



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 11/08)

Date _____, _____ **Song Cen** _____ ("Landlord") and _____ ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) **only**: _____.
- C. The following personal property, maintained pursuant to paragraph 11, is included: Washer/Dryer, Refrigerator, Oven/Stove or (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) _____ ("Commencement Date"), **(Check A or B):**

- A. Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease:** and shall terminate on (date) _____ at 9 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Landlord and Tenant have extended this agreement in writing or signed a new agreement; **(ii)** mandated by local rent control law; or **(iii)** Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ _____ per month for the term of the Agreement.
- B. Rent is payable in advance on the **1st** (or _____) **day** of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other direct deposit _____, to (name) Song Cen _____ (phone) 858-598-3830 _____, at (address) PO Box 502263, San Diego, CA 92150 _____, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally between the hours of _____ and _____ on the following days _____). If any payments is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to Song Cen shall be paid by personal check, money order, or cashier's check. or direct deposit

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
Total				

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Premises: _____ Date: _____

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or _____) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or 6.00 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: Driveway and Area B Permit (Obtaining B Permit is the responsibility of Tenants)

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: No storage allowed in areas visible to public

The right to storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: Electricity/Gas, Water

except Trash, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: AS IS
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or 14) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: _____

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: 1 _____
- D. Landlord Tenant shall maintain _____
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Premises: _____ Date: _____

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: NONE

14. (If checked) **NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, Authorized Guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint entire Premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

15. **RULES/REGULATIONS:**
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**
 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____ .
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ . Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. **(Check one)**
 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within _____ days or _____ .
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**
A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):
 _____ key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
 _____ key(s) to mailbox, _____ ,
 _____ key(s) to common area(s), _____ .
B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
C.

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord,

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Premises: _____ Date: _____

terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23. **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
 - A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
 - B. Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
 - A. Upon termination of this Agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Landlord, empty of all persons; **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; **(v)** remove all debris; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** Close all utility accounts associated with tenant and rental home upon vacating premises.
 - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
 - C. **Right to Pre-Move-Out Inspection and Repairs:** **(i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: **(a)** obtain receipts for Repairs performed by others; **(b)** prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and **(c)** provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is**

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Premises: _____ Date: _____

advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

34. WATERBEDS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises.

35. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Song Cen Tenant: At premises
sdsurent@gmail.com Tenants emails and phone text messages.
Text messages to 858-598-3830

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall 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 requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; **(ii)** upon disapproval of the credit report(s); or **(iii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

39. MEDIATION:

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

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

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

40. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: Addendum 1, 2
Lease/Rental Mold and Ventilation Addendum (C.A.R Form LRM)

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.
Leasing Agent: (Print firm name) _____
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Premises: _____ Date: _____

46. **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese. pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Song Cen _____ Landlord _____

Address _____ PO Box 502263, San Diego, CA 92150
 Telephone _____ 858-598-3830 _____ Fax _____ E-mail _____ sdsurent@gmail.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 44.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or **(ii)** (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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 REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Other

dated , on property known as

in which is referred to as ("Buyer/Tenant") and Song Cen is referred to as ("Seller/Landlord").

This home is located in the SDSU college area which has strict rules and regulations in regards to noise, parties, parking, trash, etc. These can be found in "Getting Along with Your College Area Neighbors" and the house rules. The Police Dept issues fines for violations of these rules. Tenants are fully liable for any and all fines incurred.

CARP - College Area Party Plan: It is unlawful to have parties in this neighborhood without a permit. It is also a violation of this lease. San Diego Police issues fines of up to \$6,000.00 or more for violations of this rule. Tenants are fully liable for all fines.

It is unlawful to sublease without written consent of the landlord. Tenants are fully liable for any fines incurred for the violations of these rules. Tenant(s) are not permitted to advertise rooms or house for rent or sublease. This is exclusively the right of the landlord.

This property is equipped with Carbon Monoxide detectors and smoke detector. It is unlawful and a violation of the lease to remove the batteries from, remove, or disable these devices.

Tenant(s) are to stay off of the roof. Any instance of the tenant(s) being on the roof or storing items on the roof will result in a \$250.00 fine and tenant(s) held responsible for all damages.

Strictly Residential Lease Agreement Clause: This lease is a strictly residential lease agreement and any commercial activities are considered a breach of contract.

Plumbing: Tenants is responsible for all plumbing charges that are a result of improper use. Improper use includes when a tenant disables the garbage disposal by jamming with beer caps, coins, excessive food, grease, etc. ALSO INCLUDES flushing of feminine products or paper towels down the toilet.

Inspection: Tenants agree that landlord may periodically inspect the house and request fixes where necessary.

Internet/Cable Service Installation: when setting up Internet/cable service, landlord approval is required to drill hole(s) on the external (stucco) and internal (drywall) walls. Otherwise, damages will be deducted from security deposits.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date Date

Buyer/Tenant Seller/Landlord

Buyer/Tenant Seller/Landlord

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Reviewed by Date



Agent: Phone: Fax: Broker:



ADDENDUM
(C.A.R. Form ADM, Revised 4/12)

No. 2

The following terms and conditions are hereby incorporated in and made a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Other

dated _____, on property known as _____,

in which _____ is referred to as ("Buyer/Tenant") and _____ Song Cen _____ is referred to as ("Seller/Landlord").

NO LIABILITY/INDEMNIFICATION/HOLD HARMLESS: The owners of the property do not assume liability for the loss, theft, damage or injury (or death) to Tenants/their guests or their personal property. Tenants agree to indemnify and hold the owners harmless for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenants' use and occupancy of the rental property, including but not limited to claims for personal injury or property damage/loss.

The premises are rented to Tenant for residential purposes only, and may not be used by Tenant(s) for any other purpose. Tenant(s) hereby agree that landlord shall not be liable for injury to tenant's business or any loss of income, or for damage to the goods, wares, merchandise or other property of the Tenants, Tenants' employee, invitees, customers, or any other person in and about the premises, resulting from fire, steam, electricity, gas, water, or rain, or from breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixture or any other causes

Contractor Access: Tenants agree that landlord hired contractors may access the property with advance notice of 24hr or more; or with less than 24hr notice upon tenants' permission. Tenants agree lockbox may be used on the property to store house key for contractors.

Tenants agree to touring access for future potential tenants, including access to bedrooms, with the same advance notice as above.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord _____

Buyer/Tenant _____ Seller/Landlord _____

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Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: _____ Phone: _____ Fax: _____ Broker: _____



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM**
For Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other: _____, dated _____, on property known as:

_____ ("Property") in which _____ is referred to as Buyer or Tenant and _____ Song Cen _____ is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord Date

Seller or Landlord Date

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FLD REVISED 11/10 (PAGE 1 OF 2)

Buyer's/Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Agent:	Phone:	Fax:
Broker:		

Property Address: _____ Date _____

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

(Please Print) Agent (Broker representing Seller or Landlord) By _____ Associate-Licensee or Broker Signature Date _____

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date _____ Buyer or Tenant Date _____

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) By _____ Associate-Licensee or Broker Signature Date _____

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Reviewed by _____ Date _____





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (C.A.R. Form LRM, 4/05)

The following terms and conditions are hereby incorporated in and made a part of the [X] Residential Lease or Month-to-Month Rental Agreement, [] other _____, dated _____, on property located at (Street Address) _____ (Unit/Apartment) _____ (City) San Diego (State) CA (Zip Code) 92115 ("Premises"), in which _____ is referred to as "Tenant" and _____ Song Cen is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, [] the Premises was previously treated for elevated levels of mold that were detected.) 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 acknowledges and agrees that Tenant has 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. Accordingly, Tenant agrees to:

- 1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) _____ Date _____

(Print Name) _____

Tenant (Signature) _____ Date _____

(Print Name) _____

[] Seller/ [] Landlord _____ Date _____

(Print Name) _____

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LRM 4/05 (PAGE 1 OF 1)

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

Agent: Phone: Fax: Broker:

THE ASSOCIATED STUDENTS GOOD NEIGHBOR PROGRAM'S (GNP) PURPOSE IS TO INCREASE AWARENESS AMONG SDSU STUDENTS OF THE RELATIONSHIP BETWEEN STUDENT BEHAVIOR AND THE QUALITY OF LIFE ON CAMPUS AND IN THE NEIGHBORHOODS SURROUNDING THE SDSU CAMPUS.

THE GOOD NEIGHBOR PROGRAM

- **HOTLINE:** Call (619) 594-SAFE (7233) to ask questions, or express comments and complaints which will be answered by the GNP First Response Team.
- **FIRST RESPONSE TEAM:** responds to calls either with a follow-up call and/or a personal visit to the residence in question.
- **COMMUNITY CLEAN-UPS:** In its work to make the environment in which the community lives a clean and appealing place, the Good Neighbor Program organizes clean-ups with the help of student and community volunteers.
- **OUTREACH:** Volunteers go door-to-door in College Area neighborhoods with a high concentration of rentals to educate residents about neighbor relations issues. Educational seminars will also be offered in the spring to students currently living on-campus regarding their rights and responsibilities when they move off-campus.
- **WEBSITE:** www.as.sdsu.edu/good_neighbor can be utilized as a resource of more information about living in the College Area.

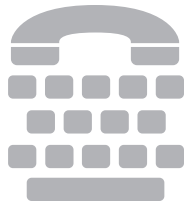


WE CAN BE REACHED BY:

Phone: (619) 594-SAFE (7233)

Email: GNP@mail.sdsu.edu

Website: www.as.sdsu.edu/good_neighbor



IMPORTANT RESOURCES

211 SAN DIEGO
answers questions regarding issues within the San Diego Area:
Dial: 211
www.211sandiego.org

TRAFFIC ALERTS
Dial: 511
www.511.org

THE GOOD NEIGHBOR PROGRAM
(619) 594-SAFE
www.as.sdsu.edu/good_neighbor

COLLEGE AREA COMMUNITY COUNCIL
www.collegeneighborhoods.com/cacc

AZTEC LEGAL AND FINANCIAL SERVICES
(Free and CONFIDENTIAL to students)
(800) 541-9701
www.as.sdsu.edu/azteclegal/index.html

CITY CODES GOVERNING RENTAL PROPERTIES IN SINGLE FAMILY AREAS
(619) 236-5500
www.sandiego.gov/development-services/industry/minidorm.shtml

CITY OF SAN DIEGO ENVIRONMENTAL SERVICES DEPARTMENT
(Refuse collection, litter, dumping)
(858) 694-7000
www.sandiego.gov/environmental-services/

CITY OF SAN DIEGO DEVELOPMENT SERVICES
(Building Permits)
(619) 446-5000
www.sandiego.gov/development-services

CITY OF SAN DIEGO NEIGHBORHOOD CODE COMPLIANCE
(619) 236-5500
www.sandiego.gov/nccd/

COUNTY OF SAN DIEGO ANIMAL CONTROL
(858) 236-4250
www.sddac.com/

GRAFFITI CONTROL HOTLINE
(619) 525-8522
www.sandiego.gov/graffiti/

MID-CITY POLICE COMMUNITY RELATIONS OFFICER
(619) 516-3009

MID-CITY NEIGHBORHOOD PROSECUTOR
(619) 533-5508

RESIDENTIAL PERMIT PARKING DISTRICT B INFORMATION
(619) 744-1710
www.sandiego.gov/parking

SAN DIEGO CITY COUNCIL 7TH DISTRICT
(619) 236-6677
www.sandiego.gov/citycouncil/cd7/

SAN DIEGO STATE UNIVERSITY CODE OF CONDUCT
csrr.sdsu.edu/conduct1.html

SAN DIEGO POLICE CAPP COORDINATOR
(619) 516-3004

SAN DIEGO POLICE DEPARTMENT
(619) 531-2000
www.sandiego.gov/police/

SAN DIEGO WATER CONSERVATION
(619) 515-3525
www.sandiego.gov/water/conservation/

SDSU POLICE DEPARTMENT
(619) 594-1991
www.dps.sdsu.edu/

STREET/SIDEWALK MAINTENANCE
(Report potholes, streetlights out, etc.)
(619) 527-7500
www.sandiego.gov/street-div/sidewalk.shtml

RECYCLING
(800) 237-2583
www.sandiego.gov/environmental-services/recycling/



GETTING ALONG WITH YOUR COLLEGE AREA NEIGHBORS



www.as.sdsu.edu/good_neighbor

COMPLIMENTS OF THE SDSU ASSOCIATED STUDENTS GOOD NEIGHBOR PROGRAM, SDSU GOVERNMENT AND COMMUNITY RELATIONS, AND THE COLLEGE AREA COMMUNITY COUNCIL

**IT IS IMPORTANT TO KEEP IN MIND
THAT THE COLLEGE AREA IS SHARED BY
A DIVERSE POPULATION OF NEIGHBORS
OF ALL AGE GROUPS & LIFESTYLES**



COMMON COURTESY

- Introduce yourself to neighbors and exchange phone numbers to allow for communication.
- Give neighbors a heads-up if you plan on having a social gathering, but understand that notification is not a license to disobey noise ordinances.
- No speeding through neighborhoods.
- Keep landscaping and front of yard free of debris and furniture.
- Pets must be kept in a fenced area or on a leash.
- Pet waste must be cleaned up.



TRASH

- Trash containers can be put out at the curb as early as 6:00 p.m. the night prior to pick up. At the latest, city issued refuse containers should be out on the curb by 7:00 a.m. on the day of collection.
- Containers must be brought in by 6:00 p.m. on the day of pick up or could result in \$100-\$500 fine.
- Store your containers out of public view.
- It is your responsibility to clean/pick up any trash by 10:00 a.m. on the day following a party.
- For your trash schedule visit
 - www.sandiego.gov/environmental-services/collection/schedules.shtml



PARKING

- Only permitted in paved driveways.
- Not allowed on lawns, dirt, side yards or gravel.
- Illegal on sidewalks or blocking driveways (even your own).
- Illegal when parking sideways in driveway.
- Marked Residential Permit Parking District "B" designated areas between the hours of 8:00 a.m.-7:00 p.m., Monday-Friday, for residents only.



NOISE

- Noise cannot be audible 50 feet from home between hours of 10:00 p.m.-8:00 a.m. or be excessive at any hour.
- Loud talking in the back yard, foul language, and/or slamming car doors are disturbing.

STEPS FOR DEALING WITH DISRUPTIVE NOISE:

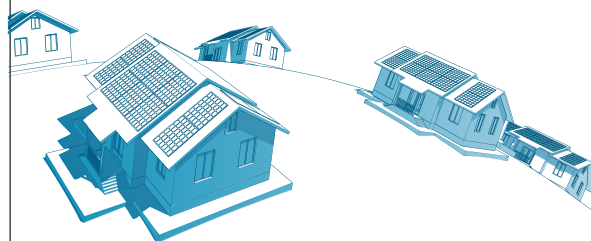
- If appropriate, respectfully contact your neighbor.
- Leave a message with the Good Neighbor Program for consistent disruptions.
 - (619) 594-SAFE (7233)
- Non-Emergencies.
 - SDPD (619) 531-2000
 - Then if necessary, SDSU Police (619) 594-1991



ALCOHOL

IT IS ILLEGAL TO:

- Consume alcohol on public property in San Diego.
- Furnish alcohol to anyone under the age of 21 or someone intoxicated.
- Collect money for admission to parties providing alcohol.
- Host a party where minors are drinking.
- Possess alcohol in public areas if under 21.
- Consume alcohol under the age of 21 anywhere.
- Be intoxicated in public.
- Drink and drive.
- Urinate or engage in lewd conduct in public.



POTENTIAL RESULTS OF NOT FOLLOWING THE RULES...



THE \$1000 FINE

- If a party hosted at your residence causes a substantial disturbance, **each** tenant can, at the discretion of the police officers at the scene, be fined \$1,000, and under certain circumstances a landlord can also receive a \$1,000 fine.
- Not answering the door when officers arrive will result in everyone on the lease receiving the fine.
- When receiving the fine, be cooperative.



THE COMMUNITY ASSISTED PARTY PROGRAM (CAPP)

- The Community Assisted Party Program (CAPP) is an enforcement tool used by the San Diego Police to curb nuisance behavior at chronic party houses. Once a house has received a CAPP designation, if the police have to respond to the house again within the next year, the tenants will be arrested or issued an administrative citation (\$1,000 fine) and noise equipment may be impounded.
- House remains CAPP'd for one year and can be extended indefinitely.
- SDPD CAPP Coordinator (619) 516-3004.



