

RESIDENTIAL LEASE
THIS IS A LEGALLY BINDING AGREEMENT-READ IT BEFORE SIGNING
GEORGE HARB OR GARY WEISSENBERG

(hereinafter referred to as "lessor") agrees to rent/lease to:

(hereinafter referred to as "lessee"), and lessee, jointly and severally, agrees to lease from lessor the premises located at:

1. **TERM:** This lease shall take effect on _____, 20____, and continue: (check A or B)

A. ____ for a fixed term until _____, 20____. Lessee is responsible for payments of all rents due during the term of this lease. Thereafter it shall become a month to month tenancy, at which time either party may terminate this lease with a proper 30 days notice. Lessee may terminate lease with proper notice and a fee equal to one months rent. Such payment would release lessee only from any further rental obligation beyond date of termination.

B. ____ on a month to month basis until terminated by either party by serving a written notice of intention to terminate this agreement at least 30 days prior to the date of termination. Lessee is responsible for payments of all rents due during the term of this lease.

2. **POSSESSION:** Lessee takes possession of the premises as of the effective date specified in paragraph 1 of this lease, and shall be considered to continue in possession until all areas, including storage areas, are clear of lessee's belongs, and all keys and other property furnished for lessee's use are returned to lessor. Lessee is responsible for all rents due and payable under the terms of this lease and cannot avoid that responsibility by vacating the premises prior to proper 30 days written notice termination of lease.

3. **RENT:** The base rent shall be \$_____.00 per month, payable in advance, on the first day of each month. Tenant also agrees to pay \$_____.00 representing prorated rent from _____ to _____ on or before _____. Changes to the rent, if any, may occur upon proper 30 day notice to lessee from lessor. A 5% late fee (of the rental amount) or \$20.00 whichever is greater will be charged on rents received by lessor or post marked after the 5th day of the month. A \$20.00 service charge will be applied to all lessee's checks returned by the bank for any reason whatsoever. Late fees and service charges will be deducted from deposit if not paid during tenancy. Lessee(s) whether or not in actual possession of the premises, are jointly and severally liable for all rent incurred during the term of this lease.

4. **SECURITY DEPOSIT:** Lessee has deposited \$_____.00 as deposit to secure lessee's full compliance with all terms and conditions of this lease. Said security deposit shall be held interest free by lessor during the term of this lease. Twenty-one days after termination of this lease, the full amount of the security deposit will be mailed to residents last known address or accounted for pursuant to California Civil Code Section 1950.5. Said deposit may not be used before termination of this lease to pay rent or any other expenses incurred by lessee.

4a. **WAIVER OF RIGHTS:** Lessee also waives the right to receive documentation (bills, invoices, receipts, etc.) with the itemized disposition of security deposit statement under Civil Code Section 1950.5(2)(3). (____) (____) (____)
Lessee's Initials

5. **OCCUPANTS:** Only the above mentioned lessee(s) and following named persons if listed below may occupy the premises:

Guests staying more than 15 days without the written consent of lessor shall constitute a material breach of this lease.

6. **PETS:** No pets or animals of any kind may be kept on or visit the premises, except: _____
Any breach of this condition shall be considered to be a material breach of this lease.

7. **USE:** The premises are rented for residential use only. Lessee shall not violate any Governmental laws in the use of the premises, commit waste or nuisance, annoy, molest or interfere with any other tenant, neighbor, or person on the premises, or cause or allow any noise or activity on the premises or its common areas which might disturb the peace and quiet of other tenants.

8. **UTILITIES:** Lessee agrees to pay for all utilities used by the premises except _____

9. **LESSEE'S HOUSEHOLD BELONGINGS:** None of the following items shall be kept or stored on or about the premises, water-filled furniture; satellite dishes, any receptacle containing more than ten gallons of any liquid; highly combustible material, items of unusual weight or dimension, or any item which may represent a danger to lives or property, or which may adversely affect lessor's insurance rates. Should lessor consent in writing to except any item otherwise restricted in this paragraph, that consent can later be withdrawn upon 30-day written notice. In the event such consent is given, lessor may require payment of additional rents and security deposit and/or proof of specific insurance in an amount satisfactory to lessor. Lessee is required to obtain and maintain RENTER'S INSURANCE with Personal and Pet Injury Liability Coverages and minimum liability of at least \$100,000.00 per occurrence and a maximum deductible of \$250.00. Lessor will not be liable or responsible for any loss or damage to any article belonging to lessee. Tenant hereby waives their rights of recovery against lessor for any loss insured by, extended coverage and other property insurance policies existing for the benefit of the lessor.

