

## LEASE CONTRACT

Each resident is required to sign a Lease Contract to live at a community managed by Peak Campus (“Peak Campus”). You are encouraged to review the Lease Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms. **YOU ARE URGED TO READ THIS LEASE CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit type is not available, the management team will work to get you in a different Unit type or release you from this Lease Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the Term of the Lease Contract.

You must be at least 18 years of age to execute this Lease Contract. However, if you are 17 years of age, you can execute this Lease Contract so long as you have a guarantor that is at least 18 years of age or older.

The terms used in this Lease Contract are defined:

- **Application Fee:** “Application Fee” shall mean the non-refundable fee required by Owner to process the Application. The Application Fee covers Owner’s time and expense in obtaining information about you such as checking you references and obtaining and reviewing your consumer report.
- **Common Areas:** “Common Areas” are those areas located within the Unit that are not exclusively leased to other persons residing in the Unit.
- **Community Areas:** “Community Areas” are those areas located in the Community to which all residents of the Community have general access (such as amenities, hallways, breezeways, lobbies, courtyards, study rooms, etc.).
- **Amenities:** “Amenities” are those areas specifically set forth in the Rules and Regulations for the Community.
- **Lease Contract:** “Lease Contract” or this “Contract,” which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Execution Date:** “Execution Date” shall be the date on which this Lease Contract was executed by Resident.
- **Owner:** “Owner” shall be the Owner, CV Symphony SJSU, LLC; Owner’s Agent, Everest Campus California, LLC; and the Community, 27 North.
- **Resident:** “Resident”, whether one or more shall be:
- **Guarantor:** “Guarantor” (the person who is legally responsible for all financial obligations of Resident) shall be as stated in the Guaranty of Resident Obligations Form.
- **Roommates:** “Roommates” shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** “Exclusive Bed Space” is your sole use of a bedroom (“Bedroom”) in a unit (“Apartment” or “Unit”).
- **Premises:** “Premises” shall be an Exclusive Bed Space in a \_\_\_\_\_ (Unit type) at 27 North (the “Community”) located at 27 N. 6<sup>th</sup> Street, San Jose, California 95112 (Unit/Exclusive Bed Space number and Community Address). In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Unit. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner’s request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Lease Contract as if Resident has signed this Lease Contract identifying such Exclusive Bed Space and Unit.
- **Term:** The Term of this Lease Contract shall begin at 12:00 noon on \_\_\_\_\_ (the “Commencement Date”) and end at 9:00 AM on \_\_\_\_\_ (the “Expiration Date”).
- **Rent:** “Rent” shall be paid in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_ (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Lease Contract and all applicable fees and sales taxes, collectively, “Rent”) for the Term of this Lease Contract. Rent will be due on the 1<sup>st</sup> day of the month from August through July. Rent is paid on an installment plan that is unique to student housing versus the first month of prorated rent in traditional apartment housing. Instead of prorating rent and charging a higher rate in subsequent months, Owner takes the total sum of Rent and divides it into 12 equal installments. The breakdown of a Rent Installment is set forth below:

Base Rent:	\$ _____
Other Fees Total:	\$ _____
Peak Protection Service (must be a registered student to participate):	\$ _____ *
Amount of each Rent Installment:	\$ _____

\* If you are not a registered student of a college or university, you are not eligible for Peak Protection Service. Please see the Leasing Office to sign an Opt-Out Agreement to remove this charge.

All installments of Rent and fees made payable to	27 North 27 N. 6 <sup>th</sup> Street San Jose, California 95112
APPLICATION FEE <ul style="list-style-type: none"> <li>• Renewals are not required to pay fees twice</li> <li>• Pursuant to California law you have tenant screening fee rights, including the right to a copy of your consumer credit report if one is obtained with your screening fee, a refund of any unused portion of the fee and a receipt of the costs of the screening. For more information about your rights, please visit the following link provided by the City of San Jose: <a href="http://www.leginfo.ca.gov/cgi-bin/displaycode?section+civ&amp;group+01001-02000&amp;file+1940-1945.1">http://www.leginfo.ca.gov/cgi-bin/displaycode?section+civ&amp;group+01001-02000&amp;file+1940-1945.1</a></li> </ul>	\$44.50
DEPOSIT	\$750
TELECOM FEE – DUE AT MOVE IN FOR NEW LEASES DUE ON AUGUST 1 <sup>ST</sup> FOR RENEWAL LEASES	\$55
LATE RENT CHARGE <ul style="list-style-type: none"> <li>• “Late Rent Charge” will be charged on the sixth (6<sup>th</sup>) day of the month if Rent is not paid by the fifth (5<sup>th</sup>) day of the month. Rent is delinquent until Rent is paid in full.</li> </ul>	\$50
RETURNED CHECK CHARGE FOR THE FIRST DISHONORED CHECK	\$25
RETURNED CHECK CHARGE FOR ALL SUBSEQUENT DISHONORED CHECKS	\$35
ASSIGNMENT FEE	\$750
TRANSFER FEE	\$150
Water/Sewer; Cable TV; Internet	Included in Rent
Electricity	NOT Included in Rent Resident Responsible

1. **RENT:** In consideration of Resident’s compliance with the terms of this Lease Contract, Resident shall have the right to use and occupy the Exclusive Bed Space and other areas of the Premises on the terms hereof. The first Rent Installment shall be paid by Resident on or before \_\_\_\_\_ and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month (“Due Date”). Resident is entitled to a grace period until the 5<sup>th</sup> day of the month by 5:00 p.m., and the late charge will be charged on the 6<sup>th</sup> day of the month with all Rent due without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property’s management office, located at 27 N. 6<sup>th</sup> Street, San Jose, California 95112, telephone 408-550-7828, or such other place as Owner shall designate by written notice to Resident or by posting in the elevator as provided in California Civil Code Section 1962. The Late Rent Charge does not establish a grace period; Owner may make written demand for payment if Rent is not paid on its Due Date. If the Due Date falls on a weekend on legal holiday, Resident will have until the end of the following business day. Owner and Resident agree that the charge is presumed to be the amount of damage sustained because of Resident’s late payment of Rent, and that it is impracticable or extremely difficult to fix the actual damage. The normal hours available to make payments in person are from 10 am to 6 pm, Monday through Friday, and 10 am to 5 pm on Saturday, or at such other place or in such manner as Owner may from time to time designate. If applicable, a twenty-four hour, seven days a week Rent payment drop box is available at the same location listed above. All other charges due for services provided or charges assessed, including, but not limited to, amounts owed as liquidated damages for violating the Rules and Regulations, are hereinafter collectively referred to as “Additional Rent.” In the event any such charges are due under this Lease Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any Late Rent Charges incurred by virtue of Resident’s failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes. All Rent Installments and all other charges due shall be paid by personal check, cashier’s check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods as allowed by applicable law. Owner shall have the right to refuse any tender of payment in cash and third party checks. Payments by third parties may be accepted, at Owner’s sole discretion, for the benefit of Resident, however, acceptance will not constitute Owner’s consent to a sublease, assignment or other transfer. Owner is not

responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. If the bank returns Resident's Rent checks more than once, Resident will pay the applicable Returned Check Charges and Owner may serve 30 days' written notice that the next three (3) installments of Rent be paid by certified check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay a late charge as set forth herein, which amount shall be considered as Additional Rent. Late Rent Charges are due and payable when assessed. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to be paid. Resident acknowledges the Returned Check Charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any returned check must be redeemed in cashier's check or money order.

2. **DEPOSIT:** Resident shall deposit with Owner \$1000 as a security deposit ("Deposit") to secure Resident's faithful performance of all of Resident's obligations under this Lease Contract, including the payment of Rent, and cleaning and repair of the Premises upon surrender. The Deposit may not exceed 2 month's rent for an unfurnished dwelling, and 3 month's rent for a furnished dwelling. The Deposit may not exceed two and a half month's rent for an unfurnished dwelling, and three and a half month's rent for a furnished dwelling in the event you install water furniture. No portion of the Deposit shall be deemed Rent for any rental month, unless so specified or Owner so elects, nor shall it constitute a measure of Owner's damages in the event of default. Any deductions from the Deposit made by Owner, other than for Rent or cleaning the Premises, shall be deemed to be for repair or damages caused by Resident or Resident's guests or invitees, which shall include damage to the Common Areas. If the Deposit is not sufficient for such purposes, Owner may proceed with collection of the deficiency from Resident. Within three (3) weeks after Resident vacates the Premises, the Deposit shall be returned to Resident by postage prepaid certified mail, return receipt requested, less deductions allowed by law. The Deposit may be used to compensate Owner for Resident's default in the payment of Rent, to repair damages to the Premises, exclusive of ordinary wear and tear, caused by Resident or his/her guest or licensee, clean the Premises upon termination of the tenancy, and to remedy future defaults by Resident in any obligation under the Lease Contract to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear. Within this three (3) week period, Owner shall mail to Resident, by postage prepaid certified mail, return receipt requested, an itemized statement showing the total amount of the Deposit and the deductions therefrom, if any. The deposits will be held in an interest-bearing account at the following bank: Private Bank of Buckhead, 3565 Piedmont Rd. NE #210, Atlanta, GA 30305. Resident 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, Owner will inspect the Premises and provide Resident with a list of repairs to be made at the Resident's expense. The purpose of this inspection is to allow the Resident the opportunity to identify and correct any deficiencies in the Premises in order to avoid security deposit deductions. Resident has the right to be present during that inspection.

3. **UTILITIES AND SERVICES:**

- a. Owner agrees to furnish water, sewer, trash, cable TV, and Internet access (unless indicated otherwise on page 2 above) for the Unit, but Resident and Roommates must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Lease Contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

- b. Electricity will be billed to the Unit by Pacific Gas & Electric ("PG&E") based on the meter readings for the Unit. It is Resident's responsibility to arrange for service with PG&E, and allocate charges among other Unit residents.
- c. Resident will receive monthly billing statements. Residents will generally receive bills approximately 60 days after the last day in the billing cycle (i.e. utilities consumed in January will be billed on approximately March 1st). Billing statements are payable within 10 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 Lease Contract and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed Additional Rent. Utility billings will be prorated as necessary. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Exclusive Bed Space, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Owner provides Resident with an accounting of Resident's security deposit, Owner may estimate the amount based on prior consumption until actual numbers become available. Utility billing statements will include a monthly service charge of \$3.50. The service charge represents the reasonable value of services provided by Owner or the utility billing company to allocate the utility costs to the responsible parties, provide billing, and process payments. The monthly service charge is subject to change upon sixty days' written notice of increase sent by first class mail to Resident. It is agreed that the Late Rent Charge is a fair and reasonable estimate of actual expenses incurred by Owner as a result of late payment. The actual expenses are not susceptible to ready calculation but include the costs of late payment accounting, the cost of accounting amounts advanced to the utility, the costs of communicating with the Resident with regard to the delinquent account, and the lost investment value of funds advanced for Resident's utility obligations. Payment of a late fee will not excuse Resident's obligation to pay the underlying utility charge. Application of a late fee will not bar Owner from any other remedies allowed under the Lease Contract or applicable law.
- d. If it is necessary for Owner to pay any costs or repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Lease Contract, then Resident will reimburse Owner for such amount, which is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the Term of the Lease Contract, even if Resident moves out prior to the Expiration Date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's Roommates to Owner for such charges which shall be considered Additional Rent. Any failure to pay amounts as listed herein shall result in a default under the Lease Contract.

**Accounts:** Resident will be charged for the full period of time from the commencement date of the Lease Contract until its expiration date, regardless of whether Resident physically occupies the unit. The billing methods described above may be changed by Owner by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Resident agrees that Owner may estimate any and all charges above upon Resident's move-out (and such amounts shall be deemed final). Upon Resident's request, Owner will provide a copy of its applicable utility bills and all applicable bills issued to Residents. The bill will be sent to Resident by Conservice Utility Management and Billing, a third party billing provider.

