

GAVIOTA HEIGHTS LEASE AGREEMENT UNIT # _____
(Consult with your attorney about local technicalities or changes in the law subsequent to the revision date.)

OWNER: _____

RENTER: _____

PREMISES: _____
Unit No. Address (Ave., St., Pl., Blvd., Etc.) City CA Zip Code

Owner and Renter agree that Renter's performance of and compliance with each of the terms hereof, and with Owner's House or Pool Rules (the Rules and Regulations, CCnR's and By-laws for Gaviota Heights) which are incorporated herein by reference, constitutes a condition on Renter's right to occupy the Premises. Any failure of compliance or performance by Renter shall allow Owner to forfeit Renter's right to possession. All persons designated as "Renter" are jointly and severally liable for all "renter" obligations. Rent is due for the entire term and for any holdover period.

TERM: From and including: _____ To and including: _____

A. Rent Start Date: _____ I. Storage Space: _____

B. Rent per Month: _____ J. Maximum Occupancy per Agreement: _____

C. Day of Month Rent Due: _____ K. Named Renter: _____

D. Late Rent Charges: \$ _____ L. Added per Occupants: _____

E. Returned Check Charges: _____ M. Owner's Personal Property: _____

F. Security Deposits: _____ N. Pets: _____

G. Owner Paid Utilities: _____ O. Inspection Consent (Circle one): Yes No

H. Parking Space (Lic./Space#): _____ See Paragraph 9

P. Required Notices: Rent:
Person/Address/Telephone No./where and to whom rent to be paid:

Days and times on which rent is to be paid:

LEAD:
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 per-1978 housing owners must disclose the presence of known lead-based paint hazards in the housing premises.

____ Agent's initials mean Agent has informed Owner of Owner's obligation to disclose any known facts about lead base paint on the property under USC 42 USC 4852D, EPA 40 CFR 745.107, 745.110, 745.113 as required by law. And the following is believed to be true.

____ Owner's initials mean the Premises were built before 1978 and the following is believed to be true.
____ Owner's initials mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead based paint in or on the Premises.

____ Owner's initials mean Owner has that information about lead in or on the Premises disclosed on the attached lead-based paint disclosure form and has provided renter with all available reports and records.

____ Renter's initials indicate that Renter has received the pamphlet entitled "Protect Your Family from Lead in Your Home", a copy of any report re lead paint on the property and Renter shall notify Owner promptly, in writing, of any deteriorating and/or peeling paint.

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CHEMICALS:

_____ Renter's initials indicate that Renter has received notice regarding chemical use from Owner's pest control company provided if there is a written pest control contract in effect.

1. **Rent/Late Rent Charge:** Should the Rent Start Date be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and any additional fees, taxes or assessment s authorized to pass-through to Renter. If Renter fails to pay any rent as and when due, Renter shall pay a (one-time per each unpaid amount) Late Charge. Said Late Charge constitutes a reasonable effort by the parties to estimate fair compensation in as much as it would be impractical or extremely difficult to fix the actual damage caused by renters default. If Renter's check is returned "NSF", Renter shall pay a Returned Check Charge and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge may be deemed additional rent by inclusion in an eviction notice or may be deducted from Renter's Security Deposit. Any Security Deposit refund claim shall be deemed compensated to the extent of any such deduction. All of Renter's monetary obligations hereunder are deemed rent.
2. **Security Deposit:** Renter shall pay to Owner the total Security Deposit to secure Renter's compliance with all terms of this Agreement and Owner's Rules and Regulations including CCnR's and By-laws. No portion of the Security Deposits shall be deemed rent for any rental month unless Owner, so elects, in writing, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Renter totally vacates the Premises the Security Deposit shall be returned (mailed by first class mail, postage, pre-paid, to Renter's last known address) by check made payable to all those designated as "renter" jointly, whether or not one or more have vacated previously, less the amounts(s) used for the purpose(s) specified in Civil Code Section 1905.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction there from. If the Security Deposit is insufficient for any such authorized purpose, Owner may collect the deficiency from Renter. Renter agrees that Owner may deduct from the Security Deposit the amount necessary to compensate Owner for: (a) Any Renter default under the Rental Agreement, (b) Cleaning of the Premises, (c) Repair of any damage thereto, or (d) Restoration, replacement or return of any personal property or appurtenances, exclusive of ordinary wear and tear, all pursuant to Civil Code Section 1950.5, as may be set out in a Security Deposit Agreement.
3. **Utilities:** If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designed, henceforth, to Renter and place the same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount, Owner may recover it from Renter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.
4. **Parking Storage Rules:** Renter is assigned a parking space on Owner's property, renter shall use such space only for the parking of operable, licensed and currently6 registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property.
5. **Named Renter/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Rental Agreement without the advance written consent of the Owner and at the additional rent set out in the Rental Agreement or prescribed by law. Renter's right to possession shall not be assigned nor sublet.

