DEAN BRUNNER RENTALS
6778 PASADO ROAD
GOLETA, CA 93117
(805) 685-5904 e-mail dbr@deanbrunner.com

SECURITY DEPOSIT	**$ _____**	**DUE _____**	**ADDRESS: _____**
1st month's INSTALLMENT	**$ _____**	**DUE _____**	**LESSEE(S): _____**

This lease is made this _____ day of _____ 20___ between Lessee(s) and Dean Brunner Rentals (Lessor). "Lessee" refers to each and all Lessees.

1. "**LEASED PREMISES" AND "PROPERTY**": The "Premises" consist of a___Bedroom,__Bath HOUSE/TOWNHOUSE/DUPLEX/FOURPLEX, WITH/WITHOUT A GARAGE, to be referred to as the "premises" located at**:**_____ **GOLETA, CA 93117**.
- The "Property" is the parcel of land upon which the premises are situated and includes all buildings, structures, fences, improvements, and vegetation on the land.
- This lease grants to Lessee (1) the exclusive use of the premises; (2) the non-exclusive use of the garage or other vehicle parking space assigned, and (3) the non-exclusive use of other property that is not a part of the leased premises. The non-exclusive uses are subject to such restrictions and conditions as Lessor may impose.

2. **FIXED TERM LEASE:** This is a fixed term Lease, there is no automatic renewal. The lease term commences on Friday, **JUNE 25, 2027 AT 12:00 P.M**. and terminates on Friday, **JUNE 16, 2028 AT 12:00 P.M**. Graduating seniors attending commencement on campus may request a courtesy extension to stay over to Monday, June 19, 2028 at 12:00 P.M. if the intent to do so is conveyed to Lessor in writing by May 1, 2028.

3. **TOTAL RENT**: The rent for the term of this lease is $ _____. The total rent will be divided into 12 (twelve) equal installments. Lessor to receive $_____ 1st (first) installment, due June 20th (or Lease Start Date – whichever is earlier) and the remainder to be paid in 11 (eleven) installments of $_____on the twentieth (20th) of each month thereafter, (#2 – July 20th, #3- August 20th, #4 – September 20th, #5 – October 20th, #6 – November 20th, #7 – December 20th, #8 – January 20th, #9 – February 20th, #10 – March 20th, #11 – April 20th, #12 is the final installment for this term and is due on or before May 20th).

4. **GUARANTORS:** This Lease and the tenancy it creates is expressly conditioned on the execution of a written Guaranty of Lease (3rd party guarantor), in a form satisfactory to Lessor and from individuals as requested by Lessor, guarantying the performance by each Lessee for those Lessees as may be requested by Lessor.

5. **JOINT AND SEVERAL LIABILITY**: This Lease is between Lessor and each signatory, jointly and severally. In the event of any lease default or violation, each and every signatory shall be responsible.

6. **OCCUPANTS & PURPOSE**: The premises shall be used solely as a private residence by Lessee and Lessee's minor children for no more than ____ persons. Lessee shall not permit a person other than those named above to occupy the premises, without the written consent of Lessor (except a temporary guest who stays for no more than a total of three (3) days during the term hereof).

7. **PAYMENT**: Only one (1) rent check payable to: **Dean Brunner Rentals**, will be accepted and receipted. Rent payments made by credit card or ACH may be made individually through Lessees Rentcafe' portal (convenience fee will apply). Rent paid in cash or by check shall be delivered or mailed to the Lessor at: 6778 PASADO ROAD, GOLETA, CA 93117. Mail slot available 24 hours/day. The bank's return of a rent check and/or electronic payment places Lessee in default for payment of rent and must be rectified within three (3) days of notification by Lessee's tendering a money order, cashier's check ACH or credit card payment in an amount equal to rent due plus the $35 returned check charge plus the late charge. (see §8). If a second payment is returned all further monetary obligations must be paid by money order, cashier's check or credit card. All sums due Lessor pursuant to this paragraph or any other provision of this agreement, or law, shall be paid upon demand.

8. **LATE CHARGES**: If any rent payment is not received by the twenty third (23rd) day of the month in which it is due, Lessee agrees to pay $_____ liquidated damages as additional rent. Acceptance of partial or late payment shall not be deemed a waiver of Lessor's right to the full amount of future timely payment of rent or the late charge. If rent is still outstanding on the 1st day of the month immediately following due date, then the liquidated damages charge is subject to a 50% increase.

9. **THREE DAY NOTICE**: If Lessee is in default for non-payment of rent or otherwise in default and Lessor gives Lessee, a Three-Day Notice To (1) Pay Rent or (2) otherwise perform, Lessee shall pay Lessor $45 liquidated damages as additional rent to cover the expense of preparing the notice and if the notice is served, $35 liquidated damages additional rent for each Lessee served to cover the expense of serving the notice.

10. ENTRY: Lessor may enter the premises (a) in case of emergency; (b) to make necessary or agreed to repairs, decorations, alterations, or improvements; supply necessary or agreed services; (c) to exhibit the premises to prospective or actual purchasers, mortgagees, appraisers, tenants, workmen, contractors, insurance personnel; (d) when Lessee has abandoned or surrendered the premises; (e) pursuant to Court order. Except in cases of emergency, abandonment, or surrender, Lessor shall give Lessee reasonable notice of intent to enter and enter during normal business hours, unless Lessee otherwise consents. Lessor may enter upon the property without notice and for any purpose.

11. KEYS & LOCKS: Upon occupancy, Lessee receives one key per person, per lock, for a total of ____ keys ~~PLUS 1 MAIL KEY~~, which shall be returned at termination of tenancy. Keys lost during lease term will be replaced at a charge of $15/key. Any unit that replaces 1 key or more during the lease term may be subject to the cost of rekeying all the locks.

- **a.** Lessees shall not change or install any exterior door lock or dead bolt and shall not install any new interior lock or dead bolt without the written consent of the Lessor. Any interior doorknobs and/or locks that have been changed by Lessees shall be replaced at the end of tenancy with original doorknob/lock style as they were at move in. Doorknobs/locks not returned to "move in" condition will be charged to Lessees' at a flat rate of $65/interior doorknob/lock. The locks on interior doors are designed to be unlocked with a small screwdriver or wire if the lock should not work properly.
- **b.** If Lessee becomes locked out of their premises, regardless of the circumstances, they may contact Dean Brunner Rentals during normal office hours (Monday-Friday, 930a-230p) for access provided they show proper identification. For access outside of normal office hours, Lessees are subject to a charge of $50 per lockout occurrence. Only those on the lease with proper identification will be provided lockout access. Keys that are broken off into locks or lockouts as a result of Lessee damage will be charged according to the actual repair costs.

