

PACIFIC BEACH INVESTMENTS CORPORATION ("PBIC")
LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is executed on this ____ day of _____ between _____ ("Landlord"), and _____ (collectively "Tenant"), who agree as follows:

1. DESCRIPTION OF PREMISES: Landlord does hereby lease to Tenant on the provisions hereinafter set forth, the premises known as: _____ (the "Premises"), together with any attachments and addendums attached hereto.

2. TERM: The term of this Lease will be for ____ months, beginning _____ ("Commencement Date), and terminating on _____ ("Termination Date) at 12:00 noon. If Tenant intends to vacate at expiration of the term, Tenant must give Landlord at least thirty (30) days written notice of Tenant's intention to vacate the Premises at the end of the lease term.

This agreement does not automatically continue on a month-to-month basis after the Termination Date (unless Tenant and Landlord agree in writing to extend the term.)

3. PAYMENT: Tenant will pay rent in advance on the first (1st) of the month, payable to "PBIC."

By Mail: PBIC, 2256 Avenida de la Playa, La Jolla CA 92037

In Person: PBIC, 2256 Avenida de la Playa, La Jolla CA 92037, Telephone (858) 952-0361

The normal hours available to make payments in person are from 9:00 a.m. to 5:00 p.m. on all non-holiday Mondays through Fridays.

By ACH/Online: Go to our website, "RentPB.com" and follow instructions to "Pay Rent Online." Tenant agrees to pay any applicable bank charges to use this service.

Rent shall be paid as follows:

- A. For the period from Tenant's move-in date of _____, through the end of the first month, Tenant will pay to Landlord a prorated monthly rent of \$ _____. This amount shall be paid when the Lease is signed and must be made by cashier's check or money order only.
- B. \$ _____ per month is due and payable in advance on the first day of each succeeding calendar month. If there is no prorated rent amount, as specified above, then the first full month's rent shall be paid by cashier's check or money order at the time the Lease is signed.
- C. Tenant agrees to pay \$100.00 for use of garage # _n/a_ for the purpose of parking Tenant's vehicle. (See paragraph "J" below for provisions regarding garages.)

TOTAL MONTHLY RENT: \$ _____

Payment of rent after the first full monthly rent month or prorated month may be made by cashier's check, money order, a single check, or through ACH (online) bank transfer through the PBIC website for the full rental amount only. Please note that only one (1) check for the full amount of rent will be accepted.

The period from the first to the fifth of the month is not a Grace Period, and the Landlord is entitled to make written demand for any rent unpaid on the second day of the rental period. After the fifth day of the month and/or after the service of a notice to cure covenant or quit requiring payment, no personal checks will be accepted. Only a Cashier's Check, Money Order or ACH (online) bank transfer for the full amount due will be accepted.

Please include your Unit Number, Address and Phone Number on every check.

Landlord does not accept postdated checks.

If a third party tenders a payment on Tenant's behalf, Landlord reserves the right to require an acknowledgement from the third party as specified in Civil Code §1947.3(a)(3).

4. CALCULATION OF PRO-RATED RENT OR PER DIEM: If the term of this Lease does not begin on the

first day of a calendar month, or end on the last day of a calendar month, the rent for the first month and/or last month shall be prorated by dividing the full month's rent by 30 days and then multiplying the daily rate by the actual number of days of the partial month for which rent is due.

5. LATE AND NSF CHARGES: If rent is not received by 5:00 p.m. on the fifth (5th) day of any calendar month, Tenant will be required to pay Landlord a late charge of \$65 in addition to the rent due. Tenant agrees it would be impractical or extremely difficult to fix the actual damage to Landlord and that the late charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. Tenant agrees to pay Landlord a \$25.00 charge for the first check offered in payment that is returned to Landlord marked "unpaid" for any reason, and \$35.00 for any subsequent dishonored check. After any such check has been returned unpaid, Tenant will be required to make all future payments by cashier's check, money order or ACH/bank transfer. The late charge will also be incurred. Bad checks may be reported to Telecheck.

6. SECURITY DEPOSIT: Tenant agrees to pay a security deposit in the amount of \$ _____, which must be paid by cashier's check or money order, to be held by Landlord for the faithful performance by Tenant of this Lease. The deposit, with an itemized disposition, will be mailed to Tenant's last known address within twenty-one (21) days after Tenant vacates the Premises, less amounts necessary to compensate Landlord for: (1) Tenant's default in any payment or breach of any other obligation under the Lease (including but not limited to) the cost of recovering possession of the Premises, rental commissions, advertising expenses, and other costs incurred because of your breach of the Lease and the rent and other amounts due through the end of the Lease term (including rent due up through the date Tenant vacates the Premises, rent due through the date of judgment, and rent due after the date of judgment through the end of the original Lease term) and any other amounts necessary to compensate Landlord for Tenant's breach of the Lease, minus amounts Landlord reasonably could have avoided; (2) the cost to clean the Premises at the termination of the tenancy, if not returned to Landlord at the same level of cleanliness as received; (3) to repair damage to the Premises (exclusive of ordinary wear and tear) caused by Tenant, his/her guests, other household members, or by pets; to clean the Premises; the cost of replacing unreturned keys and garage door openers; the removal of unauthorized locks or fixtures installed by Tenant; removing abandoned property or vehicles; and (4) to remedy future defaults by Tenant in any obligation under the Lease including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; and any other items that Tenant is responsible to pay under this Lease. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. The twenty-one (21) day period for return of the security deposit shall not begin to run until all tenants have vacated the Premises. Any security deposit returned by check will be made payable to all Tenants named on this Lease, or as subsequently modified, unless notarized written instructions signed by all Tenants to issue the check in a single name are received by Landlord. Tenant may not pay last month's rent from the security deposit. Tenant has the right to request an initial inspection of the Premises to occur no earlier than two weeks before termination of the tenancy. If requested, Landlord will inspect the Premises and provide Tenant with a list of repairs to be made at the Tenant's expense. The purpose of this inspection is to allow the Tenant the opportunity to identify and correct any deficiencies in the Premises in order to avoid security deposit deductions. Tenant has the right to be present during that inspection.

7. RENT CONTROL AND JUST CAUSE: If Civil Code §1946.2 or 1947.12 apply to this tenancy: California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

Landlord may terminate Tenant's tenancy after expiration of any term if Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandchildren unilaterally decides to occupy the Premises.

☐ (If checked) This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation

8. LIMITATIONS ON USE:

A. OCCUPANTS: The Premises will be used solely by Tenant for the sole use as a personal residence only and not for any business or commercial use (except as allowed by law). Tenant may maintain a personal home office if the home office use does not involve: (1) people coming to the Premises for business purposes, or (2) selling goods or services from the Premises. Tenant may not conduct any auction, garage sale, yard sale or similar activities in the Premises or in the common areas. The Premises will be occupied only by the following named persons, and no others. The persons to occupy the Premises are:

Occupancy of the Premises by additional persons is not permitted without the prior written consent of Landlord. Tenant must obtain prior written authorization for guests staying more than 7 days total within a 12 month period. Any guests staying beyond that period without the prior authorization of Landlord will be deemed unauthorized occupants and will be considered a breach of this Lease.

