

## AGREEMENT TO RENT OR LEASE

**NOTICE: CALIFORNIA LAW LIMITS THE AMOUNT YOUR RENT CAN BE INCREASED. SEE SECTION 1947.12 OF THE CIVIL CODE FOR MORE INFORMATION. CALIFORNIA LAW ALSO PROVIDES THAT AFTER ALL OF THE TENANTS HAVE CONTINUOUSLY AND LAWFULLY OCCUPIED THE PROPERTY FOR 12 MONTHS OR MORE OR AT LEAST ONE OF THE TENANTS HAS CONTINUOUSLY AND LAWFULLY OCCUPIED THE PROPERTY FOR 24 MONTHS OR MORE, A LANDLORD MUST PROVIDE A STATEMENT OF CAUSE IN ANY NOTICE TO TERMINATE A TENANCY. SEE SECTION 1946.2 OF THE CIVIL CODE FOR MORE INFORMATION.**

**1.) PARTIES:** The parties to this agreement are Meinhold Property Services, as agent for the owner of the property, **hereafter called Landlord**, and \_\_\_\_\_, **hereafter called Tenant**.

**2.) PREMISES:** Landlord hereby rents to Tenant and Tenant hereby hires from Landlord the Premises commonly known 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 personal property is also included: \_\_\_\_\_.

**3.) TERM:** This agreement shall commence on \_\_\_\_\_, and shall continue: (Check One)

\_\_\_\_\_ On a month-to-month basis thereafter until either party shall 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.

\_\_\_\_\_ through \_\_\_\_\_.

**4.) RENT:** The monthly rent for the Premises shall be \$ \_\_\_\_\_, due and payable, in advance, on the first day of each month. 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. Rent shall be made payable to **Meinhold Property Services** and delivered to **1950 Bridle Ridge Trail., San Luis Obispo, CA 93405**. 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 \$50.00. Such charge shall be deemed additional rent for such rental period and Landlord may deduct such charge from the Tenant's Security Deposit. (See Section 6 of this agreement) A fee of \$50.00 shall be charged to Tenant for any check returned by the bank; a \$50.00 late fee may also apply.

**5.) UTILITIES:** Tenant shall be responsible for all utilities and services **through** the end of lease term and agrees to make payment for same, except the following, which shall be paid by Landlord: \_\_\_\_\_.  
To the extent that Tenant is responsible for City Water and Sewer service, such services shall remain in Tenant's name through the end of lease. If water and sewer are turned off prior to end of lease Tenant shall be responsible for the costs of replacing any and all landscaping damaged or replaced because of lack of water.

**6.) SECURITY DEPOSIT:** Landlord hereby acknowledges receipt of a Security Deposit in the amount of \$ \_\_\_\_\_ which, when combined with all other advanced deposits herein, does not exceed two months' rent for an unfurnished unit or three months' rent for a furnished unit. The Security Deposit shall cover the following, by way of example and not limitation: (i) damage to the Premises caused by Tenant or any other person on the Premises with Tenant's consent (normal wear and tear excepted); (ii) any breach of this agreement including nonpayment of rent; (iii) cleaning of the Premises prior to termination of this agreement, including carpet cleaning by a licensed professional. **No portion of the Security Deposit shall be used towards the payment of the last month's rent without prior written consent of the Landlord.** Within twenty-one (21) days of the date that possession of the Premises is delivered to the Landlord by the Tenant's delivery of the keys to the office of Meinhold Property Services, Landlord shall refund the the remaining balance of the Security Deposit to Tenant. If deductions have been made, Landlord shall provide Tenant with a written itemization of all deductions stating the reason

therefore and the amount thereof along with any remaining balance of the Security Deposit. Tenant shall be liable to Landlord for any obligations of Tenant hereunder in excess of the Security Deposit.

**7.) USE, OCCUPANCY AND MAINTENANCE OF THE PREMISES:** The Premises are to be used only as a private residence by not more than \_\_\_\_\_ person(s) and for no other purpose without the prior written consent of Landlord. Occupancy by guests of Tenant staying more than 15 consecutive days without the written consent of Landlord shall be considered a breach of this agreement by Tenant. The Premises shall be occupied by only the following named persons: \_\_\_\_\_

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 dwelling unit herein described 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 by any governmental authority arising as a result of such violations committed by Tenant or guests of Tenant.

**8.) ENTRY, INSPECTIONS:** Landlord may enter the Premises following prior reasonable written notice to Tenant (24 hours shall be deemed reasonable advance notice), or otherwise with Tenant's consent, for the purpose of: making repairs, alterations or additions; installing, repairing, testing or maintaining smoke detectors; inspecting the Premises to confirm compliance with this agreement; 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 either Tenant's consent or prior notice. Landlord shall have duplicate or master keys to all locks upon the Premises.

**9.) DAMAGE TO THE PREMISES:** Tenant shall be liable for the cost of repairs of any damage to the Premises caused by Tenant or any guest of Tenant. 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 from Landlord regarding the same. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the satisfaction of the Landlord.

**10.) ALTERATIONS, SIGNS:** Except as provided by law, Tenant shall not make alterations, repairs or decorations to the Premises without prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion. Tenant shall not publicly display any sign or exhibit on the Premises without prior written consent of Landlord. Tenant shall not have any wiring—including but not limited to wiring for satellite dishes, cable television, or computers—added to the house without prior written consent of Landlord. Landlord will not unreasonably withhold such authorization but will control the quality of such installation.

**11.) MULTIPLE OCCUPANCY:** 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.

**12.) 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 110% of the monthly rent which was due under this agreement immediately prior to tenant's holdover, unless otherwise agreed by the parties in writing.

**13.) SUBLEASING, ASSIGNMENT, LIENS:** Tenant shall not sublet the Premises or assign this agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant further agrees to not allow any 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 following such assignment to anyone but the assignee of this lease, and only upon the terms herein provided. 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 assigning Tenant, all remaining Tenants, and Landlord all sign a "Rental Lease Assumption agreement."

**14.) 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.

**15.) 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.

**16.) POSSESSION:** If Landlord is unable to deliver possession of the Premises at the time of commencement of this agreement, 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 commencement of the term of this agreement.

**17.) LEGAL FEES:** In the event of any legal action by the parties arising out of this agreement, other than an unlawful detainer action, each of the sides shall bear their own legal fees. In any unlawful detainer action the prevailing party shall be entitled to an award of their attorneys' fees and court costs incurred in such action.

**18.) NOTICES:** All notices required by this agreement should be in writing and delivered to the parties as follows: To the Tenant at the leased Premises. To Landlord at:

**Meinhold Property Services, 1950 Bridle Ridge Trail, San Luis Obispo, CA 93405**

**19.) RULES AND REGULATIONS:** Tenant agrees to comply with all reasonable Landlord's rules and regulations which are applicable to all Tenants as the same are in existence at the execution of this agreement. Tenant will also comply with any such rules and regulations as the same are adopted from time to time by Landlord..

\_\_\_\_\_ **(Initial)** Tenant acknowledges receipt of *Tenant Handbook* and agrees to abide by the policies and procedures therein.

**20.)** \_\_\_\_\_ **(Initial) PETS AND SERVICE ANIMALS:** 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.

If Tenant has a Service Animal (as defined below) then that Service Animal is not a "Pet" under this agreement.

If Tenant **ever** allows any Pet to enter the Premises, **even for a short visit**, then Tenant agrees to pay \$500 in liquidated damages to Landlord for the resultant damages arising from the presence of the Pet. Tenant acknowledges and agrees that the resultant damages arising from the presence of 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 such latent damage include, without limitation, fleas that may be dormant but which are introduced to the Premises by the Pet. The cost to repair such resultant damage will not be incurred until well after Tenant vacates the Premises and Tenant's security deposit is returned to Tenant.

. The parties agree that the latent damages which will be sustained by Landlord for the failure of the Tenant to keep Pets away from the Premises would be difficult and impracticable to determine or assess, therefore Tenant and Landlord agree that \$500 is a reasonable estimate of such latent damages, and that this charge represents a fair and reasonable estimate of the damages that the Landlord will incur because of any failure of Tenant to keep Pets away from the Premises.

In addition to paying \$500 for the resultant damage resulting from the presence of a Pet, Tenant must also pay for any and all patent damage resulting from the presence of the Pet that is obvious from visual inspection of the Premises.

A "Service Animal" is any animal that is allowed to be at the Premises by operation of law. 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.

**21.) \_\_\_\_\_ (Initial) SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** The Premises are equipped with at least one smoke detector and may also be equipped with one or more carbon monoxide detectors. Tenant acknowledges that each such device will be tested at the time of initial occupancy, and agrees to notify Landlord immediately of any defects or malfunctions that may be discovered. Tenant agrees to: inspect and test each device monthly; to replace the batteries as needed; to notify the Landlord promptly in writing of any defects or malfunctions; and to not remove, dismantle or otherwise render the devices inoperable.

**22.) LIQUID FURNITURE:** No liquid furniture of any kind is allowed on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld if the property was built at such a time that it can support liquid furniture.

\_\_\_\_\_ (Initial) If permission for liquid furniture has been given by initialing as provided, Tenant acknowledges provision of a certificate of insurance to Meinhold Property Services no later than \_\_\_\_\_.

**23.) TIME:** Time is of the essence in each provision of this agreement.

**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.

**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.

**26.) \_\_\_\_\_ (Initial) HOLD HARMLESS AND WAIVER:** 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. Tenant is encouraged to obtain renter's insurance.

**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.

**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.

**29.) \_\_\_\_\_ (Initial) INDEMNITY AGREEMENT:** Tenants agree to indemnify Landlord against any loss or expense, including attorney's fees, incurred by Landlord as a result of Tenant's violation of any law or ordinance on the Premises during the term of the lease except violations that are attributable to an act or omission by Landlord. This indemnity includes, but is not limited to, a violation of the local noise control and pet ordinances. Any amount owed by Tenants to Landlord pursuant to this indemnity shall be considered additional rent and shall be paid by Tenants within three days after a written demand for payment is given to Tenants. A failure to pay the amount due within the three-day period will be a material breach of this lease.

**30.) \_\_\_\_\_ (Initial) DISCLOSURE OF STATE DATA BASE OF REGISTERED SEX OFFENDERS:** As required by California Civil Code Section 2079.10a, the following terms are incorporated into and made a part of your residential rental agreement. "Notice: The California Department of justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 209.4 of Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service."

**31.) ENVIRONMENTAL HAZARDS DISCLOSURE OF INFORMATION FOR HOUSING RENTALS AND LEASES:**

**Tenant's Acknowledgment** (initial) \_\_\_\_\_ Tenant has received the pamphlet *ENVIRONMENTAL HAZARDS: A Guide for Homeowners, Buyers, Landlords and Tenants*.

**32.) \_\_\_\_\_ (Initial) MOLD: MONITORING, INSPECTING, REMEDIATING & GENERAL MAINTENANCE**

(a) Monitoring Premises: Tenant, at their sole cost and expense, shall:

(i) Regularly monitor the Premises for the presence of mold or for any conditions that reasonably can be expected to give rise to mold (the "Mold Conditions"), including, but not limited to: observed or suspected instances of water damage; mold growth; repeated complaints of respiratory ailment or eye irritation by any occupants of the Premises; or, any notice from a governmental agency of complaints regarding the indoor air quality at the Premises; and,

(ii) Promptly notify Landlord in writing if Tenant suspects mold or any Mold Conditions at the Premises.

(b) Inspection of Premises. In the event of any suspected mold or Mold Conditions at the Premises, Tenant, at Tenant's sole cost and expense, shall promptly cause an inspection of the Premises to be conducted to determine if mold or Mold Conditions are present at the Premises, and shall:

(i) Notify Landlord, in writing, at least three (3) days prior to the inspection, of the date on which the inspection shall occur, and which portion of the Premises shall be subject to the inspection; and,

(ii) Retain an industrial hygienist certified by the American Board of Industrial Hygienists ("CIH") or an otherwise qualified mold consultant generally "Mold Inspector") to conduct the inspection; and,

(iii) Cause such Mold Inspector to:

- (1) Obtain or maintain errors and omissions insurance coverage with terms and limits customarily maintained by Mold Inspectors, adding Landlord as an additional insured, and to provide Landlord evidence of such coverage and a copy of the endorsement naming Landlord as additional insured; and,
- (2) Perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector; and
- (3) Prepare an inspection report for the benefit of the Landlord and Tenant, but otherwise keep the results of the inspection report confidential, and promptly provide a copy to Landlord and Tenant; and,
- (4) Take all reasonable measures and necessary action to protect the confidentiality and secrecy of the inspection of the Premises and inspection report of the Mold Inspector and avoid disclosure or use of the inspection report in order to prevent it from falling into the public domain or the possession of any persons other than those persons authorized hereunder.

(c) Remediation of Mold. In the event the inspection required by Subparagraph (b) hereof determines that mold or Mold Conditions are present at the Premises, then

(i) Tenant, at Tenant's sole cost and expense, shall promptly and without delay:

- (1) Hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Premises; and,
- (2) Send Landlord written notice, with a copy of the remediation plan, at least five (5) days prior to the mold remediation, stating:
  - (A) The date on which the mold remediation shall start;
  - (B) Which portion of the Premises shall be subject to the remediation;
  - (C) The name, address, and telephone number of the certified mold remediation contractors performing the remediation;
  - (D) The remediation procedures and standards to be used at the Premises;
  - (E) The clearance criteria to be employed at the conclusion of the remediation; and
  - (F) The date the remediation will conclude.

(3) Notify, in accordance with any applicable state or local health or safety requirements, all other occupants and visitors at the Premises of the nature, location, and schedule for the planned mold remediation;

(4) Ensure that the mold remediation is conducted in accordance with the relevant provisions of the document Mold Remediation in Schools and Commercial Buildings (EPA 402-K-001, March 2001) ("EPA Guidelines"), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to time, or any other applicable, legally binding federal, state, or local laws, regulatory standards or guidelines; and

(5) Provide Landlord with a draft of the mold remediation report and give the Landlord a reasonable opportunity to review and comment thereon, and when such report is finalized, promptly provide Landlord with a copy of the final remediation report.

(6) Alternatively, Tenant(s) shall have the right to terminate any further rental obligations under the rental agreement, by vacating the Premises within three (3) days following written notice by Tenant(s) to Landlord, advising Landlord of Tenants intention to exercise the rights herein provided for.

(d) Post Remediation Inspection. Tenant acknowledges and agrees that Landlord shall have a reasonable opportunity, but not an obligation, to inspect the remediated portion of the Premises after the conclusion of the mold remediation. If the results of the Landlord's inspection indicate, or Landlord otherwise determines that the remediation does not comply with the final remediation report or any other applicable federal, state, or local laws, regulatory standards or guidelines, including, without limitation, the EPA Guidelines, then Tenant, at its sole cost and expense, shall immediately take all further actions necessary to ensure such compliance as may be directed by Landlord.

(e) General Maintenance of Mold Free Environment: Tenant(s) acknowledge and agrees that it is necessary for Tenant to keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating at the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees that

Tenant shall be responsible for damages to the Premises, and to Tenant's property, as well as any injury to Tenant and any other occupants of the Premises or the building of which the Premises are a part, resulting from Tenant's failure to comply with the terms of this agreement.

(f) Waiver of Mold Claims; Indemnity of Landlord:

(1) **WAIVER OF MOLD CLAIMS.** Tenant hereby acknowledges and agrees that as part of the valuable consideration exchanged for the right to rent the Premises on the terms herein stated, that Tenant hereby waives the right to pursue Landlord for any mold related claim which results from the failure of Tenant to observe and comply with any of its obligations hereunder.

(2) **INDEMNIFICATION OF LANDLORD.** Tenant further agrees to indemnify the Landlord for any liability, costs attorneys' fees or other expenses incurred by Landlord, or for which Landlord may otherwise be liable because of mold, or Mold Conditions which is or are present at the Premises, as a result of Tenants breach of its obligations hereunder. To the extent that Landlord is required make perform any remediation for which Tenant is directly responsible under the terms of this agreement, Tenant shall reimburse Landlord for all such costs and expenses incurred by Landlord as additional rent together with the next monthly installment of rent due hereunder

**33. PROPOSITION 65 WARNING:** This property may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals may include, but are not limited to, tobacco smoke, lead and lead compounds, asbestos, carbon monoxide and gasoline components. Please request a copy of the "OEHHA" pamphlet should you have any questions or concerns regarding this warning.

**34.) 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.

**35.) NOISE VIOLATIONS:** \_\_\_\_\_ (initial) The city of San Luis Obispo strictly enforces a noise ordinance (San Luis Obispo Municipal Code § 9.12.050) which states as follows:

A. Noise disturbance prohibited.

No person shall unnecessarily make, continue or cause to be made or continued, or permit or allow to be made or continued, any noise disturbance in such a manner to be plainly audible at a distance of fifty feet from the property site, building structure, or vehicle in which it is located and shall be considered prima facie evidence of a violation of this section.

**IF ANY TENANT(S), OR THEIR GUEST(S), RECEIVE A "DISTURBANCE ADVISEMENT CARD" OR A CITATION FROM THE SAN LUIS OBISPO POLICE DEPARTMENT OR A REPRESENTATIVE OF THAT DEPARTMENT (INCLUDING WITHOUT LIMITATION "SNAP" REPRESENTATIVES) PURSUANT TO THIS ORDINANCE, THEN THE SUM OF \$ \_\_\_\_\_ SHALL BE IMMEDIATELY BE OWED BY TENANT TO LANDLORD AS LIQUIDATED DAMAGES FOR THE COST OF RESPONDING TO SUCH VIOLATION:**

**NO WARNINGS WILL BE ISSUED!**

**This amount is intended to compensate Landlord for the costs associated with responding to the police department as a result of any such violation caused the Tenant or Tenant's guests. 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 BY TENANT UPON RECEIVING NOTICE OF VIOLATION.**

**36. PEST CONTROL:** In the event that the Premises, or the Property require application of any substances for pest control, or in the event the entire building needs to be tented for purposes of treating any active infestation such as termites, Landlord shall have reasonable access to the Premises for purposes of performing the same. In the event that Tenant cannot reside within the Premises during any such work, Tenant's sole and exclusive remedies

shall be either: (a) to terminate this agreement upon seven (7) days written notice to Landlord within five (5) days following tenants receipt of notice from the Landlord regarding Landlord's intention to perform such work; or (b) Tenant shall be allowed a credit equal to the proportionate daily rent, for each day that Tenant is unable to remain at the Premises during the course of such work, not to exceed seven (7) consecutive calendar days under any circumstances.

**37. NO SMOKING:** No smoking is allowed within the Premises. Failure of Tenant to abide by this restriction shall constitute a non-curable material default under this agreement.

**38. NO FAULT JUST CAUSE TERMINATION:** Landlord reserves the right to terminate this agreement upon appropriate statutory notice in the event that Landlord as the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the Premises in accordance with Civil Code 1946.2(b)(2)(A)(i) and (ii).

**39.) ADDITIONAL TERMS, CONDITIONS, COVENANTS:** The following are additional terms, conditions and covenants to which the Parties agree:

1. Cost for sewer clean-out caused by disposal of paper towels, sanitary napkins, grease or food into the sewer system shall be paid by Tenant.
2. No satellite dishes are permitted on the property without prior written consent of Landlord.
3. The vestibules, hallways, stairways and other public passages shall not be obstructed by Tenants or their guests, or used by them for any purpose other than to enter or exit their respective apartments. Tenants are specifically prohibited from storing barbecues, chairs, or any other items in these areas.
4. Tenants are advised not to use any off-the-shelf products to clean drains. Any damage to pipes due to drain cleaners will be charged to and paid by Tenant.
5. Tenants are responsible for replacing light bulbs in their units.

**40.) ENTIRE AGREEMENT:** The foregoing is the entire agreement between the Parties and may be modified only by writing.

WHEREFORE, we, the undersigned, do hereby execute and agree to this agreement.

LANDLORD:

\_\_\_\_\_  
Signature Date

TENANT:

\_\_\_\_\_  
Signature Date

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Signature Date

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