12. UTILITIES: Lessor furnishes only **TRASH & GARDENING** . In case of rationing or Lessee negligence or waste, Lessor may bill Lessee for trash or water costs that exceed normal costs by 10%.

- **a.** Lessees shall have Gas (if available) and Electricity service put in Lessees' name on or before the Lease commencement date and Lessees shall maintain gas, and electricity throughout the entire lease term. If Lessees fail to establish utility service in their name and a utility bill is received by Lessor for providing such services during any part of the lease term, in addition to payment of the amount owing on the utility bill, a fee of $35 per utility bill received, shall be paid to Dean Brunner Rentals by Lessees to compensate for administrative expenses. Current utility providers are as follows: Southern California Edison "SCE" (Electricity), So Cal Gas (Gas).
- **b.** If the Premises are separately metered for water service (i.e. a water meter that meters water only to the Premises leased hereunder), then the Lessees are responsible for contracting with the appropriate agency to secure water and sewer service and shall pay for such service. If Lessees fails to establish utility service in their name and a utility bill is received by Lessor for providing such services during any part of the lease term, in addition to payment of the amount owing on the utility bill, a fee of $35 per utility bill received, shall be paid to Dean Brunner Rentals by Lessees to compensate for administrative expenses. If the Premises are not separately metered, then the Landlord shall secure and pay for water and sewer service. Current utility provider for water is as follows: Goleta Water District (Water).
- **c.** The utility meters for this Premises may include utility usage for the laundry room or other portions of the building in which the Premises are located. This Lease is the written agreement between Lessees and Lessor, and Lessees understand that their utility meter may be used for utilities outside of the interior of the Premises. This will not change, alter, or amend responsibility for payment of utilities and rent as set forth in this Lease. Lessees have been advised per this paragraph, prior to signing this Lease, of this condition as required by California Civil Code 1940.9 and have no objection thereto.
- **d.** If Lessees desire Internet and or cable service, it is Lessee's responsibility to contract for such service and pay for those services. Lessees are responsible for the cost of any installation or equipment necessary for such services. Satellite TV dishes are NOT to be attached to any exterior surface of the Premises or upon the Property.

13. LAUNDRY: The Premises leased, or the property upon which the Premises are located, is equipped with the following:

_____ Washer and Dryer

_____ Coin operated Laundry Machine(s)

- **a.** Lessees are responsible for damages to coin operated laundry machines. Lessees are prohibited from tampering with coin operated laundry machines. Coin operated laundry pricing is subject to change at any time without notice from the Lessor.
- **b.** Lessees are responsible for maintaining the cleanliness of the laundry room. If Lessor believes it is necessary to clean a laundry room that is part of the common area of the property upon which the premises is located, the cleaning may be done without notice, and if the laundry room serves multiple units, all units will split the shared costs of cleaning.
- **c.** Washer and Dryer use is exclusively for the lessees of record at their address of record. Washers and Dryers are not to be shared with friends/guests. Failure to adhere to set policies in regards to washer and dryer use may result in extra repair bills, extra utility bills and/or revocation of laundry privileges entirely.
- **d.** Management is not responsible for damages that may occur while using machines. Make sure to check tags for proper machine settings and usage and note that laundry machines are not for large or oversized items. Washing and drying larger items such as comforters, blankets, bedspreads or other oversized items etc may result in damage to items.

14. SECURITY DEPOSIT: A security deposit of $_____ is paid at the time of the signing of this agreement. No Lessee will be allowed to reside in or about said address without payment of a security deposit. Lessee may not apply security deposit to rent. Lessor may co-mingle the deposit with other funds of Lessor, holding and using the same without interest.

A. SECURITY DEPOSIT REFUND: Except as provided below, within 21 days (as provided by California Law) after the termination of tenancy and Lessees vacating the premises, the security deposit shall be refunded by a single check payable to lessee designated by all co-lessees, less deductions in the following order:

- **a.** Lessor's expenses for restoring the premises to the condition that they were in when received by Lessee, reasonable wear and tear excepted. Such restoring includes cleaning (including, but not limited to, professional steam cleaning of carpets), as well as damage, repair and replacement. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time.
- **b.** Lessor's expenses for repairing any damage to the exterior of the property caused by Lessee or any guest(s) of Lessee. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, compensation of Lessor's employees. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time;
- **c.** 1/365th of the lease term rent for each day (and part day) that the dwelling is unavailable to rent on account of the need to clean, repair, replace, and restore (except when such unavailability is due to reasonable wear and tear); and
- **d.** Rent delinquencies and other money due Lessor hereunder.
  - **1.** If the amount of such deductions exceeds the security deposit, Lessee shall pay such excess to Lessor, upon demand.
  - **2.** If Lessor has a reasonable belief that repair, restoration, and/or cleaning required is such that it cannot be completed early enough to know the expense thereof in time to compute the amount due Lessee soon enough to meet the 21 days requirement, or if for other reason beyond Lessor's control the amount due Lessee or Lessor is not or cannot be known soon enough to meet the 21 days requirement, Lessor shall make a reasonable estimate of such expenses and other charges, which shall be used to compute a preliminary determination of the amount due Lessee or Lessor. If such occurs, promptly after completing such repair, restoration, and/or cleaning and the resolution of all other uncertainties, Lessor shall recompute the amount due Lessee or Lessor and give Lessee written explanation thereof.

B. THE REFUND CHECK (if any) and an itemized statement showing all charges shall be mailed to Lessee addressed to any address in the United States provided by Lessee in writing and if there is a lack of such, then to the dwelling that is the subject of this lease. Lessee shall, upon vacating, provide a forwarding address for Lessee. The Lessee to whom the accounting and refund, if any, is tendered, accepts responsibility to, and represents they will, promptly provide the other Lessees with a copy of the accounting and shall disperse any refund to each of the Lessees in that amount to which each Lessee is entitled.

Provided all Lessees vacate at the same time, the security deposit refund check will be issued to:

_____ **at** _____

(name of designated recipient) **(permanent address, include city, state and zip code)**

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

- **a.** Lessees are entitled to a Pre-Vacancy Inspection as allowed by California Civil Code Section 1950.5(f). This shall serve as Lessees' notification of their right to a Pre-Vacancy Inspection under the provisions of California Civil Code Section 1950.5(f). Lessees are entitled to such Pre-Vacancy Inspection by timely notifying Lessor in writing in accordance with California Civil Code Section 1950.5(f).
- **b.** In the event that a Security Deposit Refund check has to be re-issued for reasons due to no fault of the Lessor, a $45 administrative fee will be charged to cover the cost of stop payment and reissue.