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- 6. Good Condition Receipt:** Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment provided by Owner. Windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances Renter accepts as "AS IS" and Renter acknowledges that the same are in good, clean and sanitary order, condition and repair, unless, noted to the contrary on Owner's copy of this Rental Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination of the tenancy, Renter shall return the Premises to Owner in as good an order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or door, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owners copy of this Rental Agreement. Renter's "GOOD FAITH" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing efficiency.
- 7. Maintenance and Repair/Alterations:** Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person in or about the Premises without Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) NOT TAMPER WITH NOR REMOVE ANY SMOKE DETECTOR NOR FIRE ALARM EQUIPMENT, AND ADVISE Owner immediately of any equipment malfunction. Renter shall be liable for any damages caused by Renter's failure to comply with these conditions.
- 8. Damage/Destruction:** If the Premises are unavailable for occupancy for more than twenty (20) days due to Acts of God or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premise are again available for occupancy.
- 9. Inspection/Entry:** Owner may enter and inspect the Premises, during business hours and upon reasonable notice to Renter, without Renter's presence, for any lawful purpose. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises. If done so by Renter, Renter shall provide Owner with a key to any such device immediately. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law.
- 10. Rules and Regulations/CCnR's/By-Laws:** Renter and all persons in or about the Premises with Renter's consent shall comply with all Rules and Regulations, CCnR's, and By-Laws (including house and pool rules) made by the Owner and the Gaviota Heights HOA. A copy of Such Rules and Regulations, CCnR's, By-Laws and house and pool rules shall be provided to Renter. Owner and/or Renter shall be contacted by Gaviota Heights HOA if Renter does not abide by said Rules and Regulations, CCnR's, By-Laws, etc. for compliance of said Rules and Regulations, CCnR's, By-laws, house and pool rules. If non-compliance continues to be an issue with Gaviota Heights HOA, remedies by the HOA will be used for compliance as allowable by law.

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11. **Security:** Renter understand that the Premises are not in a full security complex and that Owner does not guarantee to employ security personnel to patrol the Premises to provide for Renter's safety. Each Renter assumes the risk of residing on the premises for him or herself, his/her or their children and/or personal property without recourse against the Owner or Gaviota Heights HOA.
12. **Insurance:** Owner as well as Gaviota Heights HOA highly recommends Renter to obtain insurance (renter Insurance) for coverage of personal affects within the Premises. This is only a suggestion and not a condition for the rental of the unit.
13. **Compliance with Laws:** Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about the Premises. Renter shall not annoy, pester or disturb other Owners or tenants in Gaviota Heights. Renter shall not operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.
14. **Wavier of Default:** Owner's failure to require strict compliance with the terms of this Rental Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, or limit Owner's rights with respect to that or any subsequent default(s).
15. **Non-Curable Breach of Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Rental Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Renter for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Renter's Rental Application violating the tenancy.
16. **Pest Control/Fumigation/Extermination:** Upon demand by Owner, Renter shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Renter's absence. Renter shall comply forthwith, with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables, medicine, etc.
17. **Designation of Parties:** The term "Owner" includes a "manager", "agent of the owner", "management company", "Trustee of a Trust", or any other person(s) or entity acting on behalf of the Owner as the Lessor of the premises entitled to rent the premises, collect the rent for the premises and prosecute eviction actions.
18. **Partial Invalidity:** If any portion of this Rental Agreement is held to be invalid, it shall not affect the validity of any other term of this Rental Agreement.
19. **Attorneys Fees:** If any legal action or proceeding is brought forth by Owner, Gaviota Heights HOA or Renter, the prevailing party shall be entitled to recover attorneys' fees if allowed by law.
20. **Guarantor(s):** On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement. Said agreement and terms must be acceptable to Owner and Guarantor(s) prior to becoming effective and said agreement once accepted shall be deemed incorporated herein this Rental Agreement and subject hereto.
21. **Rent Acceptance:** Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.