4. **ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Lease Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates, or other residents that reside at the Community, does not constitute grounds for termination of this Lease Contract by Resident.
5. **POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rent Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Lease Contract. If Resident does not move in once the Premises are ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorneys' fees, and may apply any deposits or monies of Resident in possession of Owner to Resident's outstanding balance.

6. **USE:** Resident shall occupy the Premises during the Term of this Lease Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Lease Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use, or allow another person to occupy or use, an empty exclusive bed space within the Unit and Premises. In addition to its other remedies following a breach, Rent will be assessed to Resident as of the date Owner deems that an empty exclusive bed space is occupied or used.
7. **CONDITION OF PREMISES:** Resident has examined the Premises, including, but not limited to, the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS," and acknowledges that the same are in good, clean and sanitary working order, condition and repair, unless noted to the contrary on Owner's copy of the Lease Contract. The Move In/Move Out Condition form attached hereto shall be deemed incorporated herein by reference. Upon termination of the tenancy, Resident shall return the Premises to Owner in as good working order, condition and repair as when received, ordinary wear and tear excepted, and free of all Resident's personal property, trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies, or walls, among other types of damage, do not constitute ordinary or reasonable wear and tear. Any costs incurred by Owner to restore the Premises to rentable condition (including any unpaid Rent and damages) shall be withheld and any refund of Resident's Deposit shall be made in the amount and manner established by California Civil Code Section 1950.5.

Resident acknowledges that no representations as to the condition or repair of the Premises, nor as to Owner's intentions with respect to any improvement, alteration, decoration or repair of the Premises, have been made to Resident, except as otherwise noted on Owner's copy of this Lease Contract. Throughout the Term of this Lease Contract, Resident shall:

- a. Keep the Premises in clean and sanitary condition;
- b. Dispose of all Resident's rubbish, garbage and waste in a clean and sanitary manner;
- c. Properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition;
- d. Not permit any person in or about the Premises with Resident's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do any such thing; and
- e. Occupy and use the Premises in the manner in which they were designed and intended to be occupied and used, as designated in the Lease Contract.

Resident shall be liable for the expenses of any repair caused by Resident's failure to comply with these conditions. At Owner's election, Owner may deduct such expenses from Resident's Deposit and may thereafter demand that Resident pay an amount equal to the amount deducted from said Deposit so as to restore the Deposit to the amount required by this Lease Contract. Notwithstanding the above, it is Owner's obligation to maintain the Premises in a habitable condition; but Owner is not responsible for defective conditions caused by Resident's own malfeasance or nonfeasance or that of any other person with Resident's permission. In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

8. **LIABILITY OF RESIDENTS:** Each resident of a Unit is jointly and severally liable with the other residents of the Unit for all damages to the Unit exceeding normal wear and tear; however, in the event of default by another resident of the Unit, your liability is several, that is, you are liable for       % of the total Lease Contract obligations relating to the payment of Rent, utilities and other payment obligations under this Lease Contract. Residents are responsible for any damage or violations caused by their guests.
9. **EARLY TERMINATION OF LEASE CONTRACT:** Resident acknowledges there is no right to early termination of the Lease Contract and Resident will not be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job

transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. However, residents may have the right under California law to terminate the Lease Contract in certain situations involving family violence, military service, human trafficking, sexual assault, elder or dependent adult abuse or stalking, by providing the required proof per state law and Everest Campus California's policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

10. **ASSIGNMENTS/SUBLEASES: Subletting is not permitted.** The prohibition on subletting applies equally to any parking space, garage, storage area or other rented space made available to Resident. Resident shall not assign or transfer Resident's interest in the Lease Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner. If Owner consents to an assignment of the Lease Contract, all rent and other payments must be made by the assignee ("Assigned Resident") directly to Owner. All assignees approved by Owner agree to comply with all the terms of this Lease Contract as if they had originally executed this Lease Contract. Resident will remain liable to Owner for payment of the rent and other sums due under this Lease Contract and for performance of the obligations contained in this Lease Contract even after an assignment is approved by Owner. Resident will be responsible to pay Owner the assignment fee ("Assignment Fee"). Consent shall be withheld until all fees are paid and replacement is fully qualified. Owner's consent to one assignment will not be construed as consent to any further request for an assignment or a waiver of Owner's right, in Owner's discretion, to consent to future requests. Owner is NOT RESPONSIBLE FOR FINDING RESIDENT AN ASSIGNEE.

**RENTAL PROHIBITED:** Except as provided above, Resident agrees not to rent or offer to rent all or any part of the Premises to anyone else. Resident agrees not to accept anything of value from anyone else for the use of any part of the Premises. Resident agrees not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for rent.

11. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and/or Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair or replacement is not required upon Residents vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.
12. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report to Owner, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises at the management office or designated place (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Lease Contract, and Owners' written notes regarding Resident's oral requests do not constitute a written request from Resident. Resident must immediately notify Owner in writing of water leaks, visible mold (pursuant to California Civil Code Section 1941.7), electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, carbon monoxide or smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Except as prohibited by law, Owner may suspend any utility or other service to the Community and/or turn off equipment to avoid property damage or to perform work requiring such interruption, as determined in Owner's sole judgment.

Resident shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

13. **OWNER'S RIGHT OF ENTRY:** Owner will have the right to enter the Premises, Bedroom, Unit, or other units at the Community 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/carbon monoxide detectors; exhibit the Unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; or to make an inspection pursuant to subdivision (f) of Civil Code Section 1950.5, when the Resident has abandoned or surrendered the Premises, and pursuant to court order. Owner will serve Resident with reasonable advance written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the Unit;
  - Resident and Owner 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;
  - Resident is present and consents to entry at the time of entry; or
  - To exhibit the Unit to prospective or actual purchasers of the Community, provided that Owner has notified Resident in writing within 210 days of the oral notice that the Community is for sale and that Resident may be contacted to allow for an inspection.
14. **RESIDENT'S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. However, Owner will comply with any requirements of applicable law with respect to providing door locks and window locking or security devices to units in the Community.