15. NO ASSIGNMENT OR SUBLETTING: This Agreement may not be assigned. The premises may not be sub-let in whole or in part.

16. CANCELLATION: This lease is a binding contract. It may not be canceled or changed without Lessor's consent. Lessor will consent to a replacement for a Lessee who wants out of this contract after formal notification of their wish to cancel and only if each of the following conditions are met:

- **a.** The rent is paid in full to the date of the next due installment.
- **b.** Lessee has found a replacement that is acceptable to remaining Lessees.
- **c.** Replacement has completed application process, been approved by Lessor, paid security deposit and signed Lease.
- **d.** Lessor has been paid $500 (which can be taken from security deposit on file)

17. CONDITION: Immediately upon taking possession of the Premises, Lessees shall inspect the Premises to confirm the Premises and all appliances, equipment, plumbing, fixtures, windows, screens, doors, heating systems, ventilation systems, flooring and painted surfaces are properly operating, in good condition and repair and the Premises are habitable and free of mold and mildew. If Lessee acknowledges the foregoing, Lessees shall complete and return to Lessor within three (3) days of taking possession/occupancy, an INVENTORY AND CONDITION REPORT identifying any unsatisfactory conditions, including the existence of mold or mildew. Said report shall be delivered to: 6778 Pasado Rd – Middle Door, Isla Vista, CA. If no such Inventory and Condition Report is received within said period, it shall be presumed that the Premises is free of mildew and mold, and all areas of the Premises, including but not limited to appliances, equipment, plumbing, fixtures, windows, screens, doors, heating systems, ventilation systems, flooring and painted surfaces are operable, in good condition and repair and no uninhabitable conditions exist. Note: Lessor does not supply lightbulbs nor is Lessee required to replace lightbulbs at end of term. Upon termination, the premises shall be surrendered in as good condition as at the commencement of this Lease, reasonable wear and tear excepted.

18. ALTERATIONS: Lessee shall **not** paint, wallpaper, apply tape to any surface, add or change locks, attach anything to the exterior of the premises or the property, including exterior hanging lights from cords, or make any alterations to the premises or to the property without Lessor's prior written consent.

- **a.** Lessees may not install any spa, Jacuzzi, dishwasher, freezer or air conditioner in or about the Premises except those which may be supplied by the Lessor. Lessee shall not make, or cause to be made, any alterations or changes to the Premises, or to the exterior of the Premises, including, but not limited to, painting, alterations and/or changes to the wiring, television service wiring, cabling or communication wiring or hardware without the written consent of Lessor.

19. MAINTENANCE: ALL REPAIR REQUESTS MUST BE SUMBITTED IN WRITING by submitting a maintenance request through your Rentcafe' portal or at www.deanbrunner.com – click on "Need a repair?".. The 24-hour emergency number can be obtained by calling (805) 685-5904. Lessee shall be responsible for the following:

- **a.** **Maintain the leased premises** in as good a condition as when received, and pay for, all damages to and cost of repair of the interior and exterior of the premises (including, but not limited to, carpeting, walls, floors, ceilings, drapes, window coverings, appliances, plumbing, electrical fixtures, and wiring, doors, screens, windows, and all furnishings, fences, lawn etc.), reasonable wear and tear excepted. Lessees are responsible for housekeeping, replacing light bulbs, cleaning up water or condensation, defrosting freezers, lighting pilot lights, calling the appropriate utility company if there is a problem with gas or electricity, and resetting GFI's and/or resetting circuit breakers. Carpeting shall be vacuumed at least once each week. If Lessees request a maintenance visit for or require any of the aforementioned, or as a need to repair or replace any item or condition attributable to Lessees, Lessees will be responsible for cost thereof.
- **b.** **Do Not flush clogged Toilets** which do not overflow unless flushed when clogged and water is at the top of the bowl. Use a plunger! DO NOT FLUSH TAMPONS or WIPES. If you overflow a toilet that is a result of a tenant clog, you will be responsible for charges incurred to clean and sanitize the floors and carpets and dehumidify in addition to any plumbing charges.
- **c.** **Pay for** all damage to, and for cost of repair of, the property, to the extent that such damage or need for repair is caused by or is contributed to by Lessee or those on or about the premises with the permission of Lessee.
- **d.** **Promptly notify** Lessor of all plumbing defects (such as, but not limited to, "slow" draining and leaks). Lessee is responsible for all damages resulting from failure to promptly notify Lessor. DO NOT USE DRANO! It ruins the pipes. Damages that occur as a result of using Drano will be Lessee's responsibility.
- **e.** **Cooperate** with Lessor in Lessor's repair and maintenance activity, including, but not limited to, moving Lessee's property and goods for such activities as pest control.
- **f.** **Do Not** fail to keep trash cans in the designated trash can areas. All trash must be placed in the cans or it will not be removed. Keep trash areas clean; areas out of control will be cleaned at Lessee expense. Pathways to and the general vicinity of the trash area must be kept clear to allow access to Trash pickup by designated waste company.
- **g.** **Maintain the exterior** – Lessees are responsible for keeping and maintaining landscaping, walk-ways, patios, exterior walls, fencing, yard area, driveway, and other common areas free of litter and debris. Debris includes, but is not limited to, trash, bottles, cans, cigarette butts, urine, feces and residues such as wax, tar, oil, paint, etc. Failure by Lessees to perform the necessary clean-up of debris will serve as authorization for Lessor to do so at Lessee's expense. Lessees are responsible for any damage to the exterior of the Premises and the exterior of the building in which the Premises are located including, but not limited to, gutters and downspouts, landscaping, fencing and exterior damage or need for where clean-up occurs, all Lessees are jointly and severally liable for the cost of repair and clean-up.
- **h.** **Be responsible for** interior litter, debris and pest control– Lessees shall dispose of all garbage and waste in a clean and sanitary manner. Lessees are liable for any pest control expenses that arise due to unsanitary or unclean conditions in or around the

Premises caused by Lessees, their guests and invitees. Lessees are responsible for controlling ants and other pests inside of Premises. Lessees acknowledges that ants and other pests inside the Premises are due to conditions over which the Lessees, not the Lessor, has control, namely cleanliness and access to food and water within the Premises.

i. **Clean the premises** – At the end of the Lease term, Lessees are responsible for the professional steam cleaning of all flooring and carpeting, professional cleaning of all blinds, and professional steam cleaning of patios and stairways. At the conclusion of the Lease, the Premises shall be returned to the same level of cleanliness as it was at the inception of tenancy all as required by California Civil Code section 1950.5 (b)(3). Any cleaning deemed necessary to bring the Premises to the condition it was at the inception tenancy, cost of cleaning through professionals will be withheld from the Security Deposit, subject to California Civil Code section 1950.5 (b)(3)

j. **Painting and Flooring** – Lessees understand that damages to the Premises including, but not limited to walls, appliances, plumbing, fixtures, windows, screens, paint and flooring will be deducted from the security deposit based on a proration schedule that accounts for the length of stay in the unit and the 'useful' life of the item replaced, repaired, cleaned or painted. Carpet is prorated based on a six (6) year 'life' of the carpet and your length of stay. Carpet is replaced if there are any permanent stains (bleach, dye, ink, etc.), rips or burns. Painting costs are prorated on a three (3) year 'life' of the painting and your length of stay. Large holes, or damages to drywall, burn marks or smoke damage, skateboard or bike marks are not prorated.

