

VALENCIA APARTMENTS
555 RAMONA DRIVE, SAN LUIS OBISPO, CA 93405
(805) 543-1450

LEASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY

This Agreement is made and entered into this _____ day of _____ between _____ (“Tenant”) and Valencia Apartments (“Landlord”).

THE PARTIES TO THIS AGREEMENT, IN CONSIDERATION OF THEIR MUTUAL PROMISES, AGREE AS FOLLOWS:

Identification of Premises. Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, a bedroom in a three-bedroom apartment located at 555 Ramona Drive, San Luis Obispo, California. Room and/or apartment assignment shall be determined by Landlord and may be changed at any time during the lease period by Landlord at Landlord’s sole discretion. In the event Landlord requires Tenant to change room and/or apartment, Tenant will not incur any additional rent charges resulting from a move to a more expensive accommodation and if changed to a less expensive accommodation rent will be lowered to that amount charged for the accommodation at the time the lease was signed for the applicable part of the lease term.

Defining the Term of the Tenancy. The term of the rental shall begin on _____, and end on _____.

Amount and Schedule for the Payment of Rent. Rent shall be paid to Valencia Apartments Rental Office, 555 Ramona Drive, San Luis Obispo, California, 93405. Each rental payment shall be paid by credit card, personal check, bank check or money order, with the canceled check or money order serving as the receipt. Credit card payments by phone require the cardholder's signature on file. Rent payments in cash will not be accepted.

Monthly Rate	\$ _____ X _____ months	=	\$ _____
Prorated Rent	_____ days @ \$ _____ per day	=	\$ _____
Total Rent Due		=	\$ _____
Utility Fee (One-time fee for electricity, gas, water/sewer & trash)		=	\$ _____
Parking Fee (One-time, <i>optional fee</i> , for covered, reserved parking only)		=	\$ _____

TENANT INITIALS

_____ **Tenant is on a monthly payment schedule.** The total amount of prorated rent, the first month’s rent, the security deposit, and all other fees, less Tenant’s initial payment of \$ _____, is due 45 days prior to the commencement of the lease or at the time the lease is signed, whichever is later. The amount due 45 days prior to move-in is \$ _____. Thereafter, monthly rent is due in advance on the first day of each and every month, at \$ _____ per month, beginning on the first day of _____, _____ through the first day of _____, _____.

_____ **Tenant is on a quarterly payment schedule.** The first payment of \$ _____, which is equivalent to _____ month’s rent, plus the security deposit, and all other fees, less Tenant’s initial payment of \$ _____, is due 45 days prior to the commencement of the lease or at the time the lease is signed, whichever is later. Thereafter, quarterly rent equal to three months rent, is due on _____, _____ and on _____, _____ at \$ _____ per installment.

Late Charges. Tenant shall pay to Landlord a late charge of \$25 if Tenant fails to pay the rent in full within 5 days after the date it is due on monthly payment plans, or \$75 on quarterly payment plans. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Returned Check and other Bank Charges. In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a ‘stop payment’ or any other reason, Tenant shall pay Landlord a returned check charge of \$25. If Tenant’s bank returns Tenant’s check issued to Landlord on more than one occasion, Landlord may serve 30 days’ written notice to Tenant that all future payments be made by certified check or money order.

Amount and Payment of Deposits. Tenant agrees to deposit with Landlord the sum of \$ _____ as a security deposit. Tenant may not, without Landlord’s prior written consent, apply this deposit to rent or any other sum due under this Agreement. Within three weeks after the lease term has ended, Landlord shall furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenant’s security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; and (3) clean the premises if necessary, this includes professionally steam cleaning the carpet. In the event any portion of the security deposit is applied to rent, repair of damages, or cleaning of the premises during the term of Tenant’s occupancy of the premises, Tenant agrees to replenish the full amount so applied within five days after written demand by Landlord. Failure to replenish such amount within such five-day period shall constitute a material breach of this Agreement. Landlord’s written demand for replenishment shall include an itemized statement describing the disposition of the security deposit. Notwithstanding the provision of a security deposit, Tenant shall remain liable to Landlord for any costs and damages sustained by Landlord under this agreement.

Limits on Use and Occupancy. Tenant shall use the premises for residential purposes only. Only the parties listed as Tenants shall occupy the premises. Guests are permitted for a maximum of three consecutive nights and any one guest may not stay in the apartment for more than five nights in any 30-day period. Tenants must register all guests and obtain a Guest Permit from Valencia Apartments. It is suggested that Tenant first obtain permission from, or notify Tenant’s roommates prior to the arrival of a guest so as not to interfere with a roommate’s peaceful enjoyment of the apartment.

Prohibitions Against Violating Laws and Causing Disturbances. Tenants shall be entitled to the quiet enjoyment of the premises. Tenants and their guests or invitees shall not use the premises or common areas in a way such as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Alcohol Policy. NO OPEN CONTAINERS OF ALCOHOLIC BEVERAGES ARE PERMITTED OUTSIDE ANY APARTMENT, NOR IN ANY COMMON AREAS SUCH AS THE POOL OR REC. CENTER. NO KEGS ARE ALLOWED ON THE PROPERTY OF VALENCIA APARTMENTS. Minors in possession or under the influence of alcohol outside apartments may be evicted for violating the law.