While the Community has been designed with safety features, Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties, or other events. **Each Resident and his/her guest(s) or invitee(s) is responsible for protecting his or her own person and property.** Residents are encouraged to be vigilant and must not allow others to follow them or their vehicles through any controlled access point, and should not leave valuables unattended in public or common areas. Residents are asked to promptly report all suspicious activity. Residents are encouraged to contact the Campus Security or the San Jose Police Department in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, carbon monoxide or smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, carbon monoxide/smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove any carbon monoxide/smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from any false alarm will be charged to Resident as Additional Rent, including, but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges.

In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing or propping the gates open; not giving Resident's card or remote to anyone else; not tampering with the vehicular or pedestrian gates). Owner has no duty to maintain the gates or fencing.

A resident's request or notice regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's key fob or access control card if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's household, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by applicable law.

15. **RELOCATION:** For purposes of operating efficiency, Owner reserves the right to relocate Resident to another unit or exclusive bed space at the Community. In the event of a maintenance issue or emergency issue, as determined by Owner, Owner may relocate Resident to another unit in the Community. If required by Owner to relocate, Resident will not be required to pay the Transfer Fee. Owner, to the extent practical and in Owner's sole discretion, will use commercially reasonable efforts to honor Resident's request for a particular unit.

16. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest(s), licensee(s), or invitee(s), the Premises may be promptly restored and repaired by Owner, and any Rent Installment(s) for the period that the Premises is not livable shall abate unless Owner provides Resident with alternative living space, in which event Rent Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Lease Contract may be terminated by Owner, in which event the remaining unpaid Rent Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guest(s), licensee(s), or invitee(s) of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
17. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, Exclusive Bed Space, and Community. **Owner is not liable to Resident, Roommates, or their respective guests or invitees for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, surges or interruption of utilities or other occurrences unless such damage, injury, or loss is directly caused by the gross negligence of Owner. To the extent allowed by law, Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including, but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable.
18. **LIABILITY INSURANCE REQUIREMENT:** Owner requires that resident maintain liability insurance in the amount of one hundred thousand dollars (\$100,000.00) or more, covering both property damage and bodily injury resulting from resident's negligence. Such policy shall be written as primary, and shall not be contributory with or in excess of any coverage carried by Owner. Resident shall provide a certificate of insurance naming Owner (CV Symphony SJSU, LLC) as certificate holder, and shall request that Owner be named as an Additional Insured and that owner be given notice in the event of cancellation. In the event that Resident does not have their own liability insurance policy, Owner has arranged for Arthur J. Gallagher to provide liability insurance for residents of 27 North that will meet this liability insurance requirement. Please visit the property website to purchase a policy from Arthur J. Gallagher & Co.
19. **PEAK PROTECTION SERVICE:** As an added service to Resident(s), Owner will automatically include a \$10 per month per resident charge in this Lease Contract for damage or replacement coverage for personal property through a program administered by CSI Insurance ("Peak Protection Service"), which is not affiliated with Owner. Resident must be a registered student with a college or university in order to qualify for coverage. Owner is not responsible for processing or payment of any claims nor is it responsible for denial of claims. Participating resident must process claims directly with CSI Insurance according to its instructions. Owner will provide CSI Insurance Claims Department's contact information to Resident upon request. Resident may opt out of the Peak Protection Service by contacting the management office and completing the required Opt-Out Form, according to the terms and conditions of the Opt-Out Form. By completing the Opt-Out Form, Resident acknowledges that Resident shall not be allowed to file any claims for loss or damage to Resident's personal property under the Peak Protection Service, and Resident shall be personally responsible for damage to Resident's property as stated above. Once the Opt-Out Form is signed, Resident will not be eligible for Peak Protection Service until the next lease term. Residents who do not pay the \$10 per month charge will also not have the benefit of this service and will be automatically opted out of the program, whether or not an Opt-Out Form is completed. The Peak Protection Service may be discontinued at any time (and the monthly charge for the service will be stopped). The program may not cover all items desired by Resident, so Resident should review the policy and procure additional coverage as Resident deems necessary.
20. **OWNER'S PERMISSION OR CONSENT:** This Lease Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Lease Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to



Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.

21. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner in writing, of any alleged violation by Owner of any of its obligations arising under this Lease Contract or otherwise. Owner has designated Everest Campus California, LLC as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Lease Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: Everest Campus California, LLC, 2970 Clairmont Road, Suite 310, Atlanta, GA 30329; c/o Vice President of Property Management. The telephone number for the Corporate Office is 404-920-5300. Owner may give Resident notice by any method allowed by applicable law. Notices for all management purposes will be served in accordance with California law. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law. Any condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following the service by Owner on Resident of a written notice setting forth the change in such condition.
22. **DEFAULT BY RESIDENT:** Resident (and Resident's guests or invitees, if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including, but not limited to, those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in effect or which may be hereafter be enacted. Resident will be in default under this Lease Contract if: (1) Resident fails to pay Rent, any Rent Installment or Additional Rent, or any other amount owed, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's Lease Application is untrue or misleading; (5) Resident or Resident's guest(s) or invitee(s) violates this Lease Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (6) illegal drugs or paraphernalia are found in the Premises (**whether or not Owner can establish possession. Owner does not accept medical marijuana prescriptions as a controlled substance pursuant to federal and state law**); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges, or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects. **WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY, INCLUDING YOUR UNIT. Owner does not guarantee a firearms-free environment.**

For any breach of a covenant or condition of this Lease Contract, Owner may, at its option, serve a three (3) day notice:

1. Specifying the nature of the breach; and
2. Demanding that Resident cure the breach if the breach can be cured.

The notice may further declare that, if Resident fails to cure a curable breach within the three (3) day period or if the breach is not curable, the tenancy is terminated and Resident forfeits all rights under this Lease Contract.

The Premises shall be deemed abandoned by Resident if, after a failure by Resident to pay an installment of Rent pursuant to this Lease Contract, or any portion thereof, for any rental month, and after the date of service of a written notice on Resident pursuant to California Civil Code §1951.3, demanding that Resident either pay the amount of Rent then due or quit the Premises, (i) Resident has been absent from the Premises for a period of 14 consecutive days, and (ii) Resident has neither contacted Owner in person nor cured said Rent default.