The obligations of Lessee set forth in this paragraph are cumulative and in addition to obligations imposed on Lessee by law. Failure to adhere to these obligations will constitute a breach of lease.

20. PROVISIONS GOVERNING LESSEES' USE OF PREMISES

a. **Barbeques/Open flames** – Only gas or propane operated barbeques can be used or stored on the property upon which the Premises is located. No fire pits, open flames inside or outside, charcoal, tiki torches, indoor or outdoor candles may be used in the Premises or property upon which the Premises is located. If any of these items are discovered on the Premises or property upon which the Premises or property upon which the Premises is located, they will be removed without further warning, and Lessees will be liable for hauling and disposal charges.

b. **Storage & Outdoor Furniture** - Outdoor personal storage is not permitted at any time. If any items or furniture (such as, but not limited to, bottles and cups, potted plants, cardboard, bar structures, coolers, plywood, game tables, floats, skateboard ramps, cushions, refuse containers, broken furniture, broken bicycles, bicycle or car parts, couches, mattresses, tables or chairs meant for indoor use) are stored around the building that the Premises is located in or the property upon which the premises are located including, but not limited to, exterior or on driveways, patios, lawns or common areas, the items will be hauled upon discovery without further warning, and Lessees will be liable for hauling and disposal fees. Storage of furniture intended for indoor use, outside is in direct violation of Santa Barbara County code (Chapter 17). Only plastic or metal outdoor furniture designed for regular outdoor use is allowed around the exterior of the Premises. Only lightweight plastic outdoor furniture is allowed on wood decks, balconies, upstairs patios, or wood patio areas. If any prohibited items are discovered, they will be removed with no further warning and Lessees will be liable for hauling and disposal charges.

c. **Exterior Installations** – Clotheslines, hammocks, tarps, decorative lights, awnings, and other exterior installation of any kind are prohibited on the property upon which the Premises are located. Lessees are prohibited from attaching any item or thing to any landscaping or parts of the building in which the Premises is located. No towels, clothing or rugs are allowed to be hung from the exterior of the Premises including, but not limited to, railings or stored around the exterior of the Premises. If any exterior installations are discovered, they will be removed, and Lessees are liable for hauling and disposal charges. This does not limit Over Air Receptions Devices as allowed by law and if approved by Lessor.

d. **Hazardous Materials** – No storage of hazardous substances is allowed on the premises (i.e.: used motor oil, fertilizers and fuels). Any hazardous substances discovered will be removed and properly disposed of without notice and at Lessee cost.

e. **Potted Plants** – Growing any plants (whether in pots, containers or the ground) is not allowed on the Premises including the property upon which the Premises are located. Any plants will be removed and disposed of at Lessee expense. Rust marks, water damage, or any other damage caused by Lessees potted plants on decks, patios or any other surfaces will be repaired at Lessee cost.

f. **Lessees Responsible for Conduct of Guests and Invitees** – Lessees shall not permit any person, in or about the Premises to deface, damage or remove any part of the Premises or the structure in which the Premises are located. Lessees are responsible for the conduct of their guests and invitees.

g. **Access to be allowed for Maintenance Contractors** – Lessees understand that a landscape maintenance company may be accessing the grounds of the Premises. Lessees will not attach any locking devices to exterior gates and agree to keep exterior pathways and lawns cleared at all times to allow landscapers access to the grounds. Lessees understand and agree that Lessor or employees of Lessor may access upon the property including but not limited to exterior laundry facilities, utilities equipment, pool area (if applicable) for regular maintenance at any time.

h. **Liability for Malfunction of Refrigerator/Freezer** – Lessor is not liable for any loss of food, medications, or any other damaged items caused by refrigerator or freezer malfunctions.

i. **No Automobile Repair** – Lessees shall not repair or work on vehicles, wash vehicles, or change oil or fluids in vehicles or equipment on any area of property of which the Premises are a part. If any evidence of this activity is discovered, Lessees are responsible for costs of all required clean up and waste removal including water charges if paid for by Lessor. Lessees will be

held responsible for cost of cleanup for any vehicle/motorcycle that leaks oil or other fluids in the driveways, parking spaces, parking lots, or common areas serving the Premises.

j. **Use of Garages, Lofts and Rooms** - Lessees shall not use garages, lofts or other areas not originally designed as bedrooms for sleeping.

k. **Roof** – No persons or objects are permitted on the roof of the Premises at any time for any reason. If persons, chairs, bottles, books, towels, other items are observed on the roof of the Premises, or a ladder leading to the roof of the Premises is observed, Lessee will be responsible for cost to remove said items, cost of a roof inspection, and cost to repair any damages found. (see section 25-g)

l. **No Smoking/Vaping** – The Premises, building and property upon which the Premises are located have been designated as non-smoking areas. Smoking or vaping of any kind is not allowed inside the Premises, building and property upon which the Premises is located. Lessees are responsible for costs incurred for any and all cleaning, painting and deodorizing required due to smoking or vaping of any kind.

m. **Attics** – Lessees are absolutely prohibited from opening and/or entering attic crawl spaces. Nothing shall be stored or placed in the attic crawl spaces.

n. **Balconies and Decks** – Lessees shall allow only the maximum amount of people as determined by posted signage on balconies and decks. Lessees are responsible for their guests and invitees.

o. **Fencing** – Lessees shall not permit any person to climb on or over or remove any part of any fencing at any time. Damage caused to fencing will be repaired or replaced at Lessee cost.