Condition of the Premises. Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, including professionally steam cleaning the carpet, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of repairs to the premises by Tenant or Tenant’s guests or invitees

through misuse or neglect.

Condition of the Premises Continued...

Upon taking possession of the premises, Tenant agrees to a self-inspection of the premises, including appliances, fixtures, carpets, window blinds and paint, and agrees to note all items not found to be in good, safe and clean condition. Tenant will be provided an 'Inspection Check List' form to be completed and returned to the Valencia Apartments rental office within 3 days of occupying the premise. *Landlord inspects each apartment on a quarterly basis to inventory furniture, assess repair or renovation needs, and to note cleanliness, damages, and safety issues like smoke detector condition. Landlord will notify each apartment in advance for each quarterly inspection.*

Except as provided by law, no repairs, painting, decoration, shelving, wallpapering, hanging of exterior antennae, or any other alterations shall be done by Tenant without Landlord's prior written consent. Tenant shall not paint, affix stickers to nor alter in any way the front door, windows or entryway of any apartment. Liquor bottles, beer caps, beer cans or other containers shall not be displayed in or about the apartment. All trash shall be disposed of in a timely manner in the recycling area or in the refuse containers supplied by Valencia Apartments. Trash cannot be left in laundry rooms.

Tenant agrees not to possess fireworks, firearms, explosives, flammable material, and hazardous materials, open flame cooking units or barbecues in or around Valencia Apartments.

Each unit has a smoke detector, which is in working condition and will be regularly inspected by Landlord. Tenant agrees to refrain from tampering with the smoke detector and to inform Landlord of any damage to the smoke detector.

Utilities. Tenant agrees to pay Landlord a one-time fee for which Landlord agrees to provide electricity, natural gas, water and trash refuse containers for the term of the Agreement. Tenant agrees not to wastefully use utilities. Electric space heaters are prohibited. Tenant may arrange and pay for telephone service and cable television service. An individual phone outlet is provided in each bedroom. One cable outlet is provided in the living room of each apartment. Any additional cable installed within the apartment by the Tenant is the responsibility of Tenant.

Prohibition of Assignment and Subletting. Tenant shall not sublet any part of the premise or assign this Agreement without the prior written consent of the Landlord. Such consent will not be unreasonably withheld.

Pets. No animal, bird or other pet shall be kept on the premises without Landlord's prior written consent, except properly trained dogs needed by blind, deaf or physically disabled persons. Tenant agrees to pay Landlord a fee of \$25 per day for pets kept on the premises without Landlord's prior written consent.

Waterbeds. No waterbed or item of water-filled furniture shall be kept on the premises.

Parking. Limited off-street parking is available for Valencia Apartments tenants. Tenant agrees to abide by the Valencia Apartments Parking Rules. All vehicles parked at Valencia Apartments must be currently registered, in running condition and must not drop excessive oil or fluids on the ground. Any vehicle that does not have a valid Valencia Apartments parking permit, or is parked or operated on-site in violation of Valencia Apartments Parking Rules, may be towed without warning at owner's expense. Mechanical repair work is not permitted to vehicles parked at Valencia.

Tenant's Financial Responsibility and Renters' Insurance. Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and/or Tenant's guests and invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.

Tenant Rules and Regulations. Tenant acknowledges receipt of, and has read a copy of, Valencia Apartments Rules and Regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by reference.

Notification of Landlord of Lease Violations. Tenant agrees to notify Landlord of violations of the terms of the lease agreement by Tenant's roommates or neighbors or any other conditions in or about the premises, which interfere with the Tenant's peaceful enjoyment of the premises.

Holdover Beyond the Term of Agreement. By the end of the term of this Agreement, Valencia Apartments likely will have already agreed to rent Tenant's unit to a new tenant, with the new tenant's occupancy scheduled to begin within a few days of the end of the term of this Agreement. Therefore, any holdover beyond the term of this Agreement would be extremely damaging to Valencia Apartments. For this reason, Valencia Apartments will not be deemed to have consented to any holdover beyond the term of this Agreement unless Valencia Apartments has expressly agreed in writing to such holdover. Neither acceptance of rent after the end of the term, nor any other act or omission by Valencia Apartments, other than express written agreement, shall be deemed consent to such holdover. Furthermore, in the event Tenant holds over beyond the term of this Agreement, such holdover will be on the same terms as the original Agreement, except that the lease will become a day-to-day tenancy, and the rent shall be \$50 per day and be payable daily.

Release and Indemnification of Landlord. Tenant agrees to indemnify, release and hold harmless Landlord for any liability arising before the termination of this Agreement, for personal injuries or property damage caused by the negligent, willful, or intentional conduct of Tenant or Tenant's guests or invitees. This indemnification, release and hold harmless does not waive Landlord's duty of care to prevent personal injury or property damage as provided by California law.

