

Landlord:

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

and us, the owner(s) _____ by and through
_____ as the agent of the owner(s).

You've agreed to rent the property (the "Property") located at

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The Property will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on _____ and end on _____, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

1.3 RENTS AND CHARGES

You shall pay _____ per month for rent. The 1st month's rent and/or prorated rent amount of _____ shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with _____ of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: _____ Daily late fee: _____

A charge of \$75 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent

increases and other modifications to the terms of the contract.

All rent and fees shall be paid as follows (portal/ mailing address):

1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the Property is _____, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. No interest is paid on your security deposit, as no interest is paid on the bank account in which the security deposits are held.

You are responsible for cleaning and painting the Property; cleaning the drapes/blinds, shampooing the carpet professionally and sufficient to return the carpet to the condition it was when you moved in, less normal wear and tear (must turn in a receipt upon move-out) and leave the unit market ready upon vacating. After you vacate the Property, all work required to make the unit ready will be done by the Owner/ Agent and you will be charged accordingly. You are responsible for any charges for repairing or painting beyond normal wear and tear. All charges for cleaning the premises will be deducted regardless of term of occupancy. You must check out with the Manager at the time you vacate the Property.

1.5 UTILITIES

We'll pay for the following utilities:

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities, including without limitation, internet services. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

In some cases, meters for water, gas or electricity are sub-metered. If the Property is sub-metered, you agree to pay the portion of such utility as reflected on your sub-meter.

1.6 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, re, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

1.7 KEYS AND LOCKS

You will be provided the following keys: Front door

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. Keys are charged at \$25 per key not returned at the end of the Lease.

If a fob, clicker or other device is issued to you, you are responsible for the cost of replacement of the same at the cost charged to the Owner/ Agent plus \$200.00 for the time and inconvenience to the Owner/Agent for seeking replacement of the same.

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

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2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. If there is a homeowner's association (HOA) you must comply with all rules, regulations, and policies of the HOA. Where a fee is levied against the Property owner for your violation of the HOA rules, you will be assessed such fee(s), and failure to pay such fees will be considered a breach of this Lease Contract.

2.2 NEIGHBORHOOD

You are advised to satisfy yourself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other

technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and your personal needs, requirements and preferences.

2.3 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.4 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current

license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and re lanes.

2.5 NO SMOKING

This is a non-smoking Property. You are responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) You acknowledge that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

The Premises or common areas may be subject to a local non-smoking ordinance.

NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) You are in material breach of this Agreement; (ii) You, guests, and all others may be required to leave the Premises.

2.6 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the Property at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

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

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3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make

any permanent alteration without our written consent.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn o equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than twenty-one (21) days after the Lease Contract termination and delivery of possession to us.

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

X Initial Here

4. General Clauses

4.1 PHOTOGRAPHS AND INTERNET ADVERTISING

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

4.2 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

4.3 DEFAULT BY RESIDENT

You'll be in default if you or any guest or any occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or re, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer,

and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.4 TEMPORARY RELOCATION

Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to 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.

4.5 ASSIGNMENT AND SUBLETTING

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or as this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, Home rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

4.6 POSSESSION

JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

4.7 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Mediation

Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

4.8 STATUTORY DISCLOSURES

A. LEAD-BASED PAINT: If the Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL:

1. Landlord has or may enter into a contract for periodic pest control treatment of the Premises

and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

2. If the Property is a house, Tenant is responsible for periodic pest control treatment.

C. METHAMPHETAMINE CONTAMINATION: If applicable, prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

G. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Lessee

Date Signed

X Lessor

Date Signed

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Legal Disclaimer: The maker of this lease form is not responsible to you as your attorney, agent, broker or other professional consultant. You must hire your own attorney, agent or broker to assist you with applying the laws of California to your particular situation. You agree that you will not rely on this form as a substitute for legal or professional real estate advice. While the maker of this form feels that it is adequate (as of the date created) for its purposes, that does not mean it is adequate for your circumstances. You agree to hold Crest Properties and San Diego Residential Rental Property Association (and their agents, assigns, affiliates, officers, directors and related parties) harmless from all claims of any kind related to your use of this form.