21. NOISE, ILLEGAL DRUGS, AND OTHER NUISANCE: Each of the following nuisances shall constitute a violation of this Rental Agreement, and each Lessee shall assure that each Lessee, member of Lessee's household, guests, as well as persons under Lessee's control refrains from:

a. **Underage Drinking and Controlled Substances**: Lessees and Guarantors hereby assume responsibility to follow and uphold all applicable state and local laws governing alcoholic beverages and controlled substances for all persons who may be occupying the Premises. This responsibility is in force at all times, including when the Lessees are not present on the Premises. This responsibility includes the provision that no alcohol shall be consumed by a person under 21 years of age on the Premises.

b. **Underage Use of Marijuana**: Lessees and Guarantors hereby assume responsibility to follow and uphold all applicable state and local laws governing marijuana use for all persons who may be occupying the Premises. This responsibility is in force at all times, including when the Lessees are not present on the Premises. This responsibility includes the provision that no marijuana shall be used or consumed by a person under 21 years of age on the Premises.

c. **Illegal Drugs:** Lessees and Guarantors hereby assume responsibility to follow and uphold all applicable state and local laws governing the illegal use and/or sale of illegal drugs for all persons who may be occupying the Premises.

d. **Fraternity or Sorority Activities**: Absolutely no Fraternity or Sorority activities/meetings/parties/gatherings of any kind may occur in the Premises or upon the Property.

e. **Nuisances:**

1. Use or possession of illegal drugs in, upon, or about the Premises, or
2. Creating or allowing the creation of live music including but not limited to drums, electronic amplification from or about the premises and/or the Premises, or
3. The operation of any electronic and/or other sound emitting device in a manner that results in sound being projected beyond the walls of the Premises, or
4. Loud, unruly, or disturbing partying or other activity.
5. Erecting or use of more than 1 beer pong/die table. Beer pong/die tables or the like are limited to 1 per yard. Beer pong/die tables are not allowed in driveways or common areas.
6. Use of the premises or the property for any business, commercial, or other non-residential purpose.
7. Violation of any law, statute, or ordinance pertaining to the use of the premises or the property.
8. Keeping or storing hazardous, toxic, or combustible materials (other than normal household items) in or about the premises or the property.
9. Tenants are not allowed firearms on the premises at any time.

- Neglecting to comply with Section 21 above in regards to noise, drugs and nuisance *may result in* liquidated damages. Damage amounts will be at Lesssor's discretion. Also See section 25.

22. ANIMALS/BIRDS/REPTILES: No animals, birds, or reptiles are permitted. **"Visiting"** pets/animals are not permitted. Lessee will pay $100.00 + $15.00 per day for each day that Lessee permits an animal to be in or about the premises, whether or not Lessee owns the animal, unless written approval specifying a different charge has been given. If unpermitted service animals are discovered on the Premises at any time, or for any time period, during the term of this lease, a fee of $250 will be charged to the Lessee's, along with a $50 per day fee for each day the service animal remains on the premises. In addition, a flea treatment will be performed when the Lessees vacate, at Lessee's cost.

23. CARBON MONOXIDE AND SMOKE DETECTORS: The premises are equipped with one or more carbon monoxide/smoke detection devices collectively referred to as "Detectors". 1) Lessee acknowledges that the carbon monoxide/smoke detectors were tested at the time of initial occupancy and the Detectors were installed and in proper working condition at that time. Any Detectors that are not in working order at time of occupancy must be reported on the Inventory and Condition Report. 2) Lessees agree to perform weekly tests of each Detector. 3) Lessees agree to keep the Detectors in the locations they were at initial time of occupancy and agree that they will not de-activate any Detectors. 4)Lessees must inform the Lessor immediately by filing a repair request through their Rentcafe' portal, of any defect or malfunction of the Detectors 5) Lessees agree that replacement of any deactivated or missing Detectors will be done so at Lessee's expense.

24. PARKING/STORAGE: Parking is for the sole use of LESSEES-Not guests, in designated parking areas and for currently registered vehicles only. Lessee shall not park or store any non-operational vehicle, motorcycle, boat, jet ski, trailer, R.V., house trailer, bicycle or storage container (this includes temporary storage i.e. PODS) on the property. Lessees may NOT use parking areas whether assigned or common for anything other than vehicles. Parking areas are NOT to be used in lieu of yard space. Inappropriate items left in parking areas will be promptly removed at Lessee's expense. Lessee may not wash, repair, or paint in any parking space or any other common areas on the property. Lessee may not assign, sublet, or allow Lessee's guest(s) to use their or any other parking space. Lessee is responsible for oil leaks and other vehicle discharges for which Lessee shall be charged for cleaning if deemed necessary by Lessor. Most spaces are assigned by the unit to which they belong. Unassigned parking spaces should be equally split between residents of units if multiple units are present. (Example – 4 spaces at a duplex – 2 for unit A, 2 for unit B). Anything parked in an unauthorized area, including but not limited to, landscaped areas, driveways and unmarked areas, may be towed at the vehicle owner's/Lessee's expense and repairs to damaged landscaping, fencing, etc. will be charged to Lessee. Lessees are authorized to tow non-resident vehicles from corresponding spaces marked for their individual units with proper identification and a signed copy of this lease. Lessor assumes no liability or responsibility for towing by Lessee. **Use only 805 Roadside Towing (805)708-3318**

25. **LIQUIDATED DAMAGES**: There follows a series of house rules. It is agreed that Lessee's failure to obey each of them is a breach of this Agreement. It is also agreed that, as to each of them, Lessor's damages for Lessee's breach would be impracticable and extremely difficult to ascertain, and therefore, it is further agreed that the sum of money assigned to each as liquidated damages, additional rent for each such breach is a reasonable sum. That a violation of the lease subjects Lessee(s) to liquidated damages does not mean that Lessor may not terminate the tenancy for the violation. Lessor's demanding or receiving a liquidated damage amount is not a waiver of Lessor's right to serve a 3-day notice to perform or quit and is not a waiver of any other breach.

a. Bicycles shall be parked in designated bike racks or in the garage if your property has a garage, except at following locations:
- 6608 Sueno: Rear patio of unit rented
- 6715 Pasado: Storage rooms
- 6867 Pasado: Behind the fence

Bicycles found locked to stair rails or fences, outside of the bike rack, or in driveways will be removed and subject to a $25 storage fee.

b.	No live bands: (this includes use of drum sets)	$500
c.	No loud partying resulting in police citation	$250
d.	No loud partying or music resulting in continuous complaint of neighbors	$250
e.	No beer keg or kegerator.	$500
f.	No Hookah	$250
g.	No being on the roof – NOTHING and no one is allowed on the roof	$100/Person/Occurrence
h.	No unpermitted occupants (guests staying more than 3 days–see Sec 6)	$ 50 + $25/day/person
i.	Failure to return all keys at termination of tenancy	$ 30 + cost to rekey all locks & keys
j.	No Animals/Birds/Reptiles	$100 + $15/day/animal/birds/ reptile
k.	No Trampolines	$100
l.	Continuous abuse of parking privileges (see sec 24)	$ 25 1st time, $50 each additional

m. Beer Pong/Die Tables cause damage to the yard, and increase outside noise. Any and all damages that occur as a result of beer pong/die tables are the responsibility of the Lessees. Beer pong/die tables are limited to personal yard space, 1 per yard/unit/household only and are not allowed in driveways or common areas. Noise complaints due to beer pong/die will be cause for removal of table (at lessee's expense), and consequence of violation of this house rule will be at lessor's discretion, which may include an additional cost.