Database Disclosure (Megan's Law). The California Department of Justice, Sheriff's Departments, police departments serving jurisdictions of 200,000 or more people and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and 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 can be made. This is a "900" telephone service. Callers must have specific information about the individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. The above is a disclosure to all tenants.

Remedies of Management on Breach of Contract. Any breach or violation of this agreement by Tenant will allow Landlord to evict Tenant, and obtain a court judgment for damages in the amounts provided in Civil Code Section 1951.2, including: a) The worth at the time of the award of the unpaid rent which would have been earned at the time of termination; b) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; c) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided and d) Any other amount necessary to compensate Landlord for the loss caused by the Tenant's failure to perform Tenant's obligations under the agreement or which in the ordinary course of events would be likely to result therefrom. In addition to any other remedies provided Landlord for Tenant's breach of this Agreement, Landlord has the remedy described in California Civil Code Section 1951.4 to continue this Agreement in effect after Tenant's breach and abandonment and recover rent as it becomes due.

Payment of Attorney's Fees in a Lawsuit. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

Entire Agreement. This document, together with the lessee's 'Application to Rent', constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Waiver by either party of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. Landlord's receipt of rent with knowledge of

Tenant's violation of a covenant does not waive Landlord's right to enforce any covenant of this rental agreement.

TENANT

Signature of Tenant

Printed Name of Tenant

Date

Mailing/Permanent Address

Personal Phone Number

Email address

City, State, Zip Code

GUARANTOR

The undersigned hereby guarantees performance of the lease by Tenant and agrees to pay all charges arising under the lease when due, together with all costs and fees, including attorney's fees necessary to collect any amount not paid when due or to enforce any provision of the lease agreement.

Signature of Guarantor

Printed Name of Guarantor

Date

Home Address

Telephone Number

City, State, Zip Code

Relationship to Tenant

Email address

Fax #

ACCEPTANCE BY LANDLORD

Date: _____

Authorized Agent _____

* * * * *

Attachment A - Valencia Apartments Common Living Rules and Regulations - A Part of the Lease Tenant Initials _____

1. ALL UNITS ARE QUIET UNITS. Tenant understands that Valencia residents are expected and required to avoid excessive noise from televisions, stereos/radios and conversation. Noise must be kept at a low level so that it is not clearly audible outside your apartment or in adjacent apartments, *and specifically from 10 pm until 10 am the next morning on Sunday through Thursday nights, and from midnight to 10 am on Friday and Saturday nights.* Valencia Apartments requires tenants to abide by all terms of their lease agreements in order to fulfill their mutual obligations to other residents. Tenants may incur monetary fines for noise violations, and repeated violations can result in eviction.

The City Noise Ordinance is enforced by the San Luis Obispo Police Department on a complaint-driven basis. THESE VALENCIA APARTMENTS' RULES DO NOT PRECLUDE THE CITY OF SAN LUIS OBISPO'S NOISE ORDINANCE NOR CALIFORNIA CIVIL CODE SECTION 3479, BOTH OF WHICH PROHIBIT TENANTS FROM DISTURBING THEIR NEIGHBORS' PEACEFUL ENJOYMENT OF THEIR PROPERTY AT ALL TIMES. NO 'OPEN' PARTIES ARE PERMITTED.

2. Valencia Apartments, including all roads, parking lots, and walkways, is private property and access is restricted to tenants, their guests, and employees of Valencia Apartments or its vendors and sub-contractors. Guests need to know your apartment number. Guest vehicles parked at Valencia without a permit are subject to towing. You are responsible for the conduct of your guests at all times.

3. Swimming is permitted only between the hours of 7 am and 11 pm. Pool area activities, as well as activities in common areas, grounds, and parking areas are not to be excessively or unnecessarily loud. Roughhousing, smoking, food, and glass containers are not allowed in or around the pool area. A tenant is allowed only two guests at any time in the pool or other common areas at any time and tenants must be present and responsible for their guests.

4. No window or screen is to be removed except for cleaning or repair. Windows are not to be used to enter or exit the apartment except in emergencies, such as fire. Climbing on roofs is prohibited and can result in expensive damage to roof tiles.

5. Regular nail picture hooks, small nails, pushpins, or thumbtacks are to be used to hang wall decor. The use of adhesive strips/hangers, molly and toggle bolts is prohibited.

6. All trash is to be placed into the San Luis Garbage Co. dumpsters located in the parking areas, and not into trash receptacles in laundry rooms or other common areas. Cigarette butts are trash and are to be disposed of as such, not discarded as litter.

7. No animals are allowed on the property at any time without the prior permission of Valencia Apartments. Presence of animals in your apartment WILL result in carpet cleaning and pest control charges being assessed.

8. A detailed list of parking rules will be handed out during check-in. All tenants who park a vehicle at Valencia Apartments are required

to complete a parking sticker registration card and obtain a parking sticker. Parking stickers are required for both 'Reserved Parking' and 'General Parking'.

9. Valencia night staff personnel provide a courtesy service for lockouts, noise complaints, parking control and other tenant services as needed. Valencia does not employ a security patrol and our staff will call the police to handle any unruly tenant, guest or disturbance.

SAMPLE