B. UTILITIES:

Utility/Service	Utility's Customer of Record	Charged to Resident?	Calculation Method for Charges to Resident	Common Areas
Gas/Electric	☐ Landlord ☒ Resident	☒ Yes ☐ No	☒ Direct billing from utility ☐ Submetering ☐ None –Landlord expense	Are separately metered and are not charged to Resident
Water/Sewer	☒ Landlord ☐ Resident	☒ Yes ☐ No	☐ Direct billing from utility ☒ Authorized occupant method	☐ Are separately metered and are not charged to Resident ☒ Are not separately metered ☐ Charges to be divided among residents includes common area water charges ☒ A deduction of 20% for estimated common area charges is made before calculating Resident's bill
Trash/Recycling	☒ Landlord ☐ Resident	☒ Yes ☐ No	☐ Direct billing from utility ☒ Authorized occupant method	Are not separately metered and are not charged to Resident.
Cable	☐ Landlord ☒ Resident	☒ Yes ☐ No	☒ Direct billing from utility	N/A

1. Resident Utility Obligations. Resident agrees to pay for all utilities that are consumed within the Premises as being Resident's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the Premises. If Resident breaches the Agreement by vacating the Premises before the end of the term, Resident will also be responsible for utilities until the earlier of (1) the end of the term, or (2) until the Premises is re-rented.
2. Direct Billing from Utility. For the utilities indicated above as being billed directly to Resident, as of the move-in date Resident will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at Landlord's discretion, considered a material breach of this agreement and will permit Landlord to terminate the rental agreement. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay the Landlord for the charges incurred within 10 days of invoice.

3. Resident Not the Direct Customer of Record. The following provisions apply to utilities which are Resident's responsibility, but of which Landlord is the utility's customer of record.

☒ Resident's share is calculated using an Authorized Occupant formula that compares the number of authorized occupants residing in the Premises as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in the Premises are identified in the Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants. Landlord and Resident mutually agree that Resident will pay % of the amount charged by the water company as a fair and reasonable charge for Resident's share of the water bill to be billed every 2 months (each billing cycle.) Landlord and Resident mutually agree that Resident will pay \$ PER MONTH (each billing cycle) as a fair and reasonable charge for Resident's share of the trash bill.

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. However, if during the tenancy Landlord believes that Resident's utility consumption is disproportionate to the charge to Resident as specified above, Landlord reserves the right to modify the method used to charge Resident, in Landlord's reasonable discretion.

- A. Water and Sewer Charges: If formula methods are used to calculate Resident's share for water or sewer, all water and sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water and sewer related charges contained on tax bills, (including, but not limited to, stormwater, drainage, clean water fees, flood control, availability, standby, fire line and infrastructure charges), bills from other entities, and all charges contained on the local provider's bills to Landlord.
- B. ☒ (If checked) Landlord Billing. Landlord bills utilities to Resident. All amounts due Landlord are payable to PBIC 2256 Avenida de la Playa, La Jolla, CA 92037 (858) 952-0361. Payment must be made by: ☒ Money Order ☒ Cashiers Check ☐ Cash ☒ EFT-via Resident Portal ☒ Personal Check-Resident will pay Landlord \$25 for the first check not honored for payment and \$35 for any subsequent check not honored for payment. No personal checks will be accepted from Resident after Landlord has received one NSF check from Resident. The normal hours available to make payments in person are from 9am to 5pm, on all non-holidays. A twenty-four hour, seven days a week rent payment drop box is available at the address above.
- C. Utility Billing Statements. Resident will receive billing statements every TWO MONTHS for water and EVERY MONTH for trash. Residents will generally receive bills approximately 30 days after the last day in the billing cycle (i.e. utilities consumed in January/February will be billing on approximately April 1). Billing statements are payable within 15 days of the statement date. The due date for rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the rental agreement and grounds for termination of the tenancy. Utility billings will be prorated as necessary.
- D. Payment from Security Deposit. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the Premises, may be deducted from Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption until actual numbers become available.
- E. Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.
4. Landlord Liability. Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the Premises not reasonably within Landlord's control.
5. Reporting Leaks and Conservation. If Landlord is the water provider's customer of record, Resident must promptly report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with

water-saving devices to Landlord. Resident agrees to comply with any utility conservation efforts implemented by Landlord, the water provider, or governmental agencies. If Landlord is penalized due to Resident's failure to comply with water use regulations or restrictions, Resident will be financially responsible for the penalty.

6. **Tampering.** Resident agrees not to disturb, tamper, adjust, or disconnect any utility service or submetering device or system.
7. **Estimation.** Landlord may estimate Resident's consumption if Resident's submeter is broken, inaccessible, not fully operational, or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.
8. **No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Agreement will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Resident's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the Agreement. No waiver will exist unless made in writing and signed by both Resident and Landlord.
9. **Severability.** If any provision of this Utility Addendum or the Agreement is determined to be invalid or unenforceable by any court, the remaining provisions will remain fully valid, enforceable, and binding on the parties. The charges for Utilities are not rent.
10. **Modification.** Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this Agreement.
11. **Discontinued Utilities.** If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Premises is hazardous and will be a breach of the Lease.
12. **Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to PBIC, 2256 Avenida de la Playa La Jolla, CA (858) 952-0361 9am to 5pm Monday through Friday.
13. **Resident's Meter Includes Utilities Consumed in Common Areas.** Resident's ☐ gas ☐ electric ☐ water meter or submeter measures utilities consumed in both the Premises and in the following common area: ☐ Outdoor lighting near Resident's front door ☐ . Resident will be responsible for these utilities.

C. PETS: Tenant will not keep pets or animals of any kind on the Premises unless written consent of Landlord is obtained in advance. This restriction applies to pets belonging to Tenant's visitors. Violation of this provision is a breach of this Lease, subject to termination, and Tenant will be responsible for all associated damages caused by authorized or unauthorized pets, including, but not limited to, repair of damage to the Premises, flea spraying, carpet cleaning and landscape repair.

If Tenant keeps an animal in the Premises (other than fish, reptiles, or other species that are not subject to flea infestation) at any time during Tenant's tenancy, upon move out, Resident must have the Premises (interior and exterior) professionally sprayed for fleas with a licensed pest control company that provides a 30-day guarantee against re-infestation. If Tenant does not provide receipt for service at the time of move out, Landlord will have the service performed on behalf of Tenant and Tenant will be responsible for the cost. It is strongly suggested that Tenant arrange for regular pest control if Tenant has a pet.

D. WASTE, QUIET CONDUCT, ILLEGAL USE: Tenant will not commit or suffer to be committed any waste upon the Premises or any nuisance, or other act or thing which may disturb the quiet enjoyment of neighbors near which the Premises is located.