In the event of any default by Resident or the failure by Resident to observe or perform any of the express or implied covenants or provisions of this Lease Contract to be observed or performed by Resident, Owner may at any time thereafter, with or without further notice or demand and without limiting Owner in the exercise of any right or remedy which Owner may have by reason of such default:

- (i) Terminate Resident's right to possession of the Premises by any lawful means, in which case this Lease Contract and the Term hereof shall terminate and Resident shall immediately surrender possession of the Premises to Owner in the condition required by this Lease Contract. In such event Owner shall be

entitled to recover from Resident all damages incurred by Owner by reason of Resident's default including, but not limited to:

- a. The worth at the time of award of the unpaid Rent which had been earned at the time of termination. "Worth at the time of award" shall be computed by allowing interest at ten percent (10%) per annum from the first day the breach occurred;
  - b. The worth at the time of 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 Resident proves could have been reasonably avoided. "Worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum from the first day the breach occurred;
  - c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Resident proves could be reasonably avoided. "Worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%);
  - d. Any other amount necessary to compensate Owner for all the detriment proximately caused by Resident's failure to perform its obligations under this Lease Contract or which in the ordinary course of things would be likely to result there from, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, attorneys' fees, costs of alterations and repairs, recording fees, filing fees and any other expense customarily resulting from obtaining possession of and re-leasing the Premises. Efforts by Owner to mitigate damages caused by Resident's default shall not waive Owner's right to recover damages under this Lease Contract.
- (ii) Maintain Resident's right to possession in effect under California Civil Code Section 1951.4 in which case this Lease Contract shall continue in effect whether or not Resident shall have vacated or abandoned the Premises. In such event Owner shall be entitled to enforce all of Owner's rights and remedies under this Lease Contract, including the right to recover Rent as it becomes due hereunder. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver to protect Owner's interest under this Lease Contract, shall not constitute a termination of Resident's right to possession.
- (iii) Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of California.
- (iv) Resident must pay all collection agency fees if Resident fails to pay all Rent due within 10 days after Owner sends a letter demanding payment and stating that collection agency fees will be added if Resident does not pay all Rent by that deadline.

23. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Lease Contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Lease Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates, collectively, shall not have more than ten (10) persons in the Premises and Unit at any one time.

24. **ANIMALS:** No animals are allowed, even temporarily, anywhere in the Premises or the Community unless Owner has previously so authorized in writing. If Owner allows an animal (a dog or cat), Resident must sign a separate animal addendum and pay a pet fee ("Pet Fee"). A Pet Fee is non-refundable. Owner will authorize a support animal as a reasonable accommodation related to a disability, pursuant to applicable law. Owner may require a written statement from a qualified professional verifying the need for the support animal. Resident must not feed stray or wild animals.

If Resident or any guest or occupant violates animal restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during Resident's term of occupancy (with or without Owner's consent) Owner will charge Resident for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for Owner's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of the Default by Resident section(s) of this Lease Contract. Owner may (but is not required to) keep or kennel the

animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss harm, sickness, or death of the animal unless due to Owner's sole negligence. Owner will return the animal to Resident upon request if the animal has not already been turned over to a humane society or local authority. Resident must pay for the animal's reasonable care and kenneling charges. Owner has no lien on the animal for any purpose.

25. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding lease contract with Owner for the next succeeding term (a "New Lease Contract"), the terms of this Lease Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rent Installments hereunder) until the beginning of the term provided in the New Lease Contract (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the term of the New Lease Contract. If Resident does not execute a New Lease Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Bed Space, Premises, and Unit in the New Lease Contract. Should Resident default on the current Lease Contract, Resident will still be responsible for the current Lease Contract and the New Lease Contract.
26. **MOVE-OUT PROCEDURES:** Upon termination of this Lease Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of such billing.
27. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law.

After Resident vacates the Premises, either by (a) expiration of this tenancy term, (b) termination of the tenancy pursuant to notice as stated in the Lease Contract, or (c) abandonment or surrender, Owner may re-enter and retake possession of the Premises. Owner shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. Any personal property remaining in the Premises shall be returned to Resident, placed in storage or disposed of as provided in Civil Code Sections 1965 et seq., 1980 et seq., or Code of Civil Procedure Section 1174. Prior to such sale, Owner shall give Resident a "Notice of Right to Reclaim Abandoned Property" in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. Resident shall be liable for all costs, fees and damages incurred by Owner, and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner, or otherwise constitute a release of Resident from the terms of this Lease Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

28. **HOLDING OVER:** In the event that a New Lease Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Lease Contract, and Owner accepts Rent from Resident, the tenancy shall continue; however, the occupancy shall become a month-to-month tenancy. If Resident willfully and maliciously remains in possession of the Premises after the Expiration Date or termination of the tenancy, Owner may recover up to six hundred dollars (\$600) in statutory damages, in addition to actual damages, including Rent found due. Owner shall also have the right, but shall not be obligated to, proceed with a suit under applicable law against Resident to recover possession of the Premises.

