

RESIDENTIAL LEASE

THIS LEASE IS MADE AS OF THIS DAY OF , 20 BY AND BETWEEN **BARRY SAYWITZ PROPERTIES – TWO_LP** (HERE IN AFTER "LANDLORD"), AND TENANT (HERE IN AFTER "TENANT"), IF MORE THAN ONE, EACH SHALL BE JOINT AND SEVERALLY LIABLE AND ARE ALL COLLECTIVELY REFERRED TO AS "TENANT" HEREIN).

LANDLORD:

TENANT (S):

BARRY SAYWITZ PROPERTIES TWO-LP
4740 VON KARMAN AVE., STE. 100
NEWPORT BEACH, CA 92660
PHONE (949) 930-7500
FAX (949) 930-7555

- 1. **Leased Premises:** The Leased Premises are those premises described as:
X Bedroom, X Bathroom condo located at _____, Newport Beach, CA 92663.
- 2. **Term:** Term of the Lease shall be for a term of **12 months**. The term will begin on the day of _____, 20 and ending on **Midnight of the day of _____, 20**. If Tenant remains in possession of the Leased Premises at the expiration of the Lease, Tenant's rent will be considered in holdover. The holdover rent will be double the then current rent, on a per day basis, in effect for the last month of the lease term, or \$200.00/ day, whichever amount is greater. Tenant will have no right to holdover on a month-to-month basis. Should tenant elect to remain at the property beyond the expiration of the Lease term, Tenant will require Landlord's consent, for any period of time, in writing. Landlord makes no representation that the Premises will be ready for occupancy on the commencement date of the Term. If Landlord is unable to deliver possession of the Premises at the commencement of the Term, Landlord shall not be liable in damages to Tenant, but Rent covering the period between the commencement of the Term and the time when Landlord delivers possession shall be waived, and if Landlord is not able to deliver possession within thirty (30) days of the commencement date of the Term, either Party may, prior to the time when Landlord delivers possession, cancel this Lease by giving written notice to the other. If Tenant fails to so vacate and surrender the Premises upon such expiration or termination, Tenant shall indemnify and hold Landlord harmless from any loss or liability including without limitations, any claims made by any succeeding tenant, from such failure to vacate the Premises.
- 3. **Rent:** The monthly rental amount for the Leased Premises is **\$1,695.00 per month**. The rent payment must be paid by the 1st day of each month at the Landlord's address listed above. The first month's rent is to be paid when Tenant signs this lease. Landlord need not give notice to Tenant regarding Tenant's obligation to pay rent. Any check returned to Landlord by Tenant's banking institution will be subject to a **NSF fee of \$50.00** (may be subject to change at Landlord's discretion) and payment of such fee immediately due. Tenant acknowledges and agrees that any payments made after the 3rd of the month must be made in the form of a Cashier's Check or Money Order.
- 4. **Security Deposit:** Tenant shall deposit with Landlord the sum of **\$1,695.00** as a security deposit for the faithful performance of Tenant's obligations hereunder. Landlord may, at its option, claim from the Security Deposit such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or utility charges (whether or not the utility was arranged by Tenant) to repair damages to the Premises caused by the Tenant, and/or members of Tenant's family, guests, licensees or visitors, exclusive of ordinary wear and tear, including but not limited to stains in the carpet, counter damage, drywall repair painting drapes and plumbing system, or to clean such premises, upon termination of the tenancy. In the event Landlord uses any part of the Security Deposit during the tenancy, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written notification to Tenant of the deduction and its demand that the Security Deposit be restored in full. Tenant's failure to do so shall be a material default under this lease. Upon receipt of notice that the unit is vacated, after the expiration of the term described in #2 above, or any extension thereof, and upon receipt of notice that the unit is vacated, Landlord shall furnish the Tenant, within twenty-one (21) days of actual vacating, an itemized written statement of the basis for and the amount of any security received and the disposition of any security, and return any remaining portion of such security without interest to the Tenant. Landlord shall have the right to commingle the security deposit with other funds of Landlord. A **\$25.00 charge per key** is incurred for all keys not returned at move out and a **\$75.00 charge for each remote control gate opener not returned**. **Tenant is hereby notified that the Security Deposit will not be used towards last month's rent.**

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

5. Default/Abandonment: If Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within three (3) days of receiving notice, Landlord may elect to terminate the lease, re-enter the leased Premises and remove the Tenant, all other occupants and their possessions and any costs incurred by Landlord in enforcing these rights shall be deemed additional rent and the responsibility of the Tenant. The occurrence of any one or more of the following events shall constitute a material default in breach of this Lease by Tenant:

- A. The vacating or abandonment of the Premises by Tenant.
- B. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant.
- C. Failure by Tenant to observe or perform any covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than described in subparagraph 5B above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant.
- D. The discovery by Landlord that the credit application given Landlord by Tenant was materially false.
- E. It is found that any illegal substances are being used, sold or consumed on the Premises.
- F. Has sublet any portion or all of the premises without Landlord's consent.
- G. Tenant has a pet at the property without Landlord's written consent.
- H. Tenant has more occupants living in the unit than is stipulated in the lease without Landlord's written consent.

6. Occupants: The Lease Premises shall be occupied by the following persons only:
0 ADULTS AND 0 CHILD 0 YEARS OF AGE.

No other persons shall occupy the Lease Premises without the advance written consent of the Landlord. The authorized occupants may only use the Lease Premises for Tenantal purposes and may not utilize the premises for commercial or business use.

7. Repair/Alterations: Tenant shall make no repairs to the Premises, except routine cleaning and maintenance, unless Landlord gives Tenant prior written authorization to do so. If repairs to the Premises are required, Tenant shall give Landlord immediate written notification. Tenant shall make no alterations of or improvements to the Premises without first obtaining Landlord's written consent in advance including without limitation, painting, wallpapering, or other wall covering, permanent shelving and flooring. Landlord shall repair and maintain the Premises and every portion thereof and the cost of such repair and maintenance shall be borne as follows:

Landlord's Obligations: If the condition requiring repair is one which makes the Premises "untenantable" as defined in California Civil Code Section 1941.1, Landlord shall bear the expense of the repair unless the "untenantable" condition is occasioned by any of the following, in which event Tenant shall bear the expense of repair:

- A. Tenant's want of ordinary care;
- B. Tenant's failure to keep the Premises clean and sanitary;
- C. Tenant's failure to dispose properly of all rubbish, garbage and other waste;
- D. Tenant's failure to properly use and operate all electrical, gas and plumbing fixtures and keep them clean and sanitary;
- E. Tenant, or any person on the Premises with Tenant's permission, willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the Premises or the facilities equipments, or appurtenances thereto; or
- F. Tenant occupying Premises other than as his abode or utilizing living, sleeping, cooking, or dining portions thereof for purposes other than those for which these portions were respectively designed or intended.

Tenant's Obligations: If the condition requiring repair is not one which makes the Premises "untenantable" or is occasioned by the circumstances described in subsections A-F above, Tenant shall bear the expense of repair.

8. Partial or Total Destruction of Lease Premises: If the Lease Premises are partially damaged or completely destroyed by fire or other occurrence that is not caused by Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to: (1) repair or rebuild the Lease Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Lease Premises, terminate the Lease and prorate the rent up to the time of the damage.

9. Maintenance of Lease Premises: Tenant shall, at Tenant's expense, maintain the premises in a clean and sanitary condition at all times. At the end of the term, Tenant will leave the Lease Premises clean and in good condition, with the exception of ordinary wear and tear. Tenant shall remove all Tenants' belongings and surrender all keys and garage door openers to Landlord upon the expiration of the Lease.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

10. Assignment/Subletting Restriction: Tenant may not assign this agreement or sublet the Lease Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

11. Utilities/Services: Tenant is responsible for the payment of all utilities and services, except for trash removal. Tenant will be responsible for its pro rata share of the common water, electricity and gas for the property which will be paid by Landlord and reimbursed by Tenant. The cost of providing water, gas and electricity to the Leased Premises is considered additional rent which becomes due in the month it appears on the rental statement provided to Tenant. In the event such bill is not paid by the due date, such failure to pay at Management's election shall constitute a default under this Lease. Tenant agrees to use reasonable means and methods to conserve the use of all utilities.

12. Landlord's Right to Enter: Landlord may enter the dwelling unit only in the following cases:

- A. In case of emergency
- B. To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 19050.5.
- C. When the tenant has abandoned or surrendered the premises.
- D. Pursuant to court order
- E. Except on cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.
- F. Landlord shall give the tenant reasonable notice in writing of his intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door on the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least three days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
- G. If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if Landlord, or his or her agent has notified the tenant in writing of the oral notice that the property is for sale and that the Landlord or agent may contact the tenant orally for the purpose describe above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose for the entry. At the time of entry, the Landlord or agent shall leave written evidence of the entry inside the unit.
- H. Tenant and Landlord may agree orally, to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the Landlord is not required to provide the tenant a written notice.
- I. No notice of entry is required under for the following reasons:
 - i. To respond to an emergency
 - ii. If the tenant is present and consents to the entry at the time of entry.
 - iii. After the tenant has abandoned or surrendered the unit.
- J. Landlord may enter the premises with 24 hours notice during the last 60 days of the lease or at any time if the lease is month to month for the purpose of showing the apartment unit to any prospect who may be interested in renting the unit.

13. Pets: Tenant **may not** bring or keep pets in the Leased Premises without the prior written consent of Landlord. Any pet authorized to be on the Premises shall remain on a leash outside the apartment and the Tenant is responsible for all cleanup of pet droppings. Pets not on a leash will be removed from the Premises by local authorities.

14. Laws and Regulations: Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases Landlord's insurance premiums.

15. Legal Fees: If Landlord is successful in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Lease Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from Tenant.

16. Inspection Prior to Occupancy: Tenant has inspected the Leased Premises and agrees that the Leased Premises, and all improvements, are in good, habitable condition as of the date of this lease.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

17. Inspection Prior to Move-Out: Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, Landlord shall notify the tenant in writing of his option to request an initial inspection and of his or her right to be present at the inspection. The requirements of this subdivision do not apply when the tenancy is terminated pursuant to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil Procedure. At a reasonable time, but no earlier than two weeks before the termination or the end of lease date, the Landlord, or an agent of the Landlord, shall, upon the request of the tenant, make an initial inspection of the premises prior to any final inspection the Landlord makes after the tenant has vacated the premises. The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit. If a tenant chooses not to request an initial inspection, the duties of the Landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The Landlord shall give at least 48 hours prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wished an inspection. The tenant and Landlord may agree to waive the 48-hour prior written notice by both signing a written waiver. The Landlord shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew his request for the inspection. Based on the inspection, the Landlord shall give the tenant an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the security the Landlord intends to make. The statement shall be given to the tenant, if the tenant is present for the inspection, or shall be left inside the premises. The tenant shall have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

18. Subordination: This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

19. Quiet Enjoyment and Supervision: Tenant shall not commit or permit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant's or person in or about the adjoining apartments. Adult Tenant's shall be responsible for the supervision and control of all minor children residing with them in the Leased Premises or visiting guests at the apartment complex. Children must obey Landlord's Rules and Regulations. Adult Tenant's shall be solely responsible to see that their children, guests and visitors obey these Rules and Regulations. Violation of this provision shall constitute grounds for immediate termination of this Lease at the option of the Landlord.

20. Rules and Regulations: Tenant agrees to abide by Landlord's Rules and Regulations and use the Premises and all common areas in accordance with same. A copy of the Landlord's Rules and Regulations is attached hereto and made a part of this Lease.

21. Binding Obligations and Entire Agreement: This Lease Agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord both agree and have read this Lease and affirm that this Lease contains the entire and only agreement between the parties.

22. Joint and Several Obligation: If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Lease Agreement.

23. Use of Premises: Tenant agrees to use and maintain the Premises as follows:

- A. Solely as a private residence for the Occupants and no other person or persons without the prior written consent of the Landlord.
- B. Use the Premises and all common areas in accordance with Landlord's Rules and Regulations, a copy of which Tenant has received.
- C. Not violate any law or ordinance of any governmental authority with respect to the Premises or any common areas.
- D. Keep the interior and exterior of the Premises during the Term hereof in good and clean condition, free of trash and unsightly material.
- E. Not use railings as clotheslines, put aluminum foil on windows or erection of aerials of any kind.
- F. Not repair or do maintenance work of any kind on any vehicle on the Premises nor park excessively damaged or inoperable vehicles on the Premises.
- G. Return the Premises to Landlord in as good condition as upon the commencement of the Term, reasonable wear and tear accepted.

24. Breach of Covenant: The parties consider each and every term, covenant, and provision of this Lease to be material and reasonable. For any breach of covenant or condition of this Lease, Landlord may, at his option, serve a three-day notice (1) specifying the nature of the breach, and (2) demanding

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

that Tenant cure the breach if the breach can be cured. This notice may further declare that, if Tenant fails to cure a curable breach within the three-day period or if the breach is not curable, the tenancy is terminated and Tenant forfeits all rights under this Lease.

25. Remedies: In the event of any such material default or breach by Tenant, Landlord may at anytime thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Tenant shall immediately surrender the Premises to Landlord.
- B. In the event of such termination, Landlord may recover from Tenant the amount provided in Civil Code Section 1951.2 including the worth at time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided. Upon re-entry by Landlord following such termination, Landlord may consider any personal property belonging to Tenant and left on the Premises to be abandoned, and may dispose of all such personal property in accordance with applicable law as set forth in Sections 1980-1991 of the California Civil Code.
- C. The remedies provided in Subparagraphs 24 A and 24 B above are not exclusive, and Landlord may pursue any one or more of such remedies or any other remedy provided by law.
- D. The exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed a waiver of Landlord's right to have that or any other remedy specified above for any other breach of the same or any other provision of this Lease. Failure by Landlord to exercise any of its rights under this Lease, or Landlord's acceptance of rent after any default shall not be considered or construed to waive any right of Landlord or to affect any notice or legal proceedings theretofore given or commenced.
- E. In the event either Landlord or Tenant shall bring any action in connection herewith, the party prevailing therein shall be entitled to recover as part of such action, reasonable attorney's fees, costs of collection, expert witness fees, court costs and other legal costs.

26. Tenant Insurance Requirement: Tenant agrees to maintain at all times during the Term of this Lease and at Tenant's sole expense a standard type of Tenant's or Homeowner's insurance policy, or its equivalent, issued by a licensed insurance company of Tenant's selection which provides the limits of liability of at least \$10,000 on Tenant's personal property and \$100,000 personal liability. Tenant hereby releases owner and its agents, authorized representatives and employees (herein referred to collectively as "Owner Agents" from any and all claims for damages or loss to Tenant's personal property (including any deductible and including loss caused by earthquake) and from any and all claims for personal liability damages or loss in, on or about the Premises that are caused by or result from risks which are or would be insured under the insurance described above and hereby waives any and all rights of recovery and rights of subrogation against Owners Agents in connection with any damages or claim which is or would be covered by any such insurance. In the event that Tenant does not provide Landlord with proof of renter's insurance within 30 days of the commencement date of Lease, Landlord may at Tenant's expense purchase a renter's insurance policy on Tenant's behalf. Tenant will reimburse Landlord within 10 days of invoice for any such expense.

27. Lease Personal to Tenants: Landlord and Tenant hereby agree that the only occupants that will permanently reside in the Premises will be those named in this Lease. In the event that any other occupants are to reside in the Premises permanently, Landlord will require that a rental application be filled out and Landlord's written approval be granted in order for any other occupants to reside in the Premises. For the purposes of this Agreement, permanent Tenants will be defined as any persons living in the premises for a period of one week. In the event that any of the occupants in the Premises desire to sublease their individual position in this Lease, Tenant will require Landlord's written consent to do so. Any excess rental amount in excess of Tenant's proportionate share of the lease payment will be considered rental income to Landlord. Any sublease agreement or amendment to this existing Lease will be fully executed by Landlord, Tenant and Subtenant. In the event that such documentation is not fully executed, such sublease will become null and void.

28. Access to Premises: Landlord will have access to the Premises only in cases of emergency; otherwise, Landlord will have the right to inspect the Premises at any time during the Lease term by providing the Tenant with 24 hours notice. Landlord will also have the right to market the Premises for lease to other prospective tenants at any time during the last 60 days of the Lease by providing Tenant with 24 hours notice.

29. Late Fees: Tenant acknowledges that the rent is due on the 1st day of each month and that all reimbursements for utilities and other bills are due upon receipt of invoice. In the event that either of these payments is not received by 5:00 p.m. on the 3rd day of each month, there will be a **\$150.00 late fee** and any outstanding balance will accrue interest at a rate of 1% per month until outstanding balance is paid in full. No personal checks will be accepted after the 3rd of the month. Additionally, in the event that Tenant is late in paying rent or additional expenses when due three times or more during the term of the lease, Landlord may, at its option, terminate the Lease by giving Tenant a 30-day written notice.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

30. **Use of Personal Property:** Tenant agrees to supply its own **refrigerator** to the premises at its sole cost and expense.

31. **Maid/Cleaning Services:** Tenant agrees to utilize the services of a maid and/or cleaning services at least one time every 3 months during the term of the lease and **maintain the premises in an orderly fashion.**

32. **Notice/Conduct:** Tenant may not disturb, annoy, endanger, or interfere with other tenants of the building or occupants of neighboring buildings. Tenant agrees to comply with all noise and conduct codes per the **City of Garden Grove**. In the event that Tenant is cited for any noise and/or behavioral conduct violations by the **City of Garden Grove** and there is a fine and/or penalty attached to such violation. Tenant agrees to be responsible for the payment of any such fines. Landlord will have the ability to terminate the lease upon notice in the event that any such fines are issued.

33. **Parking:** Tenant will have the right to utilize **one garage/carport or parking space** for its personal use at Landlord discretion at the property. Landlord will have the option to charge Tenant additional monies, on a monthly basis for the use of such parking. Such monies will be in addition to the monthly rent, and will be based on the market rate for such parking space. In the event that Landlord intends to charge Tenant additional monies, Landlord will notify Tenant of the additional monthly cost. Tenant understands that parking at this particular property is an extreme premium, and that there is a high demand for it.

34. **Carpet Cleaning:** Tenant agrees at its sole cost and expense to clean the carpeting in the premises at least one time during each **six-month** period of the Lease term at its sole cost and expense.

35. **Additional Limitation on Landlord's Liability:**

- A. **Injury, Loss or Damage:** Absent Landlord's own negligence, fraud or willful injury to the person or property of another or violation of law, Landlord shall not be liable for any injury, including death to any person caused by any use of the Premises by any person, including but not limited to, other tenants, or arising from any accident or fire or other casualty thereon, or from any other cause whatsoever, nor shall Landlord be liable for any loss or damage to any article belonging to Tenant or located on Premises, or other facility under the control of Landlord. Tenant hereby agrees to indemnify and hold Landlord harmless from all liability for any such injury, loss or damage.
- B. **Other Limitations:** Tenant also agrees that Landlord shall not be liable for, and this Lease shall not be terminated by any interruption or interference with services or accommodations due Tenant caused by strike, riot, orders or acts of public authorities, acts of other tenants, of Landlord, accident, the making of necessary repairs to the building of which the Premises are a part, or any other cause beyond Landlord's control.

36. **Smoke Detector:**

- A. Tenant acknowledges that the Smoke Detector(s) was tested and its operation explained by Landlord in the presence of the tenant at the time of initial occupancy and that the Smoke Detector(s) were in proper working order at the time
- B. Each tenant shall perform the Manufacturer's recommended test to determine if the Smoke Detector(s) is/are operating properly at least once a week.
- C. Tenant understands that said Smoke Detector(s) is battery operated and shall be Tenants responsibility to:
 - 1. Ensure that the battery is in operating condition at all times
 - 2. Replace the battery as needed (unless otherwise provided by law)
 - 3. If, after replacing the battery, the Smoke Detector(s) do not work, inform the Landlord immediately in writing.
- D. Tenant must inform the Landlord immediately, in writing, of any defect malfunction or failure of any detector(s).
- E. If local law requires the Landlord to test the Smoke Detector(s), the tenant shall allow the Landlord access to the premises for that purpose.

37. **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. **Landlord has no knowledge or lead-based paint and/or lead-based paint hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.**

38. **Asbestos Disclosure:** The California Asbestos Notification Act requires Landlords with more than 10 employees of structures built before 1979 to notify tenants and their employees and contractors of any knowledge that may have regarding any asbestos-containing construction material ("ACM") in the premises, it is possible that given the age of the building, ACM may be present. Accordingly, as a precaution, tenant hereby agrees to not, under any circumstances to disturb or remove acoustic ceilings or flooring material, not to sand, cut or otherwise abrade drywall material, and not to drill into fire doors or remove door knobs. California Health & Safety Code section 25249.6 requires that notice be provided to

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT "A"

LANDLORD'S RULES AND REGULATIONS

1. GENERAL

- A. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days notice in writing to Tenant.
- B. Guests who stay more than 7 days in a year period may constitute a breach of the rental agreement/lease. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental Agreement

2. CLEANLINESS AND TRASH

- A. Tenant shall keep the unit clean, sanitary and free from objectionable odors at all times
- B. Tenant shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Tenant's unit.
- C. Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- D. Tenant shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Tenant shall ensure that large boxes are broken apart before being placed in the trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.
- E. Tenant shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- F. Tenant shall refrain from leaving articles in the hallways or other common areas.
- G. Tenant shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- H. Tenant shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

3. MAINTENANCE

- A. All routine maintenance requests will be handled by a phone call to the Property Manager at (949) 930-7588. If you wish the work to be done when you are not at home, please acknowledge such request on the form. In the event you schedule an appointment for maintenance work to be done while you are present, and do not keep the same, there will be a **\$40.00** charge before the work will be rescheduled.
- B. Tenant shall refrain from making service requests to maintenance personnel unless Tenant is directed to do so by Owner/Agent.
- C. Tenant shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Tenant shall refrain from using adhesives, glue or tape to affix pictures or decorations.
- D. Tenant shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
- E. Cost of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant negligence or improper usage are the responsibility of the Tenant. Payment for corrective action must be paid by Tenant on demand.
- F. Damages caused by or attributable to Tenant will be charged to the Tenant and added to the rent obligations as additional rent.

*** Please note: Maintenance will leave a message in your apartment explaining what has been done, and, if necessary, when maintenance will return to complete the job.**

4. PARKING

- A. Tenant shall only use their assigned parking space/s and shall ensure that guests park only in unassigned areas or designated guest parking areas. Tenant shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Tenant shall refrain from parking in unauthorized areas or in another Tenant's designated parking space. (Vehicles parked in unauthorized areas or in another Tenant's space may be towed away at the vehicle owner's expense). If someone is parked in your assigned space, please leave a note on the car. Make, color and license plate number of the vehicle must be registered with the Office. It is the responsibility of the tenant to display our parking decal, if your property requires parking decals, on the windshield of the vehicle and to notify our office of any change in vehicle or license plate numbers. Tenant that does not have their license plate number registered with the office may be cited and towed.
- B. Recreational vehicles, boats, trailers, and inoperative vehicles must be stored off the premises. We have no facilities for such storage.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

- C. Vehicle maintenance is strictly prohibited on the Premises. All cars must be licensed and operational. Vehicles remaining in the same space for more than 7 (seven) days will be considered stored and subject to towing at vehicle owner's expense. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

5. **ALTERATIONS AND IMPROVEMENTS**

- A. Locks may not be changed without Landlord's prior written approval.
B. Patios and Balconies are the Tenant's responsibility to maintain. Storing of cartons, refrigerators, appliances or other visually objectionable items on the patio or balcony is prohibited.

6. **DISTURBANCES**

- A. Tenant shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
B. Tenant shall refrain from playing musical instruments, televisions sets, stereos, radios, and other entertainment items at a volume which will disturb other persons.
C. Tenant shall refrain, and shall ensure that Tenant's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which is likely to annoy or disturb other persons.
D. Tenant shall refrain from creating, or allowing to be created, any noise that is disturbing to other Tenants.

7. **COMMON AREA**

- A. No posters, signs, stickers, etc. may be placed in windows or about the apartment's premises except by written consent of the Landlord.

8. **SECURITY**

- A. Security is the responsibility of each Tenant and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Tenants' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide law enforcement or private protection services for Tenants. In case of a disturbance or emergency, you should request assistance from the appropriate local authority (police department, fire department, paramedics, etc.). We request that you also notify the Property Manager of such disturbance or emergency once it has occurred.
B. Tenant should ensure that all doors are locked during Tenant's absence. Tenant must notify Owner/Agent if locks become inoperable.
C. Tenant should ensure that all appliances are turned off before departing from the premises.
D. When leaving for an extended period, Tenant should notify Owner/Agent how long Tenant will be away.
E. Prior to any planned absence from the unit, Tenant shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Tenant to enter the unit.
F. Tenant shall refrain from smoking inside the unit.
G. Tenant shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
H. Tenant shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
I. Tenant shall ensure that no personal belongings, including bicycles, play equipment or other items shall be unattended in the halls, stairways or about the building.

9. **SMOKING**

- A. Smoking is prohibited in the unit or in any of the common areas of the property other than your own private balcony or yard area. Any smoking inside the unit may cause significant damage to the paint, blinds and/ or carpeting to the unit. In the event that it is determined by landlord that smoking has occurred inside the unit, Tenant may be responsible for 100% of the cost of replacement of the carpeting and/ or 100% of the cost of repainting the unit, as well as any additional charges associated with Tenant's violation of this condition. Smoking in the unit is also a violation of the Lease and Landlord may, at it's option, terminate the Lease with 30 days written notice in the event that Tenant has violated this condition.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

10. **APPLIANCES**

- A. Tenant will not be allowed to install any additional appliances, i.e. refrigerators and/ or freezers in their balcony or yard area or in the garage area to the unit. Tenant will be allowed one refrigerator in the unit which will be located in the kitchen area.

11. **PATIO/YARD AREA MAINTENANCE**

- A. Tenant will be required to maintain it's patio, balcony, yard area or any other private area designated for the premises in a clean and orderly fashion. There will be no storage of personal belongings, trash or debris in the private exterior living areas.

A violation of any of the above provisions shall be a material and serious violation of the rental agreement and good cause for termination. The undersigned Tenant(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

SAYWITZ
PROPERTIES
DRAFT

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT “B”

**“Megan’s Law”
Notice of Amendment to Tenantal Agreement
(California Civil Code section 2079.10a)**

PLEASE BE ADVISED that the State of California has determined that on July 1, 1999, all Tenantal leases or rental agreements must include the following provisions. Therefore, take notice that effective immediately, the following provision will be added and become a part of your Tenantal Lease Agreement:

NOTICE: The California Department of Justice, Sheriff’s Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a public database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification Line through which inquires about individuals may be made. This is a “900” telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” telephone service.

This Notice is to comply with the California Civil Code section 2079.10a. No action is required to be taken on your part based on this Notice. Your occupancy of the above unit is otherwise not affected. All other terms of your Tenantal Lease Agreement remain in full force and effect.

SAYWITZ PROPERTIES
DRAFT

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT "C"

Satellite Dish and/or Antenna Addendum

IN CONSIDERATION of their mutual promises, Landlord and Tenant agree as follows:

1. The Tenant acknowledges that they do not have a right to receive a signal. Only those Tenants who have a balcony or patio that faces south have a right to install a dish subject to the following guidelines.
2. This Addendum shall set forth Tenant's rights and obligations respecting the installation, maintenance and removal of one (1) satellite dish and/or antenna within the rented premises.
3. The satellite dish and/or antenna may not exceed one meter (39 inches) in diameter.
4. The satellite dish and/or antenna may only be placed on a balcony, railing or patio totally within the premises being rented. Tenant may not install the dish on any outside wall, roof, windowsill, common area balcony or stairwell, or any other common area not under the exclusive control of the Tenant.
5. Tenant may not put holes in any wall, roof, railing or glass for purposes of installation or hook up.
6. The satellite dish and/or antenna may not protrude or extend beyond the balcony railing line or patio edge.
7. Landlord reserves the right to prohibit installation if the satellite dish and/or antenna are unable to receive signals due to the geographical orientation of the rented premises (i.e. not oriented toward the south) and/or if the satellite dish and/or antenna poses a safety concern, all is determined by Landlord's sole discretion.
8. Tenant(s) hereby agrees to indemnify Landlord, its employees, agents, representatives, successors and assigns for any and all claims resulting from Tenant(s) installation, removal, maintenance and/or use of the satellite dish and/or antenna. Tenant assumes full and complete responsibility for any personal injury (including death) or physical damage caused by the satellite dish and/or antenna or its installation, removal, maintenance and/or use.
9. Landlord strongly recommends that Tenant(s) obtain the services of a professional licensed installer to properly install and connect the satellite dish and/or antenna. Tenant(s) covenants and agrees that no hole in the premises will be made for the purpose of wiring and further that Tenant(s) shall not splice or connect the satellite dish and/or antenna to existing wiring.
10. As additional security deposit, **Tenant agrees to pay Landlord the sum of \$ 150.00** (receipt of which is hereby acknowledged). Landlord may use there from such amount as is reasonable necessary to cover any damages caused by the installation or removal on the satellite dish and/or antenna. A security deposit increase does not imply a right to drill into or alter the rental premises. The additional security deposit shall be treated in the same manner as described in the Tenantal Agreement for other security deposits.
11. Failure of Tenant(s) to abide by the provisions of this Addendum, including but not limited to, the failure of Tenant(s) to post and maintain the above security such deposit and/or the general liability insurance required hereunder shall be deemed a material default of the Tenantal Lease Agreement and Landlord, in addition to all of its rights and remedies under the Tenantal Lease Agreement , at law and/or in equity, shall be permitted to remove the satellite dish and/or antenna at Tenant's(s') sole cost and expense.
12. Tenant's(s') right to install and maintain the equipment contemplated herein is subject to revocation in the event Federal, State or Local law which provides such right is revoked, changed, or in any way modified in such a manner that does not require Landlord to permit such maintenance or installment of such equipment.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT “D”

MOLD NOTIFICATION ADDENDUM TO RENTAL / LEASE AGREEMENT

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the unit prior to your occupancy and knows of no damp or wet building material and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment/condo. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth. For your protection no verbal notices can be accepted.

Notification: Owner/Agent advises that molds are simple microscopic organisms which are found virtually everywhere indoors and outdoors. Tenant should be aware that moisture is necessary for and can contribute to mold growth. If moisture is allowed to accumulate in the unit, it can contribute to mold growth. Tenant will be faced with the prospect of having to be sensitive to and control sources of moisture in the unit. Notification and reporting of any conditions to the Owner/Agent shall only be made using the procedure set forth in the Notification and Reporting Procedure section below. For your protection no verbal notices can be accepted.

Tenant agrees to be conscious of and control other common household sources of mold. Owner/Agent cannot be held responsible for mold growth caused by humidifiers, pets, and indoor plants. Tenants agree to keep the unit clean. Regular cleaning and disinfecting of hard surfaces such as counter tops and showers with mild non-polluting cleaners and anti-microbial agents as well as regular vacuuming and dusting can help retard mold growth.

Notification and Reporting Procedure: All reports of mold, mildew, moisture intrusion, overflows and non-working heating and air conditioning systems, bathroom fans, bathroom ventilation windows, kitchen fans, or kitchen vent systems shall be made in person to Owner/Agent’s representative at the following location:

Maintenance – Barry Saywitz Properties (949) 930-7588
4740 Von Karman, Ste. 100
Newport Beach, CA 92660

Reports must be made in person in writing at this location using the form that Owner/Agent’s representative will provide Tenant at the time of making the report. Tenant must fill out the form completely, sign, and date the form. Tenant shall deliver the report in person to Owner/Agent’s representative in person. Owner/Agent’s representative will sign the form to acknowledge receipt and will provide Tenant with a copy. Owner/Agent will not recognize any other methods of notification and reporting.

Arbitration of Disputes: Any dispute between the parties arising from or relating to a claim for personal injury, which is directly related to, or arising from a condition of the leased premises or the common areas, or any event thereon, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the county in which the premises are located before three arbitrators, who shall be selected as follows. The claimant and respondent shall each select one arbitrator. The two selected arbitrators will then select a third arbitrator, and the three arbitrators shall constitute the panel. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: (a) Any demand for arbitration shall be made in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand or arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would have been barred by the applicable statute of limitations. (b) The arbitrators’ jurisdiction extends to all punitive damages claims and class actions. (c) Each party shall bear their own respective fees and costs relative to the arbitration process, and attorneys’ fees, if awarded shall not exceed \$500.00. (d) All administrative fees and costs, including but not limited to arbitrators’ fees relative to the arbitration process must be advanced prior to the selection of the arbitration panel and shall be borne equally by all parties. (e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law.

The undersigned Tenant(s) acknowledges having read and understood the foregoing, and receipt of a duplicate original.

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT “E”

POOL RULES AND REGULATIONS

1. The pool is to be used only between the hours of 9:00AM and 9:00 PM.
2. The pool is reserved exclusively for the use of the tenants and their guests.
3. Persons under the age of fourteen (14) shall not use the pool without an adult in attendance.
4. No alcoholic beverages shall be served or consumed in or around the pool area at any time
5. Running or jumping, ‘horseplay”, fighting, loud or dangerous conduct, and/or any noisy behavior disturbing to other Tenants are forbidden in or around the pool area.
6. No radio, record players, or other musical instruments may be used in or around the pool area.
7. Swimming suit required by law for use in the swimming pool.
8. Tenants and their guests are required to be properly attired at all times, going to and from, in or around the pool area.
9. No toys, inner tubes or any other objects whatsoever will be allowed in the pool at any time.
10. Safety equipment is not to be used except in case of emergency,
11. NO LIFEGUARD WILL BE ON DUTY.
12. Persons who use the pool facilities do so at their own risk.
Owner/Agent is not responsible for any accident or injury.
Owner/agent is not responsible for articles lost, stolen or damaged.

These rules are to remain in effect until modified. Please obey the rules.

IF NO POOL ON PREMISES CHECK BOX:

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT “F”

Co-Signer Agreement

This Agreement is an Addendum to the Rental Agreement dated _____, by and between Barry Saywitz Properties ____ LP, (hereinafter referred to as Landlord) and _____, (hereinafter referred to as Tenant). The undersigned, _____, (hereinafter referred to as Co-Signer) for the property located at _____, in the State of California agrees to the following:

I/We agree to be financially responsible for the monthly rent of \$_____.00 and any and all other charges due under the written rental agreement referred to hereinabove and agree that this agreement may not be terminated upon unilateral notice.

This agreement may terminate only upon the occurrence of one of the two following events: a. termination of the underlying rental agreement coupled with surrender of possession of the premises by the tenants, and all of them; or b. the written assent to termination by the Landlord.

Nothing in this agreement shall be construed to give the co-signers, or any of them, any right to possession of the premises described in the rental agreement, or any voice in the management of the property, collection of rent, etc. No modification of the terms of the underlying rental agreement shall operate to discharge co-signers from their obligations under this Agreement.

LANDLORD:

Barry Saywitz Properties ____ – LP

CO-SIGNER:

Signature

Print Name

Date

Signature

Print Name

Date

IF CO-SIGNER AMENDMENT DOES NOT APPLY, CHECK BOX:

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT "G"

PET AMENDMENT TO TENANTIAL LEASE AT

TENANTS HAVE PROVIDED A PET SECURITY DEPOSIT OF \$500.00

In response to Tenant's request, Landlord agrees that Tenant may keep _____ on the premises described as follows:

PET NAME:	ANIMAL TYPE:	BREED:
COLOR:	AGE:	WEIGHT:
LICENSE NO:	CITY OF LICENSE:	REQUIRED SHOTS, INCