RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on _____ (the "Effective Date") by and between Ernesto Gedalanga and Nelda Gedalanga (the "Landlords") and the following tenants:

1. _____
2. _____
3. _____
4. _____

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: Single family residence consisting of 4 bedrooms and 2 bathrooms (the "Premises") located at 1416 Whitestone Rd., Spring Valley, CA 91977. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

2. TERM. The lease term will begin on _____ ("Commencement Date") and will terminate on _____ at _____.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just case eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate by Tenant giving Landlord written notice of at least 60 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT; LEASE PAYMENTS. "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

(a) Tenant shall pay to Landlord initial monthly base lease payments of $3,500.00, payable in advance on the first day of each calendar month, and is delinquent on the next day. Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord. If the Commencement Date of the Lease falls on any day other than the day Rent is payable under this provision, and Tenant has paid one full month's Rent in advance of the Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.

(b) Rent shall be paid by the following method(s):

■ Cash ■ Personal Check ■ Money Order ■ Cashier's Check ■Direct Deposit

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by cashier's check.

In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed lease payments must be received on or before the due date. Lease payments for any partial month will be pro-rated at the rate of 1/30th of the monthly lease payment per day.

Landlord may apply any payment made by Tenant to any obligation owed by Tenant to Landlord regardless of any dates or directions provided by the Tenant that accompanies a payment. Any Landlord has full discretion to accept or reject payments from or written by third parties. Landlord's acceptance of a payment by a third party does not override the previous statement and Landlord will continue to have full discretion to accept or reject payments submitted or written by third parties. Monthly lease payments received in prior months to which the payment is due will be held by the Landlord uncashed in a secured location and deposited on the first of the month.

4. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord security deposit of $3,500.00 (the Security Deposit) for the purpose set forth in Civil Code §1950.5. No trust relationship between Landlord and Tenant is created because of the Security Deposit and Landlord has full authority to commingle the Security Deposit with other funds of Landlord.

Landlord may apply all or a portion of the Security Deposit as allowed by law including, but not limited to, (i) Tenant's obligation to restore, replace or return personal property, (ii) cure Tenant's default in payment of Rent (including late charges, non-sufficient funds or other amount due), (iii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant, and (iv) clean the Premises, if necessary, upon termination of the tenancy. Landlord shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. For the purposes of this paragraph, Tenant will have vacated the Premises when Tenant returns all keys (and garage door openers) to Landlord and has surrendered the Premises. If required by law, Landlord shall pay to Tenant simple interest as directed by law on the amount held as a Security Deposit, so long as tenancy meets or exceeds one year. Payment shall be made by Landlord once a year. At the end of the Lease Landlord may use any unpaid accrued interest to cover any amounts owed by Tenant including but not limited to restoration, repair, cleaning or other amounts owing.

The balance of the Security Deposit and any unpaid accrued interest, if any, along with full accounting will be mailed to the Tenant at forwarding address provided to the Landlord. If no forwarding address is provided, Landlord will mail to the Premises. Landlord's check may be made to all Tenants regardless of Landlord's knowledge of which Tenant submitted the original Security Deposit. **Tenant may NOT apply any portion of the Security Deposit to the last month's rent**. If any portion of the Security Deposit is applied by Landlord to any obligations of Tenant at any time during the tenancy Tenant must, upon 5 days written notice, reinstate the Security Deposit to its full original amount.

Landlord may increase the security deposit at any time without notice up to the maximum allowed by law. Landlord and Tenant agree that the Security Deposit is not rent and therefore not subject to the Rent Ordinance.

Upon the vacating of the Premises for termination of the lease, Landlord shall have twenty-one (21) days to return the security deposit to Tenant, minus any deductions for damages or other charges, together with an itemized list of any such deductions.

If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security Deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

MOVE-IN COSTS RECEIVED/DUE:

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other _____					
Other _____					
Total					

*The maximum amount of the security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

6. USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

7. SMOKING. Smoking is prohibited in any area in or on the Premises and on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowable by law including eviction.

Notwithstanding any law to the contrary, the growing, cultivation, sale, or use in any form, of marijuana, for any purpose, is not permitted in or about the Premises, at any time, by Tenant, or Tenant's guests, invitees or friends.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

8. MANAGEMENT. The Tenant is hereby notified that Phil Gedalanga is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact **Phil Gedalanga** by phone at (657)345-4137 or email at phil@gedalangapropertymanagement.com.

9. OCCUPANTS. No more than 6 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

_____
_____
_____
_____

Tenant may have guests on the Premises for not over 7 consecutive days or 28 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 28 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 28 days in a calendar year.

10. FURNISHINGS. The following furnishings or appliances will be provided by Landlord:

Refrigerator, oven/range, dishwasher, microwave

Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

11. WATERBEDS. Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code §1940.5. If the Premises are located in a structure with an original Certificate of Occupancy issued after January 1, 1973 then such furniture may be permitted only upon written consent of Landlord, upon the completion of a Waterbed Agreement which shall become part of this Agreement and subject to continued compliance by Tenant of all provisions therein.

12. PETS. No pets, dogs, cats, birds, fish, or other animals shall be allowed on the Premises, even temporarily or with a visiting guest. As required by law, Service Animal(s) are the only exception to this rule.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

13. KEYS. Tenant will be given 3 key(s) to the Premises, 0 mailbox keys, and 2 garage door openers. If all keys and openers are not returned to Landlord following termination of the Lease, Tenant shall be charged $25.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately up installation.

14. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant will be charged $0.00 to regain entry for a total of no more than 2 times within a calendar year. For each additional re-entry service in excess of 2 times per calendar year, Tenant will be charged a service fee of $25.00.

15. STORAGE. During the term of this Lease, tenant shall be entitled to store items of personal property in the designated garage storage spaces only. **The use of the storage shed in the backyard is NOT INCLUDED**. Landlord shall not be liable for loss of, or damage to, such stored items. The right to storage space is included in the Rent charged pursuant to "Rent; Lease Payments." Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

16. ROOF/FIRE ESCAPES. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

17. PARKING. Parking is permitted as follows: tenant shall be entitled to use 4 parking space(s) for the parking of motor vehicle(s). The parking space(s) provided are identified as 2 spaces in the garage and 2 spaces on the driveway. The right to parking is included in the Rent charged pursuant to "Rent; Lease Payments." Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant shall park in assigned space(s) only. Parking space(s) shall be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

18. MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability. The Tenant will be responsible for: watering the landscaping in the front yard pending any limitations or water restrictions to maintain compliance with local water agency recommendations.

The Landlord shall maintain upkeep of the landscaping including lawn mowing, hedge trimming, semi-annual clearing of grass or weeds on the backyard hill and side of the property.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with Civil Code §1954 and ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlords or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

Tenant acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent. Further, subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate the Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Premises. 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 shall 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.

Tenant further agrees to cooperate in any efforts undertaken by Landlord to rid the Building and the Premises of pests of any kind. Failure of Tenant to cooperate may be deemed an obstruction of the free use of property so as to interfere with the comfortable enjoyment of life or property thereby constituting a nuisance.

Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary, and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction, or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests, licensees or invitees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

19. UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises. Tenant agrees to comply with any environmental, waste management, recycling, energy conservation, or water conservation programs implemented by Landlord. Tenant shall provide Landlord with proof of accounts established in Tenant's name for all utilities to be paid by Tenant. If utilities at Premises are metered by one or more Master Meters, Landlord reserves the right to measure Tenant's utility consumption through one or more sub-meters, and to bill Tenant for such utility use either directly or through a third party. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Landlord from passing through to Tenant utility costs as provided by law.

Landlord shall provide one working telephone line and one working telephone jack into the Premises if required by local regulations or state law. Tenant shall be responsible for any repairs required or charges for service calls on any utility line, accessory or fixture.

Landlord shall not be liable to Tenant or to any other person in damages or otherwise, nor shall it be considered a default under this Lease for any interruption or reduction of utilities or services caused by someone other than Landlord, or by Landlord due to circumstances beyond Landlord's reasonable control.

20. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL PROPERTY TAXES. Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

21. PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

22. NON-SUFFICIENT FUNDS. Tenant will be charged a monetary fee of $25.00 as reimbursement of the expenses incurred by Landlord for the first check that is returned to Landlord for lack of sufficient funds and $35.00 for each subsequent check returned for lack of sufficient funds. This paragraph is in accordance with California Civil Code § 1719.

Landlord reserves the right to demand future rent payments by cashier's check, money order or certified funds in the event a check is returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12-month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

23. LATE PAYMENTS. Tenant and Landlord agree that Landlord will incur costs and damage as a result of any late payment of lease payments. Due to the difficulty involved in assessing the exact amount of damages, Tenant and Landlord agree to the following set late fee. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee equal to 5% of the required payment.

