tenant qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

27. INTEGRATION: By this reference, all attachments to this Lease are incorporated herein and made a part of this Lease Agreement.

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING IT.

Agent of Landlord
Pacific Beach Investments Corp.

Tenant Phone Email

Tenant Phone Email

Tenant Phone Email

**LEASE ATTACHMENT A
TENANT RULES AND REGULATIONS**

1. The Premises must be vacated by 12:00 noon on the day the tenancy expires.
2. Tenant must keep areas in front of Tenant's doorway clean and free of debris. Towels may not be hung outside to dry. No personal belongings shall be left unattended in common areas. Outdoor storage containers are prohibited. Landlord will not be liable for any loss or damage of or to any property placed outside or in common areas. Except as otherwise specified by law, displays or signs in windows visible from outside the unit are not permitted.
3. Only operable bicycles and healthy, live plants may be kept on the outside areas of the Premises but they may not block the walkways. Tenant understands that Landlord is not liable for any personal items left by Tenant on the outside areas of the Premises.
4. It is strictly prohibited to disassemble, repair and/or service any type of vehicle or to store any vehicle parts anywhere on the Premises or in the common areas. Skateboards and are not allowed to be ridden on the Premises or stored in common areas. Game tables are not allowed to be placed anywhere on the Premises and will be hauled away at Tenant's expense.
5. Replacement of all electric light bulbs operated by light switches on the Premises, including recessed lighting, ceiling-fan lights, oven bulbs and refrigerator bulbs will be at the expense of the Tenant during occupancy. The cost of replacing inoperable interior light bulbs found as a result of the checkout inspection will be charged against the Tenant's security/cleaning deposit.
6. Do not put stickers on walls, appliances, or windows. There will be a charge deducted from the security deposit for removal of stickers at the termination of the tenancy.
7. There will be a charge for damage to the finish of stainless steel appliances due to stickers, scratching or improper cleaning.
8. Tenants should use a protective barrier such as felt pads or caster cups underneath heavy furniture and bed frames to avoid damage to the wood flooring. There will be a charge deducted from the security deposit for damage to the wood floors.
9. When you move in, your screens and blinds should be in good working order and screens should be free of holes. If they are not, please file a Landport online maintenance report and we will have them repaired for you. Tenants may not remove the screens from their windows. There will be a charge deducted from your security deposit for missing or damaged screens. There will be a charge deducted from your security deposit for missing or broken window blinds, slats or cords.
10. Unnecessary noises, loud talking, loud obscene language and other unusually boisterous conduct are not permitted. Music and amplified sound shall not be audible outside the individual apartment. This includes music from any musical instrument, radio, music system, entertainment system, or television set at a volume that causes a disturbance to others.
11. Conduct that results in a disturbance that requires police intervention will result in immediate termination of tenancy.
12. Tenants assume full responsibility for the actions and conduct of their occupants and guests, and agree to assume all financial responsibility for any damage to the Premises, furnishings or landscaping caused by them. A disturbance by Tenant's occupants and guests that requires police intervention shall be considered grounds for immediate termination of tenancy.
13. The use of gasoline, fireworks or other highly flammable materials anywhere on the Premises is strictly prohibited.
14. Personal barbecues are not permitted unless approved by Landlord. Barbecue grills are never permitted on balconies. Cities and counties that have adopted the California Fire Code prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes

propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. Do not pour grease of any kind into the plumbing. You will be responsible for any damages or repairs required due to misuse of plumbing, including pouring grease down pipes and agrees to pay for the costs associated for those repairs. Use of a covered container, such as a coffee can, which can be put into the trash bin, is recommended.

16. Do not use harsh, caustic cleaners such as Drano, Liquid Plumber, etc., in toilets, disposals, dishwashers and drains. If boiling water or plungers do not unplug the drain, contact the Landlord immediately. If this occurs after office hours, please contact PBIC's After Hours Emergency number.

17. Landlord must be notified if a Tenant is going to be absent from the Premises for more than two (2) weeks at a time. No unauthorized persons may stay in the unit during Tenant's absence.

18. Trash that contains food waste should be bagged and disposed of in the trash container in the alley daily. Landlord has provided a well-marked Recycle bin at the rear of the building for disposal of Tenant's recyclable items. If Tenant's lack of cleanliness or failure to dispose of or store food properly results in an influx of vermin or rodents, Tenant shall be responsible for the cost of removal of same by a licensed pest control company.

19. Tenants should use only single nails to hang pictures on the wall. A deduction will be made from the security/cleaning deposit for repairs necessary to walls and ceilings caused by the use of hooks, adhesives, multi-nail holes, etc.

20. Important notice regarding painting: When you move into your apartment, the walls of your apartment will be clean and in good condition. Please report to us any damage to the walls that you find within three (3) business days from the day your lease begins in accordance with Page 4/Section 8 and Lease Attachment C of this Lease Agreement. Painting, wallpapering, changes or modifications of any kind to the premises by the Tenant will not be made without the written permission of the Landlord. If you damage the walls of the Premises in any way, including, but not limited to, excessive use of single hole nails and the use of any type of screws and/or mounts, you will be charged with the cost of repair and repainting upon your departure. Typically, a damaged wall cannot be "touched up," so a damaged wall has to be completely repainted. You will be responsible for the cost of repair and painting of the entire wall, unless the wall can be successfully "touched-up." Your cost for such repainting of a damaged wall or room will be our cost of repainting, which will include labor and materials. Further, tenant understands that repainting "accent walls" is significantly more costly as it requires additional primer and coats of paint. If you violate the "No Smoking" clause in this Lease by smoking any substance inside your unit, the walls will show soot and smoke damage, and will have to be completely repainted upon your departure. If you light candles or burn incense inside your unit, your walls will be damaged by soot and smoke, and the Premises will likely have to be completely repainted upon your departure. The cost of cleaning and repainting an apartment where smoking, lighting of candles and/or burning of incense has occurred is, in our experience, approximately double the cost of regular painting. Therefore, please be advised that you will likely forfeit your entire security deposit plus additional charges if we find soot or smoke damage on the walls of your apartment upon your departure.

I/We understand and agree to the above clause regarding painting. [REDACTED] [REDACTED] (INITIAL)

21. Spray painting, whether indoors or outdoors, is strictly prohibited at the property. The tenant(s) shall be responsible for the cost to remove any residual spray paint and/or remedy damage to our property that results from the use of spray paint anywhere on the premises or in the common areas.

22. Tenant is obligated to notify Landlord promptly of any damage, malfunction, leakage, or stoppage so it may be promptly repaired.

23. The Premises are equipped with a functioning smoke detection device(s), and carbon monoxide detector(s). Tenant will be responsible for testing the device(s) weekly and immediately reporting any problems, maintenance issues or need for repairs to Landlord in writing. If battery operated, Tenant is responsible for changing the detector(s) battery as necessary. Landlord will have a right to enter the Premises to check and maintain the detector(s) as provided by Law. Do not disable your detector(s).

24. If you are renting an apartment with a washer and dryer inside the individual unit, you are responsible for any repairs that are caused by your negligent use of the washer and/or dryer. Be careful not to overload the washer or dryer. Empty the dryer lint trap after each load. Leave the door to the washer open when the machine is not in use to avoid the formation of mildew inside the wash machine. And most importantly, YOU MAY ONLY USE THE WASH MACHINE WHEN YOU ARE AT HOME AND NOT ASLEEP.

INITIAL [REDACTED] if applicable.

25. Tenant agrees that there will be no beer kegs, "kegerators" or beer keg parties on the Premises at any time. This restriction applies to Tenant and Tenant's guests.

26. Tenants with gas heaters must call San Diego Gas and Electric at least once per year for an inspection of the heaters. In no event will heaters be turned on prior to calling SDG&E for an inspection. Heaters are not to be used by Tenant until determined to be in good working order by SDG&E. The inspection is free of charge. Tenants are responsible for immediately notifying Landlord of any problem with heater. Tenant will not turn on or use heater until problem is corrected.

27. Due to potential fire hazard, the use of portable space heaters in the Premises is strictly prohibited.

28. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. To avoid mold in your bathroom, it is advisable to open the window following use of the shower, or to leave the window open at all times.

29. Tenant agrees to immediately report to the management: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating or ventilation system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant will be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and occupants resulting from Tenant's failure to comply.

30. Tenants are prohibited from using common area water faucets or hoses for washing automobiles, trailers and motorcycles.

31. Tenants are prohibited from scraping wax off surfboards in the common areas or parking lots of the property. Tenants will be charged for any damage to Landlord's property including damage which results in stains on the concrete due to melted wax.