26. LESSOR'S RIGHT TO REPAIR/MAINTAIN: Lessor may make any upgrades or repairs to the Premises including the property upon which the Premises is located at any time. This includes, but is not limited to: driveway repairs/resurfacing, drainage repairs, roof repairs/replacement, painting, plumbing repairs/replacement, electrical repairs/replacement, deck repairs/replacement, interior repairs/replacement and improvements to the landscape. It is recognized that such repair activities may cause some inconvenience to Lessees' and temporary suspension of utility services provided to the Premises. No compensation shall be owing from Lessor to Lessees for such inconvenience and/or suspension of utility services.

27. FUMIGATION – Lessees agree that if at any time during the term of this Lease Lessor determines that fumigation of the Premises, or the building in which the Premises is a part, is necessary, and that such fumigation requires Lessees to vacate the Premises for a limited amount of time that Lessees shall so vacate the Premises for the period required to complete said fumigation. Lessor shall give not less than seventy-two (72) hours written notice to Lessees of the necessity of fumigation, specifying the time that Lessees are to vacate the Premises, together with the notice required by Civil Code section 1940.8. Additionally, Lessees shall comply with all reasonable demands, with respect to protecting and/or removing their personal property as may be required for the fumigation work. If Lessees are required to vacate pursuant to this paragraph, there shall be no abatement of rent, nor will Lessor be responsible for the cost of temporary housing or relocation cost.

28. INDEMNITY: Lessees shall defend and indemnify Lessor and Lessor's employees and agents, and hold Lessor, Lessor's employees, agents, and the property of Lessor, including but not limited to the Premises, free and harmless from any losses or damages, liabilities, demands, obligations, claims, lawsuits, attorney fees, and costs (collectively "Claims") arising out of, or alleged to arise out of, this Lease, or Lessees' use and occupancy of the Premises, or Lessees' guests and/or invitees use and occupancy of the Premises, including the building and property upon which the Premises is located. The obligation to defend and indemnify pursuant to this paragraph extends to Claims contributed to by the negligence or other misconduct of the Lessor as long as the Claim is alleged to be caused, or is caused, in part or whole by the negligence, active or passive, or misconduct of the Lessees, Lessees' guests and/or invitees.

29. LIABILITY AND INSURANCE:

- **a.** Lessee shall hold Lessor harmless from and defend Lessor against any and all claims, liability, loss, and costs for any injury or damage to any person or property from any cause whatsoever while such person or property is in, upon, or in any way connected with the use of the premises or the property by Lessee and others in or about the premises or the property with the permission (express or implied) of Lessee, except for that due exclusively to Lessor negligence.
- **b.** Lessor's insurance does not cover Lessee's, property, and does not provide Lessee with any coverage for acts or omissions of Lessee. Any loss suffered by Lessee due to vandalism, burglary, mysterious events, or other causes shall be the responsibility of Lessee. Lessor highly recommends that Lessee purchase Renter's Insurance.

30. WAIVER: The waiver by either party of any breach shall not be construed to be a waiver of any subsequent breach. The receipt of rent by Lessor with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver. Any waiver or modification of this lease must be in writing and signed by the waiving party.

31. DEFAULT BY LESSEE: The occurrence of any of the following shall constitute a material default and breach by Lessee; (a) any failure of Lessee to pay the rent or to make any other payment required hereunder; (b) the abandonment of the premises by Lessee; (c) a failure by Lessee to observe and perform any provision of the Lease or attachments incorporated by reference. In the event of any such default by Lessee, Lessor may terminate this Lease and regain possession of the premises in the manner provided by the California Laws of Unlawful Detainer. Lessor may recover from Lessee damages in the amounts specified in Civil Code section 1951.2.

32. SEVERABILITY AND MISCELLANEOUS: This Lease shall be governed by and construed according to the laws of the State of California. The invalidity of any portion of the Lease shall not affect the validity of the remaining portions. The headings of the paragraphs of the Lease are intended only for convenience and are not intended to limit the scope of any paragraph. Whenever the context of any provisions shall require it, the singular number shall include plural numbers and vice versa.

33. SPECIAL FEES: Any new charge or fee imposed during the term of this lease or any extensions thereof by federal, state, local, or municipal district, including but not limited to, any inspection fees or parking district fees shall be passed on to Lessee on a prorated basis calculated by dividing the number of bedrooms in the subject unit by the number of bedrooms in the building, and shall be due and payable along with Lessee's monthly rent.

34. SERVICE OF NOTICES: Lessees agree that any notices given may be delivered via the email address provided by Lessee, or by mail or posting at the Premises address. Lessees agree that notice given to any one Lessee constitutes delivery to all Lessees. Notice upon Lessor may be sent to Dean Brunner Rentals, 6778 Pasado Rd, Goleta, CA 93117.

35. CREDIT OBLIGATIONS: As required by law, Lessee's are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations set forth in this Lease.

36. NOTICE, MEGAN'S LAW: The California Department of Justice, Sheriff's Departments, and Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain, for public access, a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood 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.

37. ORDINANCE LOCATION: Pursuant to Civil Code section 1940.7, Lessee's hereby notified that the Premises may be located near a formal federal or state ordinance location.

38. LEAD PAINT: 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, owners must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet "Lead Pamphlet" on lead poisoning prevention.

1. Owner has no knowledge of lead-based paint and/or lead based paint hazards in the Premises. Owner has no reports or records pertaining to lead-based paint and or lead-based paint hazards in the Premises.
2. Lessee acknowledges receipt of the pamphlet "Protect Your Family from Lead in Your Home".

39. RENT CAP AND JUST CAUSE: Lessor mark one:

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

_____California Law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the CA Civil Code for more information.

40. FAILURE TO VACATE: In the event that lessee's or any of them, fail to vacate the Premises at the end of the term of this Lease, Lessees will be deemed to be unlawfully occupying the Premises. Additionally, Lessees shall also indemnify, defend and hold lessor, and lessor's employees and agents, free and harmless from any loss, cost or liability arising from any delay by Lessee in surrendering the premises, including any claims it made by a succeeding lessee. Such holding over shall be deemed to be without consent of Lessor, and in contravention of the terms and conditions of this Lease. Additionally, Lessor shall be entitled to collect from Lessees the reasonable value of loss of use of the Premises, which shall not be deemed rent. Rather, such additional amount shall be deemed to damages for unlawful detention.