10. **PARKING:** If any parking spaces are designated for lessee's use on lessor's property, they are to be used exclusively for parking of lessee's passenger vehicle. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles must be driven off property a minimum of 1/10 mile every 72 hours or will be towed away at owner's expense. Said parking space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by lessee. Lessee is responsible for oil leaks and other vehicle discharges and for cleaning thereof deemed necessary by lessor. Guests may not park in spaces designated for tenants.

Lessor's Initials (____) Lessee's Initials (____) (____) (____)

11. **ASSIGNMENT AND SUBLETTING:** No portion of the premises may be sublet, and this lease may not be assigned without lessor's prior written consent.

12. **RIGHT OF ENTRY AND REPAIR:** Lessor may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. In other cases, which are not emergencies, the lessor may enter during normal business hours in order to show the premises to prospective tenants, purchasers and/or do any repairs required. Lessor is not responsible for any inconvenience brought on to lessee, during the course of maintaining habitable housing for lessee.

13. **NOTICES/RENT PAYMENTS:** All notices to lessee shall be served at the premises specified in this lease, and all notices and rent payments to lessor shall be served or mailed to 6886 Newberry St., San Diego, CA 92120.

14. **ALTERATIONS AND IMPROVEMENTS:** Lessee agrees not to make any alterations or improvements to the premises without prior written consent of lessor. Lessee also agrees to pay for any damages or cost necessary to restore premises to its original condition prior to installation of residential related utility services.

15. **INVENTORY:** The following items are the property of the lessor , (circle items applicable) DRAPES, WINDOW TREATMENTS, CARPET, REFRIGERATOR, STOVE, WASHER, DRYER, AIR CONDITION, and:

16. **CONDITION OF PREMISES:** All plumbing, heating and electrical units are operative. Lessee agrees to keep the premises and all items mentioned in this paragraph in good order and condition, and immediately report (in writing) or pay for any damage caused by lessee, his guests and/or invitees. Lessee shall not drive nails or tacks into wallboard, except that of a small nail, not to exceed one per wall. Lessee acknowledges that he has inspected the premises and has found them to be in clean and satisfactory condition, with the exception of those items noted below.

CONDITION OF PREMISES CHECK LIST

LIVING ROOM _____

BEDROOM #1 _____

BEDROOM #2 _____

BEDROOM #3 _____

DINING ROOM _____

KITCHEN _____

BATH #1 _____

BATH #2 _____

HALL _____

EXTERIOR _____

17. **KEYS:** Lessee is also in receipt of (____) House, (____) Laundry, (____) Security, (____) Mail keys to the premises and will be charged for changing locks if lessee loses keys or fails to return keys upon surrendering of premises. There will be a service charge of 20.00 to unlock the premises if lessee is unable to do so themselves.

18. **DETECTORS:** Tenants agree to promptly notify Landlord in writing should any smoke or carbon monoxide detector appear to be malfunctioning or inoperable.

19. **LEAD BASED PAINT:** Lessee has received a copy of "Protect Your Family From Lead In Your Home" (____) (____) (____)
Lessee's Initials

20. **ADDITIONAL PROVISIONS:** Lessor and lessee further agree as specified below:
Liquid drain cleaner is NOT allowed. For property located at 6966 Amherst St. ceiling holes are NOT allowed.

NOTICE: The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a public database of the locations of persons required to register pursuant to paragraph (1) of subdivision of (a) of section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a '900" telephone service. Callers must have specific information about individuals they are checking. information about neighborhoods is not available through the 900 telephone service.

DATED: _____

LESSEE

GEORGE HARB or GARY WEISSENBERG
Ph # 619-286-6666

LESSEE
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