E. CRIME FREE COMMUNITY: Tenant, household members and guests:

- May not engage in criminal activity on or near the Premises or the Property;
- May not permit the Premises or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;

- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of Landlord, other tenants or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Lease and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

F. PLUMBING: Plumbing drains that become blocked by the negligent actions or improper use by Tenant or his guests will be unclogged at the expense of Tenant. Examples of "tenant-caused clogs" in toilets are (but are not limited to): tampons, paper towels, facial tissue (Kleenex), baby wipes, cotton swabs (Q-Tips), dental floss and bottle caps. Examples of "tenant-caused clogs" in kitchen sinks and/or garbage disposals are: broken glass, broken plastic, grease, chicken bones, potatoes and potato peelings, and raw vegetables. Examples of "tenant-caused clogs" in bath drains are: hair and hair products. It is recommended that Tenants install inexpensive hair catchers (especially Tenants with long hair) over tub and sink drains to prevent drain blockage and/or slowing. Tenants are responsible for any damage to the plumbing resulting from Tenant's negligence. If Tenant discovers a plumbing problem or potential plumbing problem on the Premises, Tenant must immediately call Landlord or the "PBIC After Hours Emergency number at (800) 411-4321 to report the problem. Landlord's plumber, and only Landlord's plumber, shall perform all plumbing repairs.

G. ALTERATIONS: Tenant will not make any alterations to the Premises without the prior written consent of Landlord. Tenant may not paint or repaint the Premises. Tenant also agrees that all alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, will remain upon the Premises at the expiration or sooner termination of this Lease and are the property of Landlord, unless Landlord will prior to the termination of this Lease, have given written notice to Tenant to remove the same, in which event Tenant will remove such alterations, improvements, and additions, and restore the Premises to the same good order and condition in which they now are. Should Tenant fail to do so, Landlord may remove said alterations and tenant will be responsible to reimburse Landlord for the cost of said repairs and removal within 10 days of demand. This cost may also be deducted from the security deposit. Landlord will not be liable for work done by contractors for Tenant, and no liens will affect Landlord's interest in the Premises.

H. REPAIRS: Tenant shall keep and maintain the Premises, and every part thereof, in good and sanitary condition. Tenant MUST email all repair and maintenance requests to PBIC via the PBIC website at www.RentPB.com. Landlord will use their own vendors to make any repairs. Tenants shall not make any repairs to the Premises or use any vendors other than those authorized by Landlord. Tenant agrees to pay for any repairs due to Tenant's negligence, including replacement of broken windows and screens. Tenant will immediately notify Landlord should any plumbing, electrical, mechanical, or other equipment or part of the Premises become damaged, faulty, or in disrepair.

I. PARKING SPACES: Any parking granted on the Property is a privilege and immediately revoked if rent is not paid in full. Cars must be licensed, insured, and in running condition. If Tenant's vehicle or the vehicle of Tenant's guests leaks oil onto Landlord's property, permission to park is revocable. Oil stains are considered damage and Tenant shall be required to pay for their removal. Any assigned space is subject to change by Landlord. No items other than Tenant's vehicle in running condition may be kept in Tenant's parking space.

J. PARKING GARAGES: The garage, if there is one, may be used only for vehicle parking and

ancillary, secondary minimal storage. The purpose of the garage is vehicle parking, and to reduce the number of automobiles parked around the building. Use of garage solely for personal storage defeats this purpose, creates a fire hazard, and attracts rodents. Minimal storage is permitted only if the garage is used primarily for the parking of Tenant's vehicle. To the greatest extent allowed by law, Tenant releases Landlord from liability for damage to personal property stored in the garage. Using a garage as a storage facility rather than as a parking facility shall result in the immediate revocation of Tenant's garage privileges. Landlord reserves the right to reassign Tenant to a different garage space if the need arises.

K. WATERBEDS: Waterbeds are permitted only with Landlord's permission, which will be provided in accordance with California law. Permission to have a waterbed requires a \$100,000.00 insurance policy protecting Landlord and an increase in the security deposit equal to one-half month's rent. The waterbed must also be installed, maintained and dismantled in accordance with industry standards.

L. SATELLITE DISHES: Landlord will permit Tenant to install a satellite dish for personal, private use on the Premises under the following conditions:

1. The satellite dish must be one meter or less in diameter;
2. The satellite dish may only be installed in the Premises in areas within Tenant's exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways;
3. Tenant may not make physical modifications to the Premises and may not cause physical or structural damage to the Premises. No holes may be drilled through exterior walls or the roof.
4. Tenant must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal of the satellite dish. Tenant will indemnify, defend and hold Landlord harmless for any damage or injury resulting from breach of Tenant's obligations, including paying Landlord's attorney's fees and costs;
5. Tenant is advised that allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the Premises will provide a suitable location for receiving a satellite signal;
6. Tenant will move the satellite dish, at Tenant's expense, if necessary, for Landlord maintenance or repairs.

M. WATER HEATER CLOSET: Due to the danger of fire or explosion, the hot water heater closet, if there is one, may not be used for storage. Nothing other than the hot water heater may be kept in this closet. If any unusual noises emanate from the hot water heater, Tenant must contact Landlord or the PBIC After Hours Emergency number immediately.

N. CRAWL SPACE OR ATTIC: The use of the Premises specifically excludes the use by Tenant of any crawl space or attic. Tenant may not, for any reason, enter or open any entry door to any crawl space or attic, and may not store any items therein. Any entry, attempted entry, or storage of any items in any crawl space or attic shall be deemed a violation of the Lease and will result in the termination of the tenancy. Tenant shall be fully liable for any damage caused by Tenant while attempting entry or accessing any crawl space or attic. Tenant shall be responsible for the cost of removing and disposing of any of Tenant's personal items discovered by Landlord in any crawl space or attic.

9. ACCEPTANCE AND SURRENDER OF PREMISES: Tenant accepts the Premises and appliances listed herein as is, and as being in good and sanitary condition and repair and agrees, at the termination of this Lease, to peaceably surrender same to Landlord in a clean and satisfactory condition. Tenant has three (3) business days after the tenancy begins to notate any exceptions and bring them to Landlord's attention. This list must be postmarked by the third (3rd) business day after the move-in date.

10. RULES AND REGULATIONS: Tenant agrees that Tenant and those occupying the Premises with Tenant will abide by all reasonable rules and regulations for the protection, good order, safety or cleanliness of the Premises, or for the general welfare of all the Tenants hereof that are at any time posted on the Premises or delivered to Tenant. The Tenant Rules and Regulations regarding the Premises, attached hereto, and such alterations, additions, and modifications thereof as may from time to time be made by Landlord will be considered a part of this Lease with the same effect as though written herein, and Tenant covenants and agrees that said Rules and Regulations and all alterations, additions, and modifications thereof will be faithfully observed by Tenant, and all persons invited by Tenant into the Premises. Rules and Regulations may be modified by Landlord, at any time, with 30 days notice to Tenant.