32. Dumpsters and/or trashcans are for disposal of securely fastened trash bags only. Disposal of other items in or around the trash area (boxes, furniture, etc.) will subject tenant to an additional hauling fee, which will be due and payable upon receipt. Tenant agrees to dispose of recyclable items in the blue recycle container in the alley.

33. If a GAS odor is detected in or around the premises, Tenants must immediately call San Diego Gas & Electric (SDG&E) at (800) 411-SDGE (7343) to report it. Tenant should then call PBIC at 858 952-0361 to report the problem.

34. Roof access by Tenant is strictly prohibited except in case of emergency (such as fire). If Tenant accesses the roof without permission or throws or places any item on the roof, Tenant will be liable for the cost of a roof inspection by a licensed, roofing contractor and liable for any damage to roof caused by Tenant's actions. The roof inspection bill and subsequent damages will be due and payable upon receipt.

35. If Tenant loses his or her keys to the Premises, Tenant may not use force to re-enter the Premises. Tenant assumes full financial responsibility for any damage caused by Tenant's forcible attempt to re-enter the Premises. Instead, Tenant must contact Landlord or the PBIC After Hours Emergency number. If a locksmith must be called, Tenant must contact the locksmith selected by Landlord. If Tenant calls a different locksmith, Tenant is responsible for all costs associated with Landlord's locksmith re-keying the lock to return it to Landlord's Master System.

36. Tenant may not change the doorknobs, locks or deadbolts on the Premises or have them rekeyed. Tenant is responsible for returning all keys, including mailbox keys and garage keys, on the last day of tenancy. The cost of replacing keys or rekeying locks due to keys not being returned to Landlord at the termination of the tenancy shall be deducted from Tenant's security/cleaning deposit. If Tenant rekeys existing locks without permission from Landlord, Tenant will pay all costs and related charges necessary to restore locks to Landlord's Master Key system. If Tenant fails to return Garage Door Opener(s), the charge of replacement and recoding will be deducted from Tenant's security deposit.

37. Use of courtyard, pool area, decks and laundry room will be restricted to the hours of 7:00 a.m. to 9:00 p.m. This restriction applies to Tenant and to Tenant's guests.

I/We have read the above rules and agree to abide by them. Receipt of a copy is hereby acknowledged.

Tenant _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____

SAMPLE

**LEASE ATTACHMENT B
CONDITION OF THE "PREMISES" UPON MOVE-IN**

CLEANING:

FLOORING:

WALLS:

APPLIANCES:

WINDOWS, SCREENS, DOORS:

CABINETS, SINKS, COUNTERTOPS:

LIGHTING:

ADDITIONAL:

Please note: You have three (3) business days from the date your lease begins to notate any discrepancies in condition. Please make sure that any discrepancies are emailed to lauren@rentpb.com no later than three (3) business days after tenancy begins. This list must be provided to Landlord. You will receive an email confirmation. No other lists will be accepted. You do not need to email a list if the premises are in order. If you do not have access to email, this list may be postmarked no later than the third (3rd) business day after the tenancy begins and mailed to PBIC at 2256 Avenida de la Playa, La Jolla, CA 92037. All units are cleaned and inspected by management prior to occupancy. The carpets are either new or have been professionally steam cleaned. The date the unit was last painted is noted above. Please see the attached check-in sheet.

MAINTENANCE REQUESTS

We have an online maintenance system to expedite your maintenance requests. This system was implemented for your convenience. Do not give maintenance requests to people working at the premises. For routine maintenance requests, please use the online maintenance system. If you have an emergency (a pipe bursts, there is a fire in your unit, etc.) please call the emergency line at 800-411-4321. Only emergency requests will be taken after business hours.

Routine maintenance requests should be entered online via www.RentPB.com and the Resident Portal.

Following Lease signing, you will receive a Welcome Email to the email addresses provided herein detailing steps to create your online account. When submitting maintenance and repair requests, please indicate whether or not repairs can take place when you are not present.

It is important to us that you enjoy your new home. Let's work together, and make this a place everyone can be proud of!

Tenant

Date

Tenant

Date

Tenant

Date

**LEASE ATTACHMENT C
PEST CONTROL DISCLOSURE**

PEST CONTROL: We have contracted with a registered structural pest control company to provide periodic pest control services to the Property.

You have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8. The products used by the pest control company are meant to control the following type(s) of pest(s): Ants, Roaches, Fleas & Ticks, and Spiders. The frequency of the pesticide treatment is once per month.

