

LEASE AGREEMENT

THIS AGREEMENT, effective _____ is between Russell J. Bik and Darlene A. Bik, "Owners" and _____ "Tenants".

WITNESSETH: That for the consideration of rent payments and covenants adherence on the part of the Tenants, the Owners lease to the Tenants and the Tenants hire from the Owners on a month-to-month basis for residential use only, the premises known as 1330 Southwood Dr. #6, San Luis Obispo, CA 93401. This rental agreement may be terminated at any time by either party by giving written notice 30 days in advance.

Rent is due in advance on the 1st day of every month at \$2950 per month commencing on _____. Tenant acknowledges that late payment of rent may cause Owners to incur costs and expenses, therefore, a \$100.00 late fee will be charged for rent not **received** by the 5th of each month or should a check bounce. Unless otherwise agreed in writing, the method of payment will be to mail a single check to the owner: Russell J. Bik, P.O. Box 2307, Pismo Beach, CA 93448-2307.

The Tenants further agree:

1. Premises may only be occupied by the adults listed above without owners written permission.
2. Tenants may have a pet (s): Specifically: _____
3. Without Owners' prior written consent, no waterbeds or liquid filled furniture, or hot tubs are allowed.
4. Tenants shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with neighbors.
5. Except as provided by law, no alternation shall be done to the interior, exterior or landscaping without Owners' prior written consent. Alteration includes but is not limited to painting, wallpapering or changes to the electrical or plumbing systems.
6. Tenant may elect to require as much as 24 hours notice, during normal business hours, for the Owner, authorized agent or representative, to enter the premised for the purpose of (a) making necessary or agreed repairs, decorations, alternations or improvements or supply necessary or agreed services, or (b) showing the premises to prospective or actual purchasers, mortgagees, tenants, or contractors. In an emergency, Owner, authorized agent or representative may enter the premises, at any time, without prior permission from Tenant.
7. No portion of said premises shall be sublet nor this Agreement assigned.
8. Tenants have inspected the premises, equipment and furnishings, if applicable, and have found the same to be satisfactory. Any exceptions will be noted in writing and signed by both parties to this lease. All plumbing, heating and electrical are operative.
9. Tenants are entitled to one "no questions asked" professional drain cleaning in each two-year period. After that, unless the plumber determines that the cause of the problem is related to a defect in the plumbing, the Tenant is responsible for the cost of the cleaning.
10. Tenants shall keep the premises, walls, floors, carpets, counters, appliances and drapes in good order and condition at all times. The following are specifically prohibited: collections or piles of wood, junk, refuse or trash; used engine oil; parking of vehicles not in regular use. Tenants agree to pay for any repairs to the property caused by tenants' negligence or misuse or that of tenants' guests and invitees. **Tenants are responsible for notifying Owners of any**

developing defects so as to provide sufficient lead-time for Owners to take corrective action before said defect causes additional damage or loss. Tenants may be charged for the additional repair cost or replacement (material and labor) where such additional cost or replacement is due to failure of Tenants to notify Owners in a timely fashion. Tenants are responsible for the cost of repairs caused by failure to keep the bathrooms clean and free of mildew.

11. Tenants agree to pay for all utilities, services and charges made payable by or predicated upon occupancy of residence. This includes water, electricity, gas, sewage and garbage. Exterior maintenance is the responsibility of the Homeowners Association unless otherwise agreed to in writing with the owners.
12. The undersigned Tenants, whether or not in actual possession of the premises, are jointly and individually responsible and liable for:
 - a. All rent incurred under this agreement and for the demised premises caused or permitted by Tenants, their guests and invites.
 - b. Ensuring that the garage is fully cleaned including removal of any oil stains.
13. Move in and delivery of the keys will occur upon payment the first month's rent and key/garage remote security deposit defined below. This amount assumes the \$2950 security deposit has already been paid. The Owners may use the security despot, or portion thereof, as are reasonably necessary to remedy Tenants defaults in the payment of rent, to repair damages to the premises caused by the Tenants, their guests and invitees, exclusive of ordinary wear and tear, or to clean such premises, if necessary, upon termination of the tenancy. Balance of security deposit, if any, together with a written itemized accounting, shall be mailed to Tenants' last known address within 30 days of surrender of premises. Tenants may NOT apply any portion of the security deposit toward payment of rent.
14. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.

EXECUTED in duplicate, on the day, month and year first above written,

Owner/Agent

Tenant

Tenant

Key & Remote Deposits:

Keys ____ @ \$5.00 per key

Garage Remote ____ @ \$25 per remote