29. **PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.
30. **SUBORDINATION:** The lien of any lender(s) of the Community will be superior to Resident's rights under this Lease Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Lease Contract. If lender continues the Lease Contract, Resident will accept and recognize any such lender as the "Owner" under this Lease Contract, and in such case, every reference to "Owner" in this Lease Contract shall apply with equal force to the lender.
31. **LIABILITY/INDEMNIFICATION:** Owner will not be liable to Resident or Resident's guest(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including, without limitation, theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with Roommates. Owner has no duty to remove ice, sleet, or snow, but may do so in whole or in part, with or without notice. **EXCEPT FOR OWNER'S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENT AND RESIDENT'S REPRESENTATIVES, HEIRS, ASSIGNS, AND SUCCESSORS RELEASE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS THEREOF (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES AND AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ALL LOSSES INCURRED AS A RESULT OF: (A) LOSS OR THEFT OF RESIDENT'S OR RESIDENT'S GUESTS' PERSONAL PROPERTY; (B) RESIDENT'S FAILURE TO FULFILL ANY CONDITION OF THIS LEASE CONTRACT; (C) ANY AND ALL LIABILITY FOR INJURY OR LOSS RELATING TO RESIDENT'S USE AND OCCUPANCY OF THE PREMISES OR COMMUNITY; (D) ANY DAMAGE OR INJURY HAPPENING IN OR ABOUT THE PREMISES OR COMMUNITY TO RESIDENT'S GUEST(S), LICENSEE(S), INVITEE(S), OR SUCH PERSON'S PROPERTY; AND (E) RESIDENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS.** RESIDENT AND GUESTS ASSUME ANY AND ALL RISKS IN CONNECTION WITH USE OF THE UNIT, THE COMMUNITY, AND THE RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE SUPPLIED FOR RESIDENT'S USE, AND AT THE USER'S SOLE RISK.
32. **ATTORNEYS' FEES:** In the event any action or proceeding is brought by any party to enforce any terms of this Lease Contract, to declare rights under this Lease Contract, or to recover possession of the Premises, or in any litigation concerning or arising under this Lease Contract, the prevailing party shall recover from the other party his or her costs and attorneys' fees incurred in connection with such action.
33. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Lease Contract if Resident demonstrates that Resident meets the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, Resident may terminate Lease Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the Lease Contract if:
- (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
  - (2) Resident (i) receives orders for permanent change-of-station, or (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.
- After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Term of the Lease Contract and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause.
34. **STATE LAW:** The law governing this Lease Contract is the law of the state in which the Community is located. The Lease Contract is performable and venue for any action shall be proper in the county in which the Community is located.

35. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Lease Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Lease Contract may require. This Lease Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.
36. **ASSIGNMENT OF OWNER'S INTEREST:** In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Resident shall recognize the transferee as "Owner" under this Lease Contract for the remainder of the Term, and thereafter, this Lease Contract shall continue as a direct Lease Contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; be bound by any previous prepayment of more than one month's Rent Installment; or be required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another owner, the new owner has the right to terminate all Lease Contracts within 30 days' notice at any time after the sale of the Community.
37. **MEGAN'S LAW NOTICE:** Disclosure Pursuant to Civil Code 12079.10a. Registered Sex Offenders 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](http://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.
38. **PROPOSITION 65 WARNING:** This disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to Resident and is available at [www.prop65apt.org](http://www.prop65apt.org). Environmental Disclosure Notice: The State of California requires that Owner warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from the building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including, but not limited to, the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils. Because of the possible danger posed if asbestos fibers are released into the Premises, Resident may not take or permit any action which in any way damages or disturbs the ceiling in the Premises, including, but without limitation: piercing the surface of the ceiling by drilling or any other method; hanging plants, mobiles, or other objects from the ceiling; attaching any fixtures to the ceiling; allowing any objects to come in contact with the ceiling; painting, cleaning, or undertaking any repairs of any portion of the ceiling; replacing light fixtures; engaging in any activity which results in building vibration which may cause damage to the ceiling.
39. **WATERBEDS:** Resident may install and maintain a waterbed on the Premises only in compliance with California Civil Code Section 1940.5, as that Section provides on the Execution Date of this Lease Contract, and as it may thereafter be amended from time to time. In particular, Resident must furnish to Owner, prior to installation, a valid waterbed insurance policy for property damage. The policy shall be written for no less than one hundred thousand dollars (\$100,000) of coverage. The bedding shall conform to the pounds-per-square-foot weight limitation and placement as dictated by the floor load capacity of the residential structure. Resident shall give Owner written notice 24 hours prior to the installation, removal, or movement of the waterbed. Resident shall comply with safety standards regarding the installation, maintenance, and removal of the waterbed. Resident shall conform to Owner's reasonable specifications for placement within the Premises. Owner shall have the right to inspect the bedding installation subject to the notice requirements of Section 1954 of the California Civil Code. Owner may serve Resident with written notice to give Resident three (3) days to either correct a violation or to remove the bedding, unless there is an immediate danger to the Premises, in which case, there shall be immediate corrective action. Resident shall be required to pay Owner an extra security deposit equal to one-half of one month's Installment of Rent.
40. **NOTICE OF NEGATIVE CREDIT REPORT:** Pursuant to California Civil Code §1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

41. **POLITICAL SIGNS:** You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.
42. **PESTICIDE APPLICATION:** Owner and/or Owner's Authorized Agent may apply pesticides as authorized by applicable law. Owner will provide notice to Resident and any adjacent dwelling units as required by California Civil Code Section 1940.8.5. State law requires that you be given the following information:

CAUTION--PESTICIDES ARE TOXIC CHEMICALS. 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 of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following: for Health Questions--the County Health Department (telephone number) and for Regulatory Information--the Department of Pesticide Regulation (916-324-4100).

43. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty of Resident Obligations. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the Lease Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Lease Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Lease Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Lease Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Lease Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE LEASE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE LEASE CONTRACT.**
44. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and acknowledges that the Rules and Regulations are part of the Lease Contract and are incorporated herein by reference. Resident further agrees to abide by all Rules that are posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
45. **SMOKING PROHIBITED:** In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including all buildings, Units, Exclusive Bed Space, atriums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke or vapor is intended to be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Smoking is allowed only in officially posted designated smoking areas away from buildings. Violation of this paragraph constitutes a material default under this Lease Contract, and entitles Owner to exercise all default remedies. In addition, Owner shall have the right to impose reasonable charges for the violation of this provision.

Neither Owner nor its managing agent guarantee or warranty Resident's health or the smoke-free condition of the designated non-smoking areas. Owner makes no implied or express warranties that the Premises or Community will have higher air quality standards than any other areas. Resident acknowledges that the success of Owner's efforts to make the designated areas smoke-free are dependent on voluntary compliance by Resident and others.

46. **SPECIAL PROVISIONS:** If Resident fails in any respect to fulfill the full obligations of this Lease Contract, Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals received by Resident in connection with this Lease Contract.
47. **ARBITRATION:** THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. THE PARTIES AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW) OR A HABITABILITY CLAIM (AS SET FORTH BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS LEASE CONTRACT, THE EXCLUSIVE BED SPACE, UNIT, PREMISES, OR THE COMMUNITY, WHETHER FOR DAMAGES OR FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN RESIDENT AND OWNER SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. IF OWNER AND RESIDENT CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY-PREVAILING PARTY IN SUCH ARBITRATION.