11. ENTRY BY LANDLORD: Landlord will have the right to enter the Premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors/carbon monoxide detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, for purposes relating to water conservation and submetered water, when Tenant has abandoned or surrendered the Premises and pursuant to court order. Law also allows entry in additional situations, including (but not limited to) inspecting waterbeds and other water-filled furniture (Civil Code §1940.5(f)); inspecting the Tenant's personal agricultural areas (Civil Code §1940.10(f)); inspecting balconies, decks, and other exterior wood-based elevated elements, to inspect for and treat bed bugs (Civil Code §1954.604); and repairing, testing, and maintaining smoke detectors (Health & Safety Code §13113.7(d)(2)(A)) and carbon monoxide detectors (Health & Safety Code §17926.1(b)). Landlord will serve Tenant with twenty-four (24) hour written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the Premises, or
- Tenant and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Tenant is present and consents to entry at the time of entry; or
- To exhibit the Premises to prospective or actual purchasers of the Premises or Property, provided that Landlord has notified Tenant in writing within 120 days of the oral notice that the Premises or Property is for sale and that Tenant may be contacted to allow for an inspection.

12. ASSIGNMENT OR SUBLETTING: Tenant will not assign this Lease or any interest therein, nor sublet the Premises or any part thereof, for any term, without the prior written consent of Landlord, and any attempted assignment, without written consent of Landlord, will be null and void, and shall be considered a breach of this Lease, subjecting the Tenant to eviction. In accordance herewith, Tenant agrees that any leasing of all or part of the Premises directly or through online websites such as "Airbnb" "Flipkey" "VRBO" or other similar companies or leasing agencies shall constitute a breach of this Lease entitling Landlord to seek eviction of Tenant.

13. EARLY TERMINATION: If Tenant defaults, Landlord may elect to terminate Tenant's rights under this Lease, and recover from Tenant all damages Landlord incurs as a result of the default, including the cost of recovering possession of the Premises, rental commissions, advertising expenses and other costs incurred because of Tenant's breach of the Lease and the rent and other amounts due through the end of the Lease term (including rent due up through the date Tenant vacates the Premises, rent due through the date of judgment, and rent due after the date of judgment through the end of the original Lease term) and any other amount necessary to compensate Landlord for Tenant's breach of the Lease, minus amounts Landlord reasonably could have avoided. As required by law, you are hereby notified that negative credit information may be given to credit reporting agencies if you fail to fulfill the terms of your rental obligation. Tenant understands that in the event the tenancy must be terminated before the end of the Lease period, Tenant must give Landlord a minimum of thirty (30) days written notice of Tenant's intent to terminate the Lease.

14. WAIVER OF CUSTOM/TIME IS OF THE ESSENCE: Any waiver by Landlord of any provision of this Lease will not be deemed a waiver of such provision or any subsequent breach of any provision, and the acceptance of rent will not be deemed a waiver of any proceeding breach by Tenant of any provision of this Lease. Time is of the essence of this Lease.

15. NOTICE: Pacific Beach Investments Corporation (PBIC) is authorized to manage the Premises and to accept service of all notices, demands and service of process on behalf of Landlord. The address for PBIC is 2256 Avenida de la Playa La Jolla, CA 92037, Telephone: 858 952-0361. Notice upon Tenant will be served as provided by law.

16. LEAD WARNING INFORMATION

☒ If indicated, the Property was built before 1978 when lead based paint was still in use.

☒ Landlord is not aware of any lead based paint and/or lead based paint hazards at the Property.

☐ Landlord is aware of the following lead based paint and/or lead based paint hazards at the Property

☐ Landlord is not aware of any reports or records pertaining to lead based paint and/lead based paint hazards at the Property.

☐ Available reports regarding lead based paint and/or lead based paint hazards at the Property are as follows: Copies can be reviewed at _____

If indicated above, the Premises was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Knowledge we have of lead-based paint and/or lead-based paint hazards in the Premises or Property is specified above. Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified above. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

17. ASBESTOS

☒ Landlord is not aware of any asbestos hazards at the Property, but because of the age of the Property, Tenant should review the information contained below.

☐ Landlord is aware of the following asbestos hazards at the Property _____

☐ Landlord is not aware of any reports or records pertaining to asbestos hazards at the Property.

☐ Available reports regarding asbestos hazards at the property are as follows: Copies can be reviewed at _____

Asbestos is known to cause cancer. If indicated above that the Property or Premises may contain asbestos, be aware that disturbing or damaging certain interior Premises or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (iv) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if the above situations occur. Knowledge we have of asbestos in the Premises or Property is specified above. Available records pertaining to asbestos in the Residence of Property are identified and are available for your review.

18. NON-LIABILITY OF LANDLORD FOR DAMAGE: To the greatest extent allowed by law, Tenant will indemnify and hold Landlord and the property of Landlord, including the Premises and the Property, free and harmless from any and all liability, claims, loss, damages, or expenses, including attorney's fees and costs, arising from the fault or the alleged fault of Tenant. Tenant agrees that this indemnification and hold harmless clause will apply to, without limitation, (a) the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or (b) damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, where such death, injury or damage is allegedly caused by some act or omission of Tenant whether negligent or intentional, on the Premises or due to an act by a person on or about the Premises as a guest, licensee, or invitee of Tenant.

To the maximum extent allowed by law, Tenant agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the maximum extent allowed by law, use of the common area amenities is at the sole risk of Tenant, Tenant's household members, guests and agents.

19. ATTORNEYS FEES AND CHARGES: Should any litigation be commenced between the parties hereto concerning the Premises, this Lease, or the right and duties of either in relation thereto, the prevailing party in such litigation will be entitled, in addition to such other relief as may be granted, to a reasonable sum for his attorney's fees in such litigation, such amount to be included as part of the judgment, subject to the following mutual agreement to arbitrate claims.

This Agreement seeks to provide a speedy, impartial, and cost-effective way to resolve disputes that may arise between Landlord and Tenant. The Lease and this arbitration agreement and class action waiver

shall be governed by, and all questions and disputes regarding arbitrability shall be determined in accordance with, the Federal Arbitration Act, 9 U.S.C. Sections 1-16, notwithstanding any other choice of law provision.

I. Claims Subject to Arbitration

Unless otherwise noted in this Agreement and/or prohibited by law, the Parties expressly agree that any controversy of claim arising out of or related to Tenant's tenancy with Landlord, termination of Tenant's tenancy, or any action brought for or related to Tenant's tenancy, shall be settled by Arbitration with venue in San Diego, California in accordance with the rules of the American Arbitration Association ("AAA"), which may be found at www.adr.org.

II. Arbitration Process

- a. **Initiating Arbitration:** The party seeking arbitration shall file a claim with the AAA, in accordance with AAA rules and issue a written notice requesting such arbitration and serve it the other party. If the notice is to the Tenant, it must be sent to the Tenant's address on file with the Landlord. If the notice is to the Landlord, it must be sent to:

2256 Avenida de la Playa
La Jolla, CA 92037

- b. **Arbitrator Selection:** The arbitration shall be heard by a single neutral arbitrator. The parties shall attempt in good faith to agree on an arbitrator. In the event that no agreement can be made between the parties on arbitrator selection, the arbitrator shall be appointed in accordance with AAA rules.
- c. **Costs:** Landlord shall pay the costs of arbitration, including the fees for the arbitrator, case management fees, and hearing room. Each party agrees to bear their own costs for their respective attorneys.
- d. **Discovery and Arbitrator's Decision:**
The parties shall be permitted to engage in relevant discovery as is allowed under the California Code of Civil Procedure in arbitration matters.