Tenant [redacted] Date [redacted]

Tenant [redacted] Date [redacted]

Tenant [redacted] Date [redacted]

BEDBUGS AND PESTS

Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first-class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

1. Keeping the Premises clean and uncluttered.
2. Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Premises (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment.
3. Inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items into the Premises. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Premises or require you to have the item professionally treated at your expense before the item is brought into the Premises.
4. Refraining from bringing into the Premises discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation. Furniture or mattresses likely have been discarded because of a bedbug infestation. Tenant acknowledges that used or secondhand furniture is the primary way that bedbugs and roaches are spread. Tenant agrees not to acquire or purchase used or secondhand furniture, mattresses, futons, etc.
5. Providing us with access to the Premises for our pest control assessments and pest control treatment.
6. Following our instructions to prepare the Premises for pest control treatment and/or vacating the Premises when necessary in connection with our pest control efforts.

7. Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Premises.

8. The Premises will be free of bedbugs and pests when you move in. If you bring bedbugs or any other pests into the Premises, you will be responsible for the entire cost of professional pest control, and any associated costs, required to remove them.

Tenant

Date

Tenant

Date

Tenant

Date

SAMPLE

Lease Attachment D
Plumbing Reminder

Per your lease agreement: "Plumbing drains that become blocked by actions of Tenant or his guests will be unclogged at the expense of Tenant."



In addition: "Tenants are responsible for any damage to apartment that results from Tenant negligence."

Putting the wrong things down your drains can be a costly error!! You are also responsible for the actions of your guests.

Tenants are often confused about what can be safely flushed down a drain or garbage disposal.

NEVER ALLOW ANY OF THESE ITEMS TO GO DOWN THE DRAIN OR BE FLUSHED.

Grease from cooking

Paper towels, moist towelettes, handy wipes

Disposable towels

Disposable diapers

Feminine napkins and tampons. Never, ever, ever flush any feminine products. Ignore the fact that the box describes these items as flushable: This does NOT apply to modern low-flush toilets.

Dental floss

Q-tips

Bottle Caps

Watermelon rinds

Potato peels

Corn kernels, stalks or cobs

Eggshells

Chicken bones

Coffee Grounds

(Please note that this list is just an example and is not inclusive)

Never pour grease down sink drains or into toilets. Scrape grease and food scraps from trays, plates, pots, pans, utensils, and grills and cooking surfaces into a can or into the trash for disposal (or recycling where appropriate). Do not put grease down garbage disposals. Put baskets/strainers in sink drains to catch food scraps and other solids, and empty the drain baskets/strainers into the trash for disposal.

Garbage disposals often freeze if not used frequently. To avoid this issue, once a week please run your disposal while running the water in the sink.

I have reviewed the above information and understand I will be liable for plumbing bills (and subsequent damages) caused by my negligence.

Tenant

Tenant

Tenant

HOW TO SHUT OFF THE WATER TO YOUR TOILET

It's very easy:

Your toilet has a shut off valve behind it on the left side.

See the place behind your toilet where there is a hose going into the wall. There is a knob there that can be turned. Just remember, "Righty Tighty - Lefty Loosey!"

Turning it to the right will STOP the water.



If you need to use your towels to soak up the water--don't worry. We will reimburse you to launder them.

If your stoppage causes the toilet to overflow and it damages the flooring, you could be held liable for very expensive repairs. If plunging doesn't work, **TURN OFF THE WATER**, and contact us to send an emergency plumber.

I have read and understand these instructions:

Tenant

Tenant

Tenant

Lease Attachment E Mold/Moisture

Prior to your move in, Landlord inspected your unit and sees no visible signs of Mold. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further agrees and acknowledges that Tenant(s) has/have a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Owner's agreement to rent the Premises to Tenant.

In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to Owner any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes or laundry indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan, open the bathroom window and to notify OWNER of any non-working exhaust or ceiling fan;
7. To water plants outdoors and make sure they are not dripping;
8. To notify Owner in writing of any overflow from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. *TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;*
10. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. *TO REPORT TO OWNER IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside OR outside the Premises;*
12. To allow Owner *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close windows if it is raining;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home to keep fresh air present. Run ceiling fans whenever possible to circulate the air. Excessive running of your heater will cause condensation in your home;
15. To notify Owner of any problems with air-conditioning or heating systems that are discovered by Resident;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners;

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owner's agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Owner and/or its agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

Resident hereby certifies that Resident has read the MOLD/MOISTURE ADDENDUM, and has read and understood the contents thereof.

Tenant Signature

Tenant Signature