41. ENTIRE CONTRACT: Time is of the essence. All prior or contemporaneous written or oral agreements between the parties are incorporated in the Lease. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement.

42. EACH LESSEE DECLARES THAT HE/SHE: (a) is completely informed as to all facts relating to this Lease and as to the rights and liabilities as set forth herein; (b) enters into this Lease voluntarily; (c) has carefully read each provision of the Lease, Inventory & Condition Reports and all other attachments hereto; (d) completely understands each provision of this Lease and agrees to perform all promises, covenants, terms and conditions herein.

43. ATTACHMENTS: - By signing this Lease Lessees are acknowledging they have read, understood and signed as required: the "Third Party Guarantee of Lease Obligation", "Reasonable Wear and Tear Addendum", "Santa Barbara County Noise Ordinance Addendum", "Plumbing Responsibility Addendum", "Mold/Mildew Addendum", "Bed Bug Addendum" and "Lead Paint Pamphlet". All Addendums & attachments listed in this paragraph are hereby incorporated in this Lease Agreement. A breach of any provision set forth in the aforementioned Addendums shall be deemed a material breach of the Lease.

Covid-19 Disclosure:

Lessee acknowledges that they are aware of the COVID 19 virus and the health risks it may cause from living in a group environment. For more information, please visit the CDC web site at www.CDC.gov. Lessee understands that Lessor has no control over current or future actions taken by the CDC, State of California, UCSB, SBCC or any other educational institutions or government agencies. Lessee acknowledges they are signing a lease for a future date and that this is a binding contract which will remain in full force regardless of any government quarantine or school shut downs.

Lessee Initials: _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

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The undersigned have read and understand the foregoing Lease prior to execution, have read and understand all attachments and addendums and acknowledge receipt of a copy.

Legal Signature of Lessee:	**Printed Name of Lessee:**	**Date:**
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Dean Brunner Rentals

By:_____ **Dated:**_____
Jamia S. Stetler, Trustee

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REASONABLE WEAR AND TEAR ADDENDUM

For purposes of this Lease, Lessees and Lessor agree that "reasonable wear and tear" consists only of actual unavoidable detriment to the condition of the Premises, which would be generally expected to occur through normal use of the Premises. "Reasonable wear and tear" consists only of that "wearing out" of the Premises and its components that naturally takes place, even though reasonable care is taken to avoid and minimize it; and it does not include anything that can be corrected by cleaning.

If something could have been reasonably avoided or corrected, such is considered "damage" and not "reasonable wear and tear". What is reasonable wear and tear is not to be judged on the basis of the number, character, or habits of Lessee(s).

It is impossible to list all things that would constitute "reasonable wear and tear", just as it is impossible to list all things that are not "reasonable wear and tear". Below, however, are some examples that Lessor and Lessees agree are either damage or are wear and tear as specified below:

Wear and Tear

- well-worn keys
- sticky key
- worn finish on door lock
- worn pattern in countertop
- rust stain under sink faucet
- wear pattern on ceramic tile
- wobbly toilet
- faded paint
- rust stain under bathtub spout
- discolored light fixture globe
- sun faded blind slats
- rusted or frayed mesh on window screens
- worn window locks or guides

Damage

- missing keys
- key broken off inside lock
- door lock or knob replaced by tenant
- burn or stain in countertop
- sink discolored by dye or stains
- cracked sink basin
- chipped or cracked floor or counter tile
- carpet burn or permanent stain or bleach spots
- rust marks from plant pot
- ripped or burned flooring
- broken toilet tank, seat, lid or toilet paper holders
- tack or nail holes, gouges, adhesive or other residues on walls, doors or other surfaces
- smoke damage or staining on painted surfaces
- damage to paint color sheen due to inappropriate cleaning and or cleaning products
- slow drains
- missing or broken light fixtures
- blinds with bent or broken slats or broken strings
- holes or tears in screen, bent screen frame
- broken or cracked windows

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PLUMBING RESPONSIBILITY ADDENDUM

Immediately upon taking possession of the Premises or the commencement of the Lease, which ever event occurs first, Lessees shall inspect all drains to ensure they flow freely. It will be assumed that all drains flow freely unless upon taking possession of the Premises or commencement of the Lease, the Lessor is otherwise immediately notified in Condition of Premises Report (see paragraph 15 of Lease).

If a blockage in the plumbing serving the Premises occurs at any time during the Lease term, Lessee is responsible for actual costs of all drain, toilet, dishwasher and garbage disposal obstructions. If a blockage occurs, Lessees shall immediately notify Dean Brunner Rentals, in writing. If drains are not clear and flowing at the termination of the Lease, Lessee will be responsible for any expense incurred to correct such a condition.

Do not use Liquid Plumber, Drano, or similar corrosive products. These products damage plumbing equipment and pipes. If damage occurs from any such products, Lessees will be responsible for cost to repair damages.

DRAINS: If any of the drains should become "slow" or clogged, Lessees shall immediately contact Dean Brunner Rentals and submit a written repair request.

Hair is the main cause of shower and bathroom sink clogs. Lessees are responsibility to use a strainer over your sink and shower drains.

Take caution in what you put in the garbage disposal and kitchen sink. Grease, pasta, eggshells, and fibrous foods will cause clogs.

TOILETS: Do not flush anything other than bodily waste and toilet paper down the toilet. Wipes should NOT be flushed down toilets including those that are labeled "flushable." Do not flush down toilets tampons, pads or any other feminine product, or condoms. Do not put paper towels, Kleenex, or Qtips in the toilet.

HOW TO TURN OFF WATER TO STOP OVERFLOWING: It is important for the Lessees to know how to turn off the water supply to fixtures in case of an emergency. Below each water fixture (faucet, sink, toilet) there is a small valve called an 'angle stop' protruding from the wall. There will be a small water supply line running from the angle stop to the fixture. By simply turning the handle of the angle stop clockwise, until it stops turning, you will turn the water off. Go to each fixture in your unit and make sure that you can shut the valve off by turning the angle stop handle clockwise. If the handle is difficult to turn, please submit a repair request in writing to Dean Brunner Rentals.

Damages caused by overflowing toilets, sinks, etc. are Lessees' responsibility.