The arbitrator may award any form of remedy or relief that would be available in a court of law. Any arbitration award rendered must be in writing, setting forth the reasons for the decision and may be entered as a judgment in any court of competent jurisdiction. Arbitration decisions/awards issued pursuant to this Agreement are final and binding.

III. Only Individual Claims May Be Brought

All claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class or collective basis. The parties expressly waive any right with respect to any covered claim to submit, initiate, or participate in a representative capacity, or as a plaintiff, claimant, or member in a class action, collective action, or other representative or joint action, regardless of whether the action is filed in arbitration or court.

- a. **CLASS AND COLLECTIVE ACTION WAIVER NOTICE:** In accordance with Section III of this Agreement, by signing this Agreement, Tenant and Landlord agree that each may bring and pursue claims against one another only in an individual capacity, and may not bring, pursue, or act as a plaintiff or class member, in any purported class or collective proceeding.

Landlord's initials: _____

Tenant's initials: _____

- b. **REPRESENTATIVE ACTION CLAIM WAIVER NOTICE:** In accordance with Section III of this Agreement, by signing this Agreement, Tenant and Landlord agree that neither party may bring, or act as a plaintiff or representative in any purported representative proceeding or action, or otherwise participate in any such representative proceeding or action other than on an individual basis, except to the extent that this provision is unenforceable as a matter of law.

Landlord's initials: _____

Tenant's initials: _____

IV. Claims Not Subject to This Arbitration Agreement

a. Small Claims

Claims within the monetary limits of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right of recovery to the jurisdiction of the small claims court.

Any claim filed in small claims court shall be deemed to be a waiver of the right to arbitrate that issue, however if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph.

b. Unlawful Detainer Actions

Unlawful detainer actions solely to regain possession of the premises are not subject to this arbitration agreement.

V. Severance

If any part of this Agreement is found to be void or unenforceable, that part will be severed and the rest of the Agreement will remain in full force.

VI. Survival of Agreement

This Agreement shall survive the Tenant-Landlord relationship between the parties and shall apply to any covered claim whether it is asserted during tenancy or after termination of tenancy.

VII. Modification

This Agreement may be modified or revoked only in a writing signed by both Employee and Employer.

VII. Voluntary Agreement

Tenant acknowledges and understands that entering into this agreement to arbitrate is not a condition of tenancy, a Tenant shall not be subject to retaliation if they do not enter into this Agreement. Landlord and tenant further acknowledge that if either party refuses to submit to arbitration after signing this Agreement, such party may be compelled to arbitrate under the authority of applicable law.

Tenant's initials: _____

Landlord's initials: _____

By signing in the space below, you are agreeing to have any dispute arising out of this Agreement decided by neutral arbitration as provided by law and you are giving up any rights you may possess to have the dispute litigated in a court or jury trial. On the basis that this Agreement is entered into freely and voluntarily.

Tenant's initials: _____

Landlord's initials: _____

20. CREDIT REPORTING: To the extent authorized by law, Landlord may report Tenant's performance under this Lease to credit reporting agencies, including failure to make timely rent or water payments. As required by law, you are hereby notified that negative credit information may be given to credit reporting agencies if you fail to fulfill the terms of your rental obligation.

21. TENANT ESTOPPEL CERTIFICATE: Tenant will 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 agreement will be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

22. TEMPORARY RELOCATION: 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 pests or organisms, or to make other necessary repairs to the Premises as a result of, but not limited to, water damage and/or flooding. Tenant agrees to comply with all instructions and requirements necessary to prepare the Premises to accommodate pest control, fumigation or other work, including

bagging or storage of food and medicine, and removal of perishables and valuables. Tenant understands that contents may need to be removed to accommodate repair work caused by water damage to the Premises.

INITIAL

23. JOINT AND SEVERAL LIABILITY AND ACTIONS: Each person executing this Lease as "Tenant" is jointly and severally liable hereunder, and is required to perform in full obligations imposed on Tenant in this Lease. Any breach or abandonment by any one or more of the Tenants will not terminate the Lease, nor will it relieve the remaining Tenant(s) from fulfilling the terms of this Lease. Should one or more Tenants terminate their residency apart and separately from other Tenants, no right to have another person substituted in their stead will exist, without prior written approval from Landlord. This Lease may be executed in counterparts and by facsimile or email, each of which shall constitute an original.

24. MEGAN'S LAW 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.

You are required to initial the clause below regarding your obligation to obtain renter's insurance.

25. REQUIREMENT TO OBTAIN RENTERS' INSURANCE: Many renters are under the misconception that the contents of the Premises are covered by Landlord's insurance policy. This is not the case. Landlord is not responsible for any damage to Tenant's personal property. Renter's insurance also provides coverage if Tenant's negligence causes property damage or injury to other people.

The Lease requires that Tenant maintain, during the term of the Lease, a standard type of Renter's Insurance Policy issued by a licensed insurance company with a minimum rating by A.M. Best Co. of A+ or better. Tenant will obtain such a policy prior to occupancy and will name Landlord as an Additional Insured. A Certificate of Insurance shall be provided to Pacific Beach Investment Corp. prior to occupancy.

The Additional Insured endorsement shall read as follows: "Pacific Beach Investments Corp. as agent for owner, 2256 Avenida de la Playa La Jolla, CA 92037."

Tenant agrees to maintain the policy throughout the duration of the tenancy.

In the event of theft, fire, flood, plumbing leaks and other events covered by such insurance, Tenant's personal property will be protected only if Tenant obtains Renter's insurance; Tenant's loss will not be covered by the Landlord's insurance policy. You may obtain this Renter's Insurance through the insurance company of your choice as long as they meet the A.M. Best Rating requirement described above.

INITIAL

26. NO SMOKING ALLOWED IN PREMISES:

A. Purpose of No-Smoking Policy. Landlord seeks to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs caused by smoking, and (iii) the increased risk of fire and the increased insurance costs associated with smoking of any kind or of any substance in the Premises. "Smoking" means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product (whether tobacco, marijuana, or any other substance) in any manner or in any form.

B. To promote the no-smoking policy, the following areas are currently designated smoke-free areas:

- ☒ The Premises, including the Premises' balcony, patio or other exclusive use area
- ☒ The building in which the Premises is located
- ☒ All common areas
- ☒ The entire Property, including individual units and common areas except the following areas: _____

☐

C. Tenant, Tenant's household members, and Tenant's guests ("**Tenant Parties**") may not smoke anywhere in the designated smoke-free areas. Tenant must inform Tenant Parties of the no-smoking

policy. Even if smoking is permitted in certain areas, Landlord may prohibit Tenant from smoking in those areas if it is disturbing others, or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of Landlord, other tenants, or guests.