**CLASS ACTION WAIVER:** RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THIS LEASE CONTRACT. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS LEASE CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF.

**EXCLUDED CLAIMS:** AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THIS LEASE CONTRACT. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO CALIFORNIA CIVIL CODE TITLE 5, SECTIONS 1925 – 1954 (EXCEPT SECTIONS 1941 – 1942.1 RELATED TO HABITABILITY) (HIRING OF REAL PROPERTY). AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

**SECTIONS 1941 – 1942.1 HABITABILITY ARBITRATION:** CONSISTENT WITH SECTION 1942 OF THE CALIFORNIA CIVIL CODE, THE PARTIES AGREE THAT CLAIMS ARISING UNDER SECTION 1941 THROUGH 1942.1 SHALL BE SUBMITTED TO ARBITRATION ON THE APPLICATION OF EITHER RESIDENT OR OWNER, PURSUANT TO THE PROVISIONS OF TITLE 9 (COMMENCING WITH SECTION 1280), PART 3 OF THE CODE OF CIVIL PROCEDURE, AND THE COSTS OF SUCH ARBITRATION SHALL BE APPORTIONED BY THE ARBITRATOR BETWEEN THE PARTIES. A COPY OF SECTIONS 1941 THROUGH 1942.1 OF THE CALIFORNIA CIVIL CODE ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A" AS REQUIRED BY APPLICABLE LAW. CLAIMS ARISING UNDER THESE STATUTORY SECTIONS ARE NOT EXCLUDED CLAIMS AND ARE NOT SUBJECT TO FAA ARBITRATION.

48. **CONSENT TO SOLICITATION:** Resident hereby expressly authorizes Owner, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives of the previously listed persons/entities, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, Resident further expressly consents and authorizes any Authorized Entities to communicate with Resident at any phone number or email address or other unique electronic identifier or mode that Resident provides to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident. Any Authorized Entity may communicate with Resident using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages, electronic mail directed to Resident's internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to Resident through any medium. Resident authorizes any and all of the communication methods described in this paragraph even if Resident will incur a fee or a cost to receive such communications. Resident further promises to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident provided to any Authorized Entity changes or is no longer used by Resident.

\* If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by your initialing and signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.

49. **SEVERABILITY:** In the event any provision of this Lease Contract is determined to be invalid or unenforceable, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all other provisions of this Lease Contract and all other applications by any such provision(s) shall not be affected.



**EXHIBIT "A"****CALIFORNIA CIVIL CODE SECTIONS 1941 THROUGH 1942.1**

[1941.] Section Nineteen Hundred and Forty-one. The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine.

1941.1. (a) A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

- (1) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- (2) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.
- (4) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
- (6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- (7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.
- (8) Floors, stairways, and railings maintained in good repair.
- (9) A locking mail receptacle for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and Safety Code. This subdivision shall become operative on July 1, 2008.

(b) Nothing in this section shall be interpreted to prohibit a tenant or owner of rental properties from qualifying for a utility energy savings assistance program, or any other program assistance, for heating or hot water system repairs or replacement, or a combination of heating and hot water system repairs or replacements, that would achieve energy savings.

1941.2. (a) No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:

- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
- (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- (5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(b) Paragraphs (1) and (2) of subdivision (a) shall not apply if the landlord has expressly agreed in writing to perform the act or acts mentioned therein.

1941.3. (a) On and after July 1, 1998, the landlord, or his or her agent, of a building intended for human habitation shall do all of the following:

- (1) Install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock shall be installed in conformance with the manufacturer's specifications and shall comply with applicable state and local codes including, but not limited to, those provisions relating to fire and life safety and accessibility for the disabled. When in the locked position, the bolt shall extend a minimum of 13/16 of an inch in length beyond the strike edge of the door and protrude into the doorjamb. This section shall not apply to horizontal sliding doors. Existing dead bolts of at least one-half inch in length shall satisfy the requirements of this section. Existing locks with a thumb-turn deadlock that have a strike plate attached to the doorjamb and a latch bolt that is held in a vertical position by a guard bolt, a plunger, or an auxiliary mechanism shall also satisfy the requirements of this section. These locks, however, shall be replaced with a dead bolt at least 13/16 of an inch in length the first time after July 1, 1998, that the lock requires repair or replacement. Existing doors which cannot be equipped with dead bolt locks shall satisfy the requirements of this section if the door is equipped with a metal strap affixed horizontally across the midsection of the door with a dead bolt which extends 13/16 of an inch in length beyond the strike edge of the door and protrudes into the doorjamb. Locks and security devices other than those described herein which are inspected and approved by an appropriate state or local government agency as providing adequate security shall satisfy the requirements of this section.
- (2) Install and maintain operable window security or locking devices for windows that are designed to be opened. Louvered windows, casement windows, and all windows more than 12 feet vertically or six feet horizontally from the ground, a roof, or any other platform are excluded from this subdivision.
- (3) Install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments. This paragraph does not require the installation of a door or gate where none exists on January 1, 1998.

(b) The tenant shall be responsible for notifying the owner or his or her authorized agent when the tenant becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit. The landlord, or his or her authorized agent, shall not be liable for a violation of subdivision (a) unless he or she fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

(c) On and after July 1, 1998, the rights and remedies of tenant for a violation of this section by the landlord shall include those available pursuant to Sections 1942, 1942.4, and 1942.5, an action for breach of contract, and an action for injunctive relief pursuant to Section 526 of the Code of Civil Procedure. Additionally, in an unlawful detainer action, after a default in the payment of rent, a tenant may raise the violation of this section as an affirmative defense and shall have a right to the remedies provided by Section 1174.2 of the Code of Civil Procedure.

(d) A violation of this section shall not broaden, limit, or otherwise affect the duty of care owed by a landlord pursuant to existing law, including any duty that may exist pursuant to Section 1714. The delayed applicability of the requirements of subdivision (a) shall not affect a landlord's duty to maintain the premises in safe condition.