MOLD/MILDEW NOTIFICATION ADDENDUM

It is our goal to maintain the highest quality living environment for our Lessees. The Lessor inspected the Premises prior to lease term and knows of no plumbing leaks or damp or wet building materials and knows of no mold or mildew in Premises. If Lessees disagree then, upon taking possession of the Premises or commencement of the Lease, which ever event occurs first, Lessees shall immediately notify Lessor in Condition of Premises Report (see paragraph 15 of Lease).

Lessees are hereby notified that mold/mildew, however, can grow if the Premises are not properly maintained and ventilated. If moisture is allowed to accumulate in the Premises due to improper ventilation (i.e. opening windows & running exhaust fans and heaters), condensation or humidity, it can cause mildew and mold to grow. It is important that Lessees allow air to circulate in the Premises. It is also important that Lessees keep the interior of the Premises clean and notify Lessor of any leaks, moisture problems, and/or mold/mildew growth.

Mold/mildews are found nearly everywhere on Earth; they reproduce by emitting countless tiny spores that can easily become airborne; some mold/mildew spores will be found floating through the air and in house dust. The mold/mildew spores will not grow if moisture is not present and the Lessee's maintain the Premises in clean condition and repair. Indoor mold/mildew growth can and should be prevented or controlled by controlling moisture indoors. Isla Vista is close to the ocean and prone to fog and dampness. If there is surface mold/mildew growth anywhere in the Premises, Lessees must remedy any humidity issues and clean up the mold/mildew.

Lessees agree to maintain the Premises in a manner that prevents the occurrence of mold, mildew, and fungus growth within the Premises. Lessees agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Lessees agree to immediately clean and dry any visible condensation or moisture on windows, floors, ceilings, walls, and other interior surfaces as soon as it is discovered. (Note: Mold/mildew can grow on damp surfaces within 24 to 48 hours.)
2. Lessees agree to immediately notify Lessor of overflows from bathroom, kitchen, or laundry facilities; especially toilet overflow and those that may have permeated walls or cabinets.
3. Lessees agree to report to the Lessor any significant mold/mildew growth on surfaces inside Premises. Photographs should be provided.
4. Lessees agree to use bathroom fans and/or open the windows during and after showering or bathing.
5. Lessees agree to use exhaust fans and/or open windows whenever cooking, dishwashing or cleaning.
6. Lessees agree to allow for ventilation and airflow behind furniture and underneath beds by allowing for a gap of at least 2 inches between walls and/or floors and beds and/or furniture. This will increase circulation and help prevent moisture from being trapped behind furniture in humid rooms. Do not "overstuff" your closet or the space under your bed. Do not place mattresses directly on the floor.
7. Lessees agree to use unit heating systems to assist in keeping condensation from interior walls and windows during the colder months. (Space heaters are inefficient, cost more money to use and tend to overload breakers.) When it is colder inside than outside, condensation will appear on interior walls and windows.
8. Lessees agree to use all reasonable care to close all windows, skylights and other openings in the premises to prevent rain from penetrating into interior of Premises.
9. Lessees agree to immediately clean any mold or mildew from surfaces such as walls, ceilings, belongings, etc. and/or remove belongings as soon as mold or mildew is discovered.
10. Lessees agree to immediately report to the Lessor any water intrusion, such as plumbing leaks or roof leaks.
11. Lessees agree to notify the Lessor of any problems with the heating and ventilation systems within the Premises.
12. Lessees agree to defend, indemnify and hold harmless the Lessor, and Lessor's employees and agents, from any actions, claims, losses, damages and expenses arising from problems with mold/mildew, including, but not limited to, attorney fees that the Lessor may sustain or incur as a result of the negligence of Lessee or any guest or other person, occupying, or using the Premises.

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BED BUG ADDENDUM

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association. The websites are:
https://www.epa.gov/bedbugs
http://www.npmapestworld.org/

The prompt reporting of suspected bed bugs is critical to their treatment, which requires the full cooperation of Lessees, the Lessor and the pest control operator to be successful. Lessees shall immediately report suspected infestation by bed bugs to Dean Brunner Rentals in writing and fully cooperate with efforts by Lessor to eradicate confirmed infestation of bedbugs.

Lessor will notify Lessees of any units inspected by a pest control operator of the findings by such operator within 2 business days of receipt of the findings. All Lessees will be notified of confirmed infestations within the Common Areas surrounding the Premises.

Controlling bed bugs is uniquely challenging, as bed bug resistance to existing insecticidal control measures is significant. Early detection and reporting of bed bugs are an important component required for preventing bed bug infestations. Lack of cooperation by Lessors and Lessees can undermine pest control operator efforts to identify the presence of bed bugs and control an infestation. Depending on the treatment strategy, it is often critical that residents cooperate with pest control operators by reducing clutter, washing clothes, or performing other activities.

Lessees agree and understand:

1. Lessees agrees that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Lessees or their guests bring into the Premises have been inspected for bed bugs and do not contain any Bedbugs. If Lessee detects that any personal property of Lessee may have bed bugs, Lessees agree not to bring said property onto the Premises
2. Lessees agree to report any sighting or signs of bed bugs immediately in writing to Dean Brunner Rentals.
3. Lessees agree to cooperate in every way with Lessor's requests regarding bed bug control and eradication efforts.
4. Lessee agrees to indemnify and hold Lessor harmless from any claims, losses, damages or loss of personal property due to bed bugs.

SANTA BARBARA COUNTY NOISE ORDINANCE ADDENDUM

Santa Barbara County Ordinance states: Sec. 40-2. - Noises prohibited.

It shall be unlawful within the unincorporated area of the County of Santa Barbara to make, assist in making, permit, continue, create, or cause to be made, any loud and unreasonable noise, music, percussion or other sound which is broadcast outside of any residence or building by means of any amplified musical instrument, drum, or similar device, or by means of any radio, loudspeaker, sound amplifier or phonograph, or by means of or employing any similar device which amplifies and produces, reproduces or broadcasts sound, during any of the following periods of time:

(a) The night and following morning of any Sunday, Monday, Tuesday, Wednesday, or Thursday between the hours of 10:00 P.M. of such day and 7:00 A.M. the following morning; or,

(b) The morning hours after midnight of any Friday or Saturday, between twelve midnight, following such day, and 7:00 A.M. the following morning.

Within such time periods, and for the purposes of this chapter, a loud and unreasonable sound shall include any sound created by means prohibited above which is clearly discernable at a distance of one hundred feet from the property line of the property upon which it is broadcast or which is at any level of sound in excess of sixty decibels at the edge of the property line of the property upon which the sound is broadcast, as such sound would be measured on a sound measuring instrument meeting American National Standard Institute's Standard SI.4-1971 (or more recent revision thereof) for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which provide equivalent data.

Enforcement of a violation under this chapter shall not require the use of a sound level meter.