D. Effect of Breach and Right to Terminate Provision. Landlord will have the right, but not the obligation, to enforce Tenant's obligations under this provision. A material breach of this provision by Tenant will be a material breach of the Lease and grounds for immediate termination of the Lease, in addition to any other remedies provided under the Lease and applicable law. Tenant will be responsible for all costs and damages relating to a breach of this provision by Tenant, Tenant's household members and guests, including (but not limited to) repair, replacement or cleaning necessary due to smoking or smoke related damage, loss of rental income or other economic and financial damages or loss to Landlord due to smoking or smoke-related damage.

E. Landlord Not a Guarantor of Smoke-Free Environment. Neither Landlord nor PBIC guarantee or warranty Tenant's health or the smoke-free condition of the designated smoke-free areas. Landlord makes no implied or express warranties that the common areas or the Premises will have higher air quality standards than any other areas. Tenant acknowledges that the success of Landlord's efforts to make the Premises and the Property smoke-free is dependent on compliance by Tenant and others.

F. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other tenants at the Property are the third-party beneficiaries of this provision (i.e., Tenant's commitments in this provision are made to the other Property tenants as well as to Landlord). A Property tenant may sue another Property tenant for an injunction to prohibit smoking or for damages but may not evict another tenant as a result of a violation.

G. Marijuana.

☒ (If checked) Unless otherwise specified, Tenant and the Tenant's household members and guests may not possess, plant, cultivate, harvest, transport, dry or process, marijuana or cannabis products in the Premises or Property.

☐ (If checked) Tenant may possess processed marijuana and cannabis products (ready for consumption), but only as allowed by law.

INITIAL

27. Military personnel on active duty may terminate this Lease under Federal law if:

- i. the Tenant becomes a member of the Armed Forces of the United States after the Tenant enters into the Lease; or
- ii. the Tenant is or becomes a member of the Armed Forces of the United States and receives:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

The Tenant must give Landlord written notice of termination. For rentals when rent is paid monthly, the termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered. [For example, if the rent is due on the first of the month and the termination notice is mailed on August 3rd, then the effective date of termination is October 1st. (The notice is mailed on August 3rd, the next rent payment would be due on September 1st, and thirty days after that date is October 1st.)] Tenant must furnish Landlord with proof to establish that Tenant qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

28. FLOOD DISCLOSURE. Tenant may obtain information about hazards, including flood hazards, that may affect the Property and Premises from the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>.

Landlord's owner's insurance does not cover the loss of Tenant's personal possessions and it is recommended that Tenant consider purchasing renter's insurance and flood insurance to insure Tenant's possessions from loss due to fire, flood, or other risk of loss.

☐ (If checked) If indicated, the Premises is located in a special flood hazard area or an area of potential flooding.

Landlord is not required to provide additional information concerning the flood hazards to the Property and the information provided in this addendum is deemed adequate to inform Tenant.

29. INTEGRATION: This Lease and the addenda indicated below constitute the entire agreement between the parties, and which supersedes and merges all prior and contemporaneous negotiations, agreements, promises, and representations.

- Tenant Rules and Regulations
- Pest Control Disclosure
- Mold/Moisture

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING IT.

Agent of Landlord
Pacific Beach Investments Corp.

Tenant Signature/Date

Tenant Signature/Date

**LEASE ATTACHMENT A
TENANT RULES AND REGULATIONS**

1. The premises must be vacated by 12:00 noon on the day tenancy expires.
2. Tenant must keep areas in front of Tenant's doorway clean and free of debris. Towels and wetsuits may not be hung outside to dry. No personal belongings shall be left unattended in common areas. Outdoor storage containers are prohibited. Landlord will not be liable for any loss or damage of or to any personal property placed outside or in common areas. Except as otherwise specified by law, displays or signs in windows visible from outside the Premises are not permitted.
2. Only operable bicycles and a small number of healthy, live plants may be kept on the outside areas of the Premises but they may not block the walkways. Tenant understands that Landlord is not liable for any personal items left by Tenant on the outside areas of the Premises.
3. It is strictly prohibited to disassemble, repair and/or service any type of vehicle or to store any vehicle parts anywhere on the Premises or in the common areas. Skateboards and are not allowed to be ridden on the Premises or stored in common areas. Game tables are not allowed to be placed anywhere on the Premises and will be hauled away at Tenant's expense.
4. Replacement of all electric light bulbs operated by light switches on the Premises, including recessed lighting, ceiling-fan lights, oven bulbs and refrigerator bulbs will be at the expense of the Tenant during occupancy. The cost of replacing inoperable interior light bulbs found as a result of the move-out inspection will be charged against the Tenant's security deposit.
5. There will be a charge for damage to the finish of stainless-steel appliances due to stickers, scratching or improper cleaning. Do not put stickers on walls, appliances, or windows. There will be a charge deducted from the security deposit for removal of stickers at the termination of the tenancy.
6. Tenants should use a protective barrier such as felt pads or caster cups underneath heavy furniture and bed frames to avoid damage to wood flooring. There will be a charge deducted from the security deposit for damage to the wood floors.
7. Upon move in, your screens and blinds should be in good working order and screens should be free of holes. If they are not, please file an online maintenance report via your resident portal and we will have them repaired. Tenant may not remove the screens from their windows. There will be a charge deducted from your security deposit for missing or damaged screens. There will be a charge deducted from your security deposit for missing or broken window blinds, slats or cords.
8. Unnecessary noises, loud talking, loud obscene language and other unusually boisterous conduct are not permitted. Music and amplified sound shall not be audible outside the Premises. This includes music from any musical instrument, radio, music system, entertainment system, or television set at a volume that causes a disturbance to others.
9. Tenant assumes full responsibility for the actions and conduct of their occupants and guests and agree to assume all financial responsibility for any damage to the Premises, furnishings or landscaping caused by them.
10. The use of gasoline, fireworks or other highly flammable materials anywhere on the Premises is strictly prohibited.
11. Personal barbecues are not permitted unless prior written approval by Landlord. Barbecue grills are never permitted on balconies. Cities and counties that have adopted the California Fire Code prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.
12. Do not pour grease of any kind into the plumbing. Tenant is responsible for any damages or repairs required due to misuse of plumbing, including pouring grease down pipes and agrees to pay for the costs associated with those repairs. Use of a covered container, such as a coffee can, which can be put into the trash bin, is recommended.

13. Do not use harsh, caustic cleaners such as Drano, Liquid Plumber, etc., in toilets, disposals, dishwashers and drains. If boiling water or plungers do not unplug the drain, contact the Landlord immediately. If this occurs after office hours, please contact PBIC's After Hours Emergency number.

14. Landlord must be notified in writing if a Tenant is going to be absent from the Premises for more than two (2) weeks at a time. No unauthorized persons may stay in the Premises during Tenant's absence.