(e) Nothing in this section shall be construed to affect any authority of any public entity that may otherwise exist to impose any additional security requirements upon a landlord.

(f) This section shall not apply to any building which has been designated as historically significant by an appropriate local, state, or federal governmental jurisdiction.

(g) Subdivisions (a) and (b) shall not apply to any building intended for human habitation which is managed, directly or indirectly, and controlled by the Department of Transportation. This exemption shall not be construed to affect the duty of the Department of Transportation to maintain the premises of these buildings in a safe condition or abrogate any express or implied statement or promise of the Department of Transportation to provide secure premises. Additionally, this exemption shall not apply to residential dwellings acquired prior to July 1, 1997, by the Department of Transportation to complete construction of state highway routes 710 and 238 and related interchanges.

1941.4. The lessor of a building intended for the residential occupation of human beings shall be responsible for installing at least one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order, shall ensure that the inside telephone wiring meets the applicable standards of the most recent California Electrical Code, and shall make any required repairs. The lessor shall not restrict or interfere with access by the telephone utility to its telephone network facilities up to the demarcation point separating the inside wiring.

"Inside telephone wiring" for purposes of this section, means that portion of the telephone wire that connects the telephone equipment at the customer's premises to the telephone network at a demarcation point determined by the telephone corporation in accordance with orders of the Public Utilities Commission.

1941.5. (a) This section shall apply if a person who is restrained from contact with the protected tenant under a court order or is named in a police report is not a tenant of the same dwelling unit as the protected tenant.

(b) A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks.

- (c) (1) If a landlord fails to change the locks within 24 hours, the protected tenant may change the locks without the landlord's permission, notwithstanding any provision in the lease to the contrary.
- (2) If the protected tenant changes the locks pursuant to this subdivision, the protected tenant shall do all of the following:
- (A) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.
  - (B) Notify the landlord within 24 hours that the locks have been changed.
  - (C) Provide the landlord with a key by any reasonable method agreed upon by the landlord and protected tenant.
- (3) This subdivision shall apply to leases executed on or after the date the act that added this section takes effect.
- (d) For the purposes of this section, the following definitions shall apply:
- (1) "Court order" means a court order lawfully issued within the last 180 days pursuant to Section 527.6 of the Code of Civil Procedure, Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, or Section 213.5 of the Welfare and Institutions Code.
  - (2) "Locks" means any exterior lock that provides access to the dwelling.
  - (3) "Police report" means a written report, written within the last 180 days, by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity, stating that the protected tenant or a household member has filed a report alleging that the protected tenant or the household member is a victim of domestic violence, sexual assault, or stalking.
  - (4) "Protected tenant" means a tenant who has obtained a court order or has a copy of a police report.
  - (5) "Tenant" means tenant, subtenant, lessee, or sublessee.

1941.6. (a) This section shall apply if a person who is restrained from contact with a protected tenant under a court order is a tenant of the same dwelling unit as the protected tenant.

(b) A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order that excludes from the dwelling unit the restrained person referred to in subdivision (a). The landlord shall give the protected tenant a key to the new locks.

- (c) (1) If a landlord fails to change the locks within 24 hours, the protected tenant may change the locks without the landlord's permission, notwithstanding any provision in the lease to the contrary.
- (2) If the protected tenant changes the locks pursuant to this subdivision, the protected tenant shall do all of the following:
- (A) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.
  - (B) Notify the landlord within 24 hours that the locks have been changed.
  - (C) Provide the landlord with a key by any reasonable method agreed upon by the landlord and protected tenant.
- (3) This subdivision shall apply to leases executed on or after the date the act that added this section takes effect.
- (d) Notwithstanding Section 789.3, if the locks are changed pursuant to this section, the landlord is not liable to a person excluded from the dwelling unit pursuant to this section.
- (e) A person who has been excluded from a dwelling unit under this section remains liable under the lease with all other tenants of the dwelling unit for rent as provided in the lease.
- (f) For the purposes of this section, the following definitions shall apply:
- (1) "Court order" means a court order lawfully issued within the last 180 days pursuant to Section 527.6 of the Code of Civil Procedure, Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, or Section 213.5 of the Welfare and Institutions Code.
  - (2) "Locks" means any exterior lock that provides access to the dwelling.
  - (3) "Protected tenant" means a tenant who has obtained a court order.
  - (4) "Tenant" means tenant, subtenant, lessee, or sublessee.

1941.7. (a) An obligation shall not arise under Section 1941 or 1942 to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code until the lessor has notice of the dilapidation or if the tenant is in violation of Section 1941.2.

(b) A landlord may enter a dwelling unit to repair a dilapidation relating to the presence of mold pursuant to paragraph (13) of subdivision (a) of Section 17920.3 of the Health and Safety Code provided the landlord complies with the provisions of Section 1954.

1942. (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.

1942.1. Any agreement by a lessee of a dwelling waiving or modifying his rights under Section 1941 or 1942 shall be void as contrary to public policy with respect to any condition which renders the premises untenable, except that the lessor and the lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental. The lessor and lessee may, if an agreement is in writing, set forth the provisions of Sections 1941 to 1942.1, inclusive, and provide that any controversy relating to a condition of the premises claimed to make them untenable may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties.

Resident acknowledges that Resident has read this Lease Contract, the Rules and Regulations, and all addenda. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION AND CLASS ACTION PROVISIONS IN THIS LEASE CONTRACT.** Resident affirms that Resident will, in all respects, comply with the terms and provisions of this Lease Contract. **RESIDENT ACKNOWLEDGES THAT THIS LEASE CONTRACT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting this Lease Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

**Resident understands that this Lease Contract may automatically continue as a tenancy from month-to-month at the end of the term as specified in the Holding Over paragraph above.**

**OWNER:**

Name Printed: \_\_\_\_\_  
Signed by Property Manager: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESIDENT:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (if signed in your presence): \_\_\_\_\_  
Identification Number (if signed in your presence): \_\_\_\_\_

**Guarantor Signature required if applicant is under the age of 18**

**GUARANTOR:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (if signed in your presence): \_\_\_\_\_  
Identification Number (if signed in your presence): \_\_\_\_\_