

**Rental Agreement
San Diego California
Residential Lease Agreement**

DATE: Contract Date	May 30 th 2011
Contract between PROPACT Management, (Landlord or Owner) and Tenants or Residents (Tenant names listed below):	

Each Tenant listed above shall be individually and jointly responsible for the performance of all obligations of their tenancy under this agreement; jointly with every other Tenant, and individually, whether or not in possession. Premises shall be occupied only by the above named person (Include birth date if under 18). At no point can anyone but the named occupants be living in the residence and there can not be a change in Tenant occupancy without the Landlords prior written consent.

PROPERTY: In consideration of their mutual promises, the parties agree as follows:

Landlord rents to the Tenant and the Tenant rents from the Landlord the real property and improvements described as:

Address	City	State	Zip
	San Diego	CA	921

TERM and RATE:

The term of this agreement is for (number of months)	
Starting on (Date)	
Ending on (Date)	
Monthly Rental Amount Due – On the 1 st of every Month	

LATE FEES and NSF FEES:

Rent is due on the 1st of the month and considered late after 5PM on the 2nd of the month. The late fee for the 1st day is \$25 and the fee for subsequent days is \$10 for each and every day thereafter until rent is paid in full. NSF Fees are \$25 in addition to any late fees. If the Tenants check is returned by the bank for any reason, future payments will be required to be made by cash or money order. Landlord and Tenant hereby agree that these charges represent a fair and reasonable estimate of what the Landlord might incur by reason of Tenants late or NSF payment. These fees are due and payable with the current periods rent payment. Landlord's acceptance of any late charge or NSF fee shall not be deemed an extension of the date rent is due or prevent Landlord from exercising any other rights or remedies under this agreement.

PAYMENT: Rent shall be made to PROPACT Management, 5005 63rd St. San Diego CA 92115 or such other place as Landlord has informed Tenant in writing, between the hours of 12PM and 1PM except Saturday.

Security Deposit: will be held in the Brokers Trust account unless noted below.

Security Deposit held by other party:	
---------------------------------------	--

The security deposit does not constitute rent and may not be applied to last months rent. Owner may claim the security deposit to pay for delinquent rent and such amounts as are reasonably necessary to remedy Tenant defaults as follows:

To repair damages to the premises caused by the Resident, exclusive of ordinary wear and tear, or to correct any changes made to the premises without the Landlord's prior written consent, or to clean such premises, if necessary, upon termination of the tenancy. If the security deposit is used towards rent or damages during the term of the tenancy, the Tenant agrees to reinstate said total upon 5 days written notice.

No later than 3 weeks after the resident has vacated the premises, the Landlord shall furnish the resident with an itemized Statement of the basis for, and the amount of any security received and the disposition of such security and shall return any remaining portion of such security to the resident. Security deposit will not be returned until all Tenants have vacated the premises and all keys have been returned. Possession of the apartment is considered terminated after Tenant has returned all keys to the landlord. Rent charges may still be assessed against the security deposit until the keys are returned.

MOVE IN COSTS, RECEIVED/DUE:

Charges	Amount	Date Due	Date Paid
1 st Month rent			
2 nd Month rent			
Last Mo. rent			
Deposit			
Deposit			

RESPONSIBILITY FOR PAYMENT OF SERVICES: (checked box indicates responsible party)

Service	Tenant	Landlord	Service	Tenant	Landlord
Gardener		x	Electric	x	
Water		x	Pest Control		x
Trash	City		Light Bulbs	x	
Gas	x		Phone/Cable	x	
Clogged Drain (localized)	x		Other:		

HOUSE RULES: Without Landlord's prior written permission, no bird or animal, no water beds or liquid-filled furniture shall be kept or allowed in or about said premises, with the following exception:

No Pets

Resident shall not violate any Governmental law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with any other resident or neighbor. Tenant acknowledges receipt of and agrees to comply with the "house rules" adopted by the Landlord, which, upon execution by Tenant are incorporated herein by this reference. Violation of this promise, as substantiated by testimony of neighbors or agents of Landlord shall result in a fine against tenant payable to Landlord in the amount of \$500 per occurrence. The Resident shall not maintain, keep or allow to be kept or maintained upon said premises any item, or permit any acts to be done which will cause an increase in the rate of insurance upon, or endanger said premises. Included in these items are Barbecues left in the common area or under the awnings or roof of the building, oil from cars on the ground of driveways or parking areas, personal items left in walkways of the common area, items left in areas that violate any city zoning restrictions, or personal items that detract from the aesthetic appearance of the building. Smoking in a home or apartment is prohibited as is smoking in a building where there are interior (indoor) common area hallways. Smoking close enough to the building so that the smoke travels into the windows of other tenants or neighbors and disturbs them is prohibited. Loud noise from one Tenants apartment should not be audible in another Tenants apartment or in the common area of the building.

MOVE IN: Within 3 days after the move in date tenant agrees to execute and deliver a written statement to Landlord acknowledging that this rental agreement is unmodified and in full force and effect and itemize any items which are not in new or satisfactory and clean condition. Failure to comply shall be deemed Resident's acknowledgment that the lease as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser and that the unit is in excellent condition. Tenant must obtain Landlords signature acknowledging this list. Confirmation via email is acceptable. Landlord will perform repairs as necessary and ask that the tenant sign off on the repairs once completed. Failure to provide this list or to obtain Landlords acknowledgement of such list will be confirmation that the unit is in good condition, is clean and everything is working as expected. In the event the landlord is unable to deliver possession by the designated commencement date of the lease, the commencement date shall be extended to the date on which possession is made available to the tenant. If landlord is unable to deliver possession within 10 calendar days after the agreed commencement date, tenant or landlord may terminate this agreement by giving written notice to the other party and neither will be held liable for any losses or inconvenience suffered.

MAINTENANCE AND REPAIRS: Except as provided by law, no repairs, decorating or alterations shall be done by Tenant without Landlords prior written consent. Resident shall notify Landlord in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters, any and all structural changes, including changes to the landscape. Resident shall hold Landlord and Owner harmless as to any mechanics lien recordation or proceeding caused by Resident. Resident has viewed the premises, furnishings, equipment and appliances and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Except as prohibited by law, Resident shall keep the premises, furnishings and appliances, if any, and fixtures which are rented for Residents exclusive use and landscape in good order and condition. Resident shall pay owner for costs to repair, replace or rebuild any portion of the premises damaged by the resident, Resident's guests or invitees. Tenant shall be charged for all damages to premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Resident shall pay for all utilities and services, if any, made payable by or predicated upon occupancy of resident, except for those noted above. Resident is also responsible for all cable and telephone services. Landlord will not install jacks or provide connection services between the exterior city, phone, or cable lines and those in the interior of the Residents unit. The undersigned Resident(s) shall indemnify Landlord and Owner for liability arising prior to the termination of the rental agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner's duty of care" or prevent personal injury or property damage where that duty is imposed by law. Tenant may not shut off sprinkler timers to save water unless timer is broken and must immediately notify Landlord in the event of any broke appurtenance requiring "shut-off".

LOCKS: Tenants may not re-key locks or place locks on doors without Owners permission and without providing copies of keys to all locked areas. Tenants who lock themselves out of their apartment may call Landlord between the hours of

9AM and 5PM and if landlord is available will be charged a fee of \$20 for Landlord or Landlords agents to open the door. Tenants who are locked out during non business hours must call a locksmith to have their door unlocked.

ENTRY: The Landlord or his agents or employees may enter the premises:

In case of emergency. When the Resident has abandoned or surrendered the premises, or to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided the resident is given reasonable notice of Landlord’s intent to enter. Twenty four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary.

POSSESSION: If Tenant vacates or abandons the premises, Landlord may, at Landlord’s sole discretion, terminate this agreement and regain lawful possession.

SIGNS: Tenant authorizes Landlord to place signs pertinent to the business operations of managing or sale of the property.

ATTORNEYS FEES: If any legal action or proceeding be brought by the Landlord to enforce any part of this agreement, Tenant agrees to pay all expenses so incurred, including reasonable attorney’s fees and costs.

NOTICE: Notice upon owner may be served upon: Mike Milstein, at: 5005 63rd St. San Diego CA 92115. 619-287-7228.

HOLDOVER, ASSIGNMENT and SUBLETTING: Resident shall not sublet any portion of said premises nor assign this agreement, without prior written consent of the Landlord. Lease shall end at 4PM on the termination date listed above and possession of the premises, including turning over the keys to the Landlord will occur by this time. Failure to do so will result in additional Tenant charges for legal fees, rent, re-keying the unit and all costs relating to new Tenant move in and apartment rehab work that requires rescheduling.

WAIVER: The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Landlord of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this rental agreement.

EARLY TERMINATION AND LEASE MODIFICATION FEE: Landlord will charge a \$300 lease modification fee to re-rent the apartment if the lease is breached or to redo or change the lease and any accompanying paperwork. Tenant hereby acknowledges that this represents a fair and reasonable estimate of time related costs that the landlord may incur for additional credit checks, meeting new tenants, or re-doing paperwork. Payment of this fee does not constitute a waiver of any part of the existing lease.

Tenant Initials lease re-do/modification fee:

In the event that Resident breaches this rental agreement, Owner shall be allowed at the Owner’s discretion, but not by way of limitation, to exercise any or all remedies provided Owner by California Civil Code section 1951.2 and 1951.4. Damages the Owner “may recover” include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the rental agreement, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided

SMOKE DETECTORS: The premises are equipped with a smoke detection device and the Resident acknowledges the smoke detector was or will be tested by management at the time of initial occupancy and the detector in the unit was or will be working properly at the time. Each Resident shall perform the manufacturer’s recommended test to determine if the smoke detector is operating properly at least once a week. By initialing as provided, each Resident understands that said smoke detector and alarm is a battery operated unit and it shall be each Resident’s responsibility to ensure that the battery is in operating condition at all times and to replace the battery as needed, and if, after replacing the battery, the smoke detector does not work, promptly inform the Landlord in writing.

Tenant Initials smoke detector clause:

FOREIGN LANGUAGE: Tenant acknowledges by initialing below that they understand the lease or have been given adequate time to have the lease explained to them by a translator (If the Tenants first language is not English) This lease was negotiated in English, however, if the Tenant does not understand the terms and conditions as stated then they should request a copy in their native language and should not sign or initial this document

Tenant Initial Foreign Language:

NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, adequacy and cost of phone and internet connections and or services, noise, odors, nuisances, hazards, influences of significance to certain cultures and/or religions and preferences of Tenant

MEGANS LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Tenant Initials Neighborhood and Megan's Law

ASBESTOS WARNING STATEMENT: The building, apartment or home that you are renting may contain asbestos a chemical known to the State of California to cause cancer. This notice is being submitted in accordance with Prop 65 and Health and Safety Code 25249.5 ET Seq. Tenant should immediately notify landlord in the event the premises are damaged and the ceiling or other structural elements are disturbed.

Tenant Initials Asbestos Warning:

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Federally approved pamphlet is available at: <http://www.epa.gov/region9/lead> and also available at: <http://www.epa.gov/lead/pubs/leadprot.htm> If you have any trouble obtaining this pamphlet please request a hard copy printout and one will be provided by the landlord.

Property Constructed prior to 1978 (Y/N)	?	Tenant Able to obtain report listed above (Y/N)	
Landlord knowledge of lead based paint (Y/N)	N		
Landlord received reports of lead based paint (Y/N)	N	Tenant Initials	

MOLD NOTIFICATION: Mold can grow on moist surface within a 24 hour time period. Tenant agrees to immediately notify Landlord in the event there has been any water intrusion such as plumbing leaks, flooding from any appliances or bath rooms or kitchen. Tenant further agrees to close windows to prevent exterior moisture from rain and fog from getting into the residence and to ventilate the bathroom after showering. It is the Tenants responsibility to clean bathtub and bathroom to prevent mold build up. 50% bleach and 50% water solutions or other common household cleaners are an effective deterrent against mold. Resident hereby agrees to indemnify Landlord, Landlords agents or owner from any actions, claims, losses, damages, expenses, including, but not limited to, attorneys fees that the Landlord, Landlords agents or owner may sustain or incur as a direct or indirect result of the actions of the Tenant or Tenants guests living in, occupying or using the premises.

Tenants Initials Mold Notification:

PEST CONTROL NOTICE: Landlord has entered into an agreement for periodic pest control treatment (applicable to buildings of 4 or more units). The treatment is for exterior treatment of pests. Additional interior treatment can be provided at the Tenants request for those properties under Pest control contract. Tenants are responsible for pest control when the property is not under contract (less then 4 units). In the event termite treatment requires that a building be tented and the units vacated, or Tenants require temporary relocation for other reasons (repairs), Landlords compensation to tenants for lodging shall be equal to the prorated rent/day. Tenants hereby agree to comply with requests to temporarily vacate units for a reasonable period (generally 2-3 days) to allow for fumigation or other treatment of pests. Pest control notices should be available in the laundry room or other common area of the building. The basic information posted there is as follows: Pest control companies and the chemicals they use are regulated by the State of California. In the event you experience symptoms similar to the common flu or other seasonal illness contact your physician or Poison Control Center at 1-800-876-4766. Additional information may be obtained at www.cadpr.ca.gov.

Tenants Initials Pest Control Notice:

INSURANCE AND ACCIDENTAL DAMAGE FACTS: Tenants personal property is not insured by the owner or Landlord. The Landlord, Landlords agents and owner are not responsible for loss to the Resident's personal property, possessions or personal liability. These laws are mandated by state courts and by the legislature. Landlord encourages Tenants to maintain renters insurance to cover these items and to consult with an insurance specialist. Furthermore, if damage or injury to Owner's property is caused by Resident, Resident's guest, or children, the Owner's insurance company, (or Owner,) may have the right to attempt (under the "subrogation clause") to recover from the residents payments made under the Owner's policy. If, by no fault of Tenant, premises are totally or partially damaged by fire, earthquake, or other casualty, which causes the unit to be uninhabitable, the Landlord may terminate the agreement. Rent shall be abated as of the date the premises become uninhabitable. If damage occurs as a result of an act of the Tenant or Tenant's guests, no reduction in rent shall be made and the Landlord will retain the right to terminate the lease agreement.

Tenants Initials Insurance and Damage Facts:

SALE OF PROPERTY: In the event the premises are sold, Landlord will serve tenants with a 60 day notice terminating the lease. Landlord and tenants have agreed that 60 days will be considered a reasonable amount of time to terminate the lease in the event the property is sold.

TIME IS OF THE ESSENCE: The phrase 'Time of the Essence' is used in contracts, agreements and leases and if present signifies that any reference to time and dates are a vital element of the performance of the contract. Any failure to adhere to the time stated is a breach of the contract. All prior agreements between the parties are incorporated in this agreement which, constitutes the entire contract between the parties and expresses their final agreement and may not be

contradicted by any prior or oral agreements. The parties further intend that this residential lease constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any format whatsoever.

TENANT REPRESENTATIONS AND INFORMATION: Tenant agrees to rent the premises on the above terms and conditions. Tenant warrants that all statements in the rental application are accurate. Landlord requires all occupants over the age of 18 and all emancipated minors to complete a rental application and pay the application fee. Landlord may cancel this agreement any time prior to occupancy, upon disapproval of credit report or at any time that information provided by the Tenant is discovered to be false.

Tenant Name	Signature	Date	Email	Cell Phone

Broker Name	Signature	Date	Email	Phone
Mike Milstein			<u>Propact@cox.net</u>	<u>619-287-7228</u>
Agent or Onsite Manager	Signature	Date	Email	Cell Phone