STUDENT CODE OF CONDUCT

- Students are subject to disciplinary action by the SDSU Center for Student Rights and Responsibilities if found in violation of the Student Code of Conduct on or off campus.
- Can be found in the SDSU General Catalog and on the SDSU website.
 - csrr.sdsu.edu/conduct1.html

“HOUSE RULES”

Trash: Trash day in the college area is Friday. Recycling is every other week. Trash cans go to the street Thursday night or early Friday morning, and are to be put back in the proper “trash can area” of the house by Friday evening. When possible, we prefer to have trash cans not visible from the street. The exterior of the home is to be trash free. Trash attracts rats and rodents, and makes the home look bad. No trash should be visible from the street, this includes cigarette butts, old couches, beer cans, etc.

Parking: Parking permits are available for each house for street parking. You must have a permit to park on the street Monday through Friday. There are 4 passes per house address: either 3 permanent + 1 visitor, or 4 permanent. Tenants pay the city fees for this permit, and are responsible for obtaining permits on their own. The application is available at:

<https://www.sandiego.gov/parking/permits/respermit>

There is Absolutely NO PARKING on the lawn or landscaped areas.

Plumbing: The homes in the college area were built in the 1950’s, and the plumbing systems are “fragile”. Sinks are for water only. No grease or food down the sink. Scrape food into trash cans. Garbage disposals work, but are not perfect, so don’t rely on them. Only toilet tissue is to be put in toilets. **NO** feminine products, Q-tips, paper towels, etc are to be flushed down the toilet. Extra care should be taken to avoid flushing human hairs down through the shower and counter sink drains as much as possible. Tenants will be responsible for plumber costs if these rules are not followed.

Sprinklers: Lawn and landscaping is set on sprinklers. Please do not adjust the sprinkler computer system. Be careful of sprinkler heads around the driveway and in the yard.

Parties: Parties are not allowed. It is OK to have friends over, and have a good time, but do not cross the line. The San Diego Police Department gives fines of \$1,000 per tenant for throwing a party, and one to the landlord as well. Also there is the constant thread of underage drinking, liability, etc. Bottom line, do not throw parties in your house. Refer to “Getting Along with Your College Area Neighbors” brochure for more information on the college area party plan.

Roof: DO NOT GO ON THE ROOF. Not only is it dangerous, but it creates un-needed wear and tear on the roof materials. Do not go on the roof for any reason whatsoever.

Neighbors: Not everyone who lives in the college area is a student. There are families, senior citizens, professors, and others living around you. Please respect them at all times. It is important that we keep good relations with the neighbors so they don't complain more about the college students taking over the neighborhood. Show them respect and they will do the same in return.

Subleasing: Subleasing is not allowed,

Roommate Change: In situations where someone must end the lease early (a good example is going to study abroad in the middle of the lease), s/he may find a substitute person to take over his/her lease. The tenant who wishes to end the lease is solely responsible for finding the replacement tenant who must pass the landlord application process and be accepted by all current housemates. There is a **Roommate Change Fee of \$150** for each occurrence.

Security deposit from the person who breaks the lease early:

- will be charged for any damages & cleanup s/he is responsible for when s/he leaves;
- \$200 will be held by the landlord for public area cleanup when the group lease ends (any unused portion of the \$200 will be refunded after the group lease ends);
- the rest will be refunded within 21 days after s/he leaves.

Condition: We expect the property to be given back in the same condition you receive it when the lease is over. The security deposit will be used for any needed repairs/cleanup at that time.

Insurance: It is strongly advised that each tenant get a Renter's Insurance policy. These policies are cheap, and will protect you in many circumstances that can arise from living with roommates in the college area. Call your car insurance company for a quote, usually you will qualify for a multi-policy discount and this renter's policy should be next to nothing.

Report Problems: All problems to be reported directly to the Landlord as noted on the contract unless it is an emergency. If life threatening, dial 911.

Thank you for your cooperation.