15. Trash that contains food waste should be bagged and disposed of in the trash container in the alley daily. Landlord has provided a well-marked Recycle bin at the rear of the Property for disposal of Tenant's recyclable items. If Tenant's lack of cleanliness or failure to dispose of or store food properly results in an influx of vermin or rodents, Tenant shall be responsible for the cost of removal of same by a licensed pest control company. Tenant is required to unlock and lock the trash container to dispose of their trash and recyclables.

16. Tenants should use only single nails to hang pictures on the wall. A deduction will be made from the security deposit for repairs necessary to walls and ceilings caused by the use of hooks, adhesives, multi-nail holes, etc.

17. Important notice regarding painting: When you move into the Premises, the walls of the Premises will be clean and in good condition. Please report to Landlord any damage to the walls that Tenant finds within three (3) business days from the day the Lease begins in accordance Lease Attachment B of this Lease. Painting, wallpapering, changes or modifications of any kind to the Premises by Tenant will not be made without the written permission of the Landlord. If Tenant damages the walls of the Premises in any way, including, but not limited to, excessive use of single hole nails and the use of any type of screws and/or mounts, Tenant will be charged the cost of repair and repainting upon Tenant's departure. Typically, a damaged wall cannot be "touched up," so a damaged wall has to be completely repainted. You will be responsible for the cost of repair and painting of the entire wall, unless the wall can be successfully "touched-up." Your cost for such repainting of a damaged wall or room will be our cost of repainting, which will include labor and materials. Further, Tenant understands and acknowledges that repainting "accent walls" is significantly more costly as it requires additional primer and coats of paint. If you violate the "No Smoking" clause in this Lease by smoking any substance inside the Premises, the walls will show soot and smoke damage, and will have to be completely repainted upon Tenant's departure. If you light candles or burn incense inside the Premises, the walls will be damaged by soot and smoke, and the Premises will likely have to be completely repainted upon Tenant's departure.

I/We understand and agree to the above clause regarding painting. INITIAL

18. Spray painting, whether indoors or outdoors, is strictly prohibited at the Property. Tenant shall be responsible for the cost to remove any residual spray paint and/or remedy damage to the Property that results from the use of spray paint anywhere on the Premises or in the common areas.

19. Tenant is obligated to notify Landlord promptly of any damage, malfunction, leakage, or stoppage so it may be promptly repaired.

20. The Premises is equipped with a functioning smoke detection device(s), and carbon monoxide detector(s). Tenant will be responsible for testing the device(s) weekly and immediately reporting any problems, maintenance issues or need for repairs to Landlord in writing. If battery operated, Tenant is responsible for changing the detector(s) battery as necessary. Landlord will have a right to enter the Premises to check and maintain the detector(s) as provided by law. Do not disable the detector(s).

21. If the Premises contain a washer and dryer inside the Premises, Tenant is responsible for any repairs that are caused by Tenant's negligent use of the washer and/or dryer. Be careful not to overload the washer or dryer. Empty the dryer lint trap after each load. Leave the door to the washer open when the machine is not in use to avoid the formation of mildew inside the wash machine. And most importantly, YOU MAY ONLY USE THE WASH MACHINE WHEN YOU ARE AT HOME AND NOT ASLEEP. If your washer is equipped with a "FloodStop" device, you may not disable it. Please contact PBIC if you have any problems with this device. INITIAL

22. Tenant agrees that there will be no beer kegs, "kegerators" or beer keg parties on the Premises at any time. This restriction applies to Tenant, Tenant's household members and Tenant's guests.

23. Tenants with gas heaters must call San Diego Gas and Electric at least once per year for an inspection of

the heaters. In no event will heaters be turned on prior to calling SDG&E for an inspection. Heaters are not to be used by Tenant until determined to be in good working order by SDG&E. The inspection is free of charge. Tenants are responsible for immediately notifying Landlord of any problem with heater. Tenant will not turn on or use heater until problem is corrected.

24. Due to potential fire hazard, the use of portable space heaters in the Premises is strictly prohibited.

25. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. To avoid mold in your bathroom, it is advisable to open the window following use of the shower, or to leave the window open at all times. Exhaust fan in the bathroom should be run for 30 minutes following a shower.

26. Tenant agrees to immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating or ventilation system in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant will be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and occupants resulting from Tenant's failure to comply.

27. Tenants are prohibited from using common area water faucets or hoses for washing automobiles, trailers and motorcycles.

28. Tenants are prohibited from scraping wax off surfboards in the common areas or parking lots of the Property. Tenants will be charged for any damage to Landlord's property including damage which results in stains on the concrete due to melted wax.

29. Dumpsters and/or trashcans are for disposal of securely fastened trash bags only. Disposal of other items in or around the trash area (boxes, furniture, etc.) will subject Tenant to an additional hauling fee, which will be due and payable upon receipt. Tenant agrees to dispose of recyclable items in the blue recycle container in the alley.

30. If a GAS odor is detected in or around the Premises, Tenants must immediately call San Diego Gas & Electric (SDG&E) at (800) 411-SDGE (7343) to report it. Tenant should then call PBIC at 858 952-0361 to report the problem.

31. Roof access by Tenant is strictly prohibited except in case of emergency (such as fire). If Tenant accesses the roof without permission or throws or places any item on the roof, Tenant will be liable for the cost of a roof inspection by a licensed, roofing contractor and liable for any damage to the roof caused by Tenant's actions. The cost of the roof inspection and subsequent damages will be due and payable upon receipt.

32. If Tenant loses his or her keys to the Premises, Tenant may not use force to re-enter the Premises. Tenant assumes full financial responsibility for any damage caused by Tenant's forcible attempt to re-enter the Premises. Instead, Tenant must contact Landlord or the PBIC After Hours Emergency number. If a locksmith must be called, Tenant must contact the locksmith selected by Landlord. If Tenant calls a different locksmith, Tenant is responsible for all costs associated with Landlord's locksmith re-keying the lock to return it to Landlord's Master System. If Tenant gets locked out of unit, Tenant is responsible for all costs to unlock unit for entry.

33. Tenant may not change the doorknobs, locks or deadbolts on the Premises or have them rekeyed. Tenant is responsible for returning all keys, including mailbox keys and garage keys, on the last day of tenancy. The cost of replacing keys or rekeying locks due to keys not being returned to Landlord at the termination of the tenancy shall be deducted from Tenant's security deposit. If Tenant rekeys existing locks without permission from Landlord, Tenant will pay all costs and related charges necessary to restore locks to Landlord's Master Key system. If Tenant fails to return Garage Door Opener(s), the charge of replacement and recoding will be deducted from Tenant's security deposit.

34. Use of courtyard, decks and laundry room will be restricted to the hours of 7:00 a.m. to 9:00 p.m. This restriction applies to Tenant, Tenant's household members, and to Tenant's guests.

I/We have read the above rules and agree to abide by them. Receipt of a copy is hereby acknowledged.

Tenant Signature/Date

Tenant Signature/Date

SAMPLE

**LEASE ATTACHMENT B
CONDITION OF THE "PREMISES" UPON MOVE-IN**

CLEANING:

FLOORING:

WALLS:

ADDITIONAL:

Please note: You have three (3) business days from the Commencement Date to notate any discrepancies in condition. Please make sure that any discrepancies are emailed to lauren@rentpb.com no later than three (3) business days after the Commencement Date. This list must be provided to Landlord. You will receive an email confirmation. No other lists will be accepted. You do not need to email a list if the Premises are in order. If you do not have access to email, this list may be postmarked no later than the third (3rd) business day after the Commencement Date and mailed to PBIC at 2256 Avenida de la Playa, La Jolla, CA 92037. The Premises was cleaned and inspected by Landlord prior to occupancy. The carpets are either new or have been professionally steam cleaned. The date the Premises was last painted is noted above. Please see the attached check-in sheet.

MAINTENANCE REQUESTS

Landlord has an online maintenance system to expedite your maintenance requests. This system was implemented for Tenant's convenience. Do not give verbal maintenance requests to people working at the Premises. For routine maintenance requests, please use the online maintenance system. If you have an emergency (a pipe bursts, there is a fire in the Premises, etc.) please call the emergency line at 800-411-4321. Only emergency requests will be taken after business hours.

Routine maintenance requests should be entered online via www.RentPB.com and the Resident Portal.

Following Lease signing, you will receive a Welcome Email to the email addresses provided herein detailing steps to create your online account. When submitting maintenance and repair requests, please indicate whether or not repairs can take place when you are not present.

It is important to us that you enjoy your new home. Let's work together and make this a place everyone can be proud of!

Tenant Signature/Date

Tenant Signature/Date

**LEASE ATTACHMENT C
PEST CONTROL DISCLOSURE**

Pesticides are scheduled to be applied to ☒ the Property ☐ a unit adjacent to the Property ☒ common areas. The approximate date, time and frequency of the pesticide treatment is once per month. The approximate date, time and frequency of the pesticide application is subject to change.

They are applied by ☒ a registered structural pest control company ☐ Landlord or Landlord's agents.

They are meant to control the following pest(s): Ants, Roaches, Fleas & Ticks, and Spiders.

The name, brand and active ingredient of the pesticide(s) used is posted by the pest control company at the property at the time of service.

State law requires that you be given the following information.

CAUTION--PESTICIDES ARE TOXIC CHEMICALS.

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits.

The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits.

The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, immediately contact:

- your physician or the California Poison Control System (1-800-222-1222), and
- if the pesticide was applied by a pest control company, also contact the pest control company.

For further information, contact any of the following:

- (if pesticide is applied by a pest control company) The pest control company's name and telephone number is Thrasher Pest Control
- for Health Questions--the County Health Department, telephone number : (619) 229-5400 or ☐ as specified in a separate pesticide notice.
- for Regulatory Information:
 - the Structural Pest Control Board, 2005 Evergreen St # 1500, Sacramento, CA 95815, (916) 561-8708 (if pesticide is applied by a pest control company)

Tenant Signature/Date

Tenant Signature/Date

BEDBUGS AND PESTS

In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are now more common and can be found even in first-class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new

locations on people, their clothing, furniture, bedding, and luggage.

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ 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 $\frac{1}{16}$ 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.

Please immediately report suspected bed bug infestations by contacting the property manager at 2256 Avenida de la Playa, La Jolla, CA 92037 (858) 952-0361.

Bed bug treatment is challenging. It requires the full cooperation of the tenants in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, Tenant agrees that if bed bugs are found, Tenant will immediately contact Landlord, and will not attempt to personally exterminate bed bugs without professional assistance.

"Pests" include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Premises and are unaware of any pests in the Premises. At move-in, Tenant will complete and sign a Move-In/Move-Out Statement documenting the condition of the Premises. If Tenant fails to report defects in the Move-In/Move-Out Statement, it will be presumed that the Premises has been delivered in good condition and free of pests.

You agree to cooperate with Landlord's pest control efforts by:

1. Keeping the Premises clean and uncluttered.
2. Promptly advising Landlord of any pest control needs, or any condition indicating a bed bug infestation in the Premises (such as itchy welts on skin, bed bugs, blood spots (either brown or red) or bed bug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor).
3. Inspecting all luggage, bedding, clothing, and personal property for bed bugs and other pests before move-in, returning home after traveling and/or bringing new items into the Premises. You will allow Landlord to do the same upon request. If Landlord has a concern about possible infestation, Landlord may (but will not be obligated to) either prohibit Tenant from bringing the item into the Premises or require Tenant to have the item professionally treated at Tenant's expense before the item is brought into the Premises.
4. Refraining from bringing into the Premises discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bed bug infestation. Furniture or mattresses likely have been discarded because of a bed bug infestation. Tenant acknowledges that used or secondhand furniture is the primary way that bed bugs and roaches are spread. Tenant agrees not to acquire or purchase used or secondhand furniture, mattresses, futons, etc.
5. Providing Landlord with access to the Premises for our pest control assessments and pest control treatment upon appropriate notice as provided by law.

6. Following Landlord instructions to prepare the Premises for pest control treatment and/or vacating the Premises when necessary in connection with pest control efforts.
7. Upon Landlord's request, promptly providing Landlord with copies of all records, documents, sampling data and other materials relating to the condition of the Premises.
8. Tenant is responsible for any damage caused by the action or inaction of the Tenant and the Tenant's household members and guests, and their violation of the Lease and all addenda. Tenant indemnifies and holds Landlord harmless for claims, losses, damages, and expenses that Landlord incurs from the negligence of Tenant or Tenant's household members, guests, or agents, or their failure to comply with the Lease.

Tenant Signature/Date

Tenant Signature/Date

**LEASE ATTACHMENT D
MOLD/MOISTURE**

Prior to move in, Landlord inspected the Premises and sees no visible signs of mold. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further agrees and acknowledges that Tenant(s) has/have a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant.

In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to Landlord any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes or laundry indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan, open the bathroom window and to notify Landlord of any non-working exhaust or ceiling fans;
7. To water plants outdoors and make sure they are not dripping;
8. To notify Landlord in writing of any overflow from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. *TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;*
10. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. *TO REPORT TO LANDLORD IN WRITING THE PRESENCE OF ANY MOLD GROWTH on surfaces inside OR outside the Premises;*
12. To allow Landlord *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close windows if it is raining;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out the Premises to keep fresh air present. Run ceiling fans whenever possible to circulate the air. Excessive running of your heater will cause condensation in your home;
15. To notify Landlord of any problems with air-conditioning or heating systems that are discovered by Tenant;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners;

To the maximum extent allowed by law, TENANT FURTHER AGREES to indemnify and hold harmless Landlord and Landlord's agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord and/or its agents may sustain or incur as a result of Tenant's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Tenant or any other person living in, occupying, or using the Premises.

Tenant hereby certifies that Tenant has read the MOLD/MOISTURE ADDENDUM, and has read and understood the contents thereof.

Tenant Signature/Date

Tenant Signature/Date