This provision for payment of a late charge does not constitute a grace period and Landlord may serve a 3-Day Notice to Pay Rent or Quit on the day after due. Landlord and Tenant agree Tenant's payment of lease payments five days or more after due on at least three separate occasions within any twelve month period constitutes habitual late payment of lease payments and may be considered a just cause for eviction. Payment of the late charge does not remedy the late payment for purposes of establishing habitual late payment of rent.

24. FAILURE TO PAY. Pursuant to Civil Code §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

25. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

26. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

27. EARLY TERMINATION CLAUSE. Tenant may, upon 60 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to $0.00 or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. Termination charge will be in addition to all rent due up to the termination day.

28. MILITARY TERMINATION CLAUSE. In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this lease upon giving thirty (30) days; written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants termination under this clause. The Tenant will pay prorated rent for any days he or she occupies the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Premises.

29. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $1,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is $1,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

30. HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

31. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent payment amount.

32. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

33. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

Upon prior written consent of Landlord, Tenant may install satellite dishes within the Premises. If allowed, the Satellite Dish must be installed WITHIN the exterior boundaries of the Premises or inside balcony railings or window. The Satellite Dish must be mounted so as to not be visible from the street or in any other way negatively impact the outward appearance of the building.

The Satellite Dish must be securely and properly mounted in a workman-like manner by a licensed contractor. Installation and maintenance of the Satellite Dish must not damage the Premises or its walls in any way. The Tenant remains strictly liable for any injury or damage to persons or property caused by the satellite dish and Tenant MUST maintain sufficient liability coverage against any such injury or damage. Proof of such insurance MUST BE provided to Landlord, with Landlord listed as an additional insured, prior to approval of installation and upon each renewal of coverage.

34. ACCESS BY LANDLORD TO PREMISES. Landlord shall have the right to enter the Premises pursuant to California Civil Code §1954 and to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

35. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

36. ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

37. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

38. ASBESTOS. The Premises may contain asbestos or have original construction materials that contain asbestos.

Damaging or disturbing the surface of asbestos-containing materials may increase the risk of exposure. Therefore, Tenant and Tenant's guests, contractors or invitees shall not allow any action which may, in any way, disturb asbestos-containing materials or any part of the Premises that may contain asbestos or asbestos-containing materials. Tenant shall notify Landlord immediately if Tenant knows or suspects that an asbestos-containing material has been disturbed or if Tenant becomes aware of any asbestos-containing material that is showing signs of deterioration.

39. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

40. MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

41. SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

42. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which may be unreasonably withheld. No person other than the named Tenant shall be permitted to regularly or continuously use or occupy the Premises unless Tenant notifies Landlord in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; the prospective occupant completes and provided Landlord with Landlord's rental application; Landlord approves the prospective occupants creditworthiness and references from prior landlords; and the new occupant signs Landlord's standard form Sub-Tenancy Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. In the event that Landlord consents to any sub-tenancy, Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Landlord. No action or inaction or acceptance of rent or knowledge on the part of Landlord shall be deemed to be a waiver of the provision of this Paragraph on the part of Landlord and shall not be deemed an approval of any person as a sub-tenant for any purpose.

43. INDIVIDUAL LIABILITY. Each person who signs this agreement, whether or not said person is or remains in possession of the Premises, is jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by Tenant, Tenant's Guests or Invitees.

44. INSPECTION OF PREMISES. Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and finds the Premises to be satisfactory and in good working order. All plumbing, heating and electrical systems are operative and deemed satisfactory by Tenant if Landlord is not notified in writing to the contrary within 48 hours of occupancy of the Premises.

45. NUISANCE. Tenant agrees not to commit, nor permit to be committed, any waste or nuisance, upon in or about the Premises, nor shall Tenant create or permit a substantial interference with the comfort, safety, or enjoyment of Landlord and other occupants of the property or their Agents, guests and/or invitees. Waste, nuisance, and substantial interference are substantial violations of a material term of the tenancy and constitute just cause for eviction.

46. LEAD DISCLOSURE. Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Lease, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to the EPA Booklet Entitled Protect Your Family From Lead In Your Home, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.

47. MOLD/MILDEW. Tenant agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises. Tenant agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled Mold Notification. By signing this Lease, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to Mold Notification Addendum and Mold/Mildew Disclosure Form.

48. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Ernesto Gedalanga
1371 38th Ave
San Francisco, CA 94122

LANDLORD:

Nelda Gedalanga
1371 38th Ave
San Francisco, CA 94122

TENANT(S):

_____
_____
_____
_____
1416 Whitestone Rd.
Spring Valley, CA 91977

Such addresses may be changed from time to time by either party by providing notice as set forth above.

49. HAZARDOUS MATERIALS DISCLOSURE. Pursuant to the regulations of Proposition 65, enacted by the voters of California, Landlord hereby makes the following required disclosure: Warning – The Premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

50. MEGAN'S LAW. 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 §290.4 of the Penal Code.

Notice: Pursuant to §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.

51. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of California.

52. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

53. SEVERABILITY; WAIVER. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

54. TIME OF ESSENCE. Time is of the essence with respect to the execution of this Lease.

55. ESTOPPEL CERTIFICATE. Tenant shall 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 requirement shall be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

56. TENANT REPRESENTATION; CREDIT. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

57. BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

58. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) Procedure, unless the dispute or controversy meets the requirements to be brought before California's small claims court or is an unlawful detainer proceeding.

Any controversies or disputes arising out of or relating to this Agreement, other than those excepted above, will be submitted to mediation in accordance with any statutory rules of mediation for the State of California. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

LANDLORD:

By:_____ Date: _____

Ernesto Gedalanga

Tenant Initials (_____ , _____ , _____ , _____)

LANDLORD:

By: _____ Date: _____
Nelda Gedalanga
_____

TENANT:

By: _____ Date: _____
_____

TENANT:

By: _____ Date: _____
_____

TENANT:

By: _____ Date: _____
_____

TENANT:

By: _____ Date: _____
_____

RECEIPT

By Signing above Landlord hereby acknowledges receipt and Tenant acknowledges the payment of the following:

Security Deposit: _____

Pre-Paid Rent: _____ for the period of _____

Last Month Rent: _____

Total Collected: _____

Tenant Initials (_____ , _____ , _____ , _____)

RESIDENTIAL LEASE
INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Countertops	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

_____
Date

Tenant:

By: _____ Date: _____
_____

Tenant:

By: _____ Date: _____
_____

Tenant:

By: _____ Date: _____
_____

Tenant:

By: _____ Date: _____

_____

Acknowledged by Landlord:

By: _____ Date: _____

Ernesto Gedalanga

By: _____ Date: _____

Nelda Gedalanga

RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

(ii) __X__ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

_____

(ii)__X__ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Acknowledged by Landlord/Agent:

By: _____ Date: _____

_____

By: _____ Date: _____

_____

California Lease Agreement

Mold Notification Addendum

Landlord endeavors to maintain the highest quality living environment for the Tenant. Therefore, know that the Landlord has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the property in a manner that prevents the occurrence of an infestation of mold or mildew. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.

2. Tenant agrees to immediately report to the Landlord any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.

3. Tenant agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.

4. Tenant agrees to report to the Landlord any significant mold growth on surfaces inside the premises.

5. Tenant agrees to allow the Landlord to enter the unit to inspect and make necessary repairs.

6. Tenant agrees to properly ventilate the bathroom while showering or bathing and to report to the Landlord any non-working fan.

7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.

8. Tenant agrees to use all reasonable care to prevent outdoor water from penetrating into the interior of the unit.

9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)

10. Tenant agrees to notify the Landlord of any problems with any air conditioning or heating systems that are discovered by the Tenant.

11. Tenant agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Landlord may sustain or incur as a result of the negligence of the Tenant or any guest, licensee, invitee or other person living in, occupying, or using the Property.

If Tenant fails to comply with the terms of this Mold Addendum, it is a material breach of the Lease Agreement it is attached to. In the event there is a conflict between this Mold Addendum and the Lease Agreement, the terms of the Mold Addendum shall govern.

Tenant Initials (_____ , _____ , _____ , _____)

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Tenant:

By: _____ Date: _____

_____

Acknowledged by Landlord:

By: _____ Date: _____

_____

By: _____ Date: _____

_____

INFORMATION ABOUT BED BUGS

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

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

To report suspected infestations please contact the landlord or property manager via the contact details provided in the lease agreement.

Tenant Initials (_____ , _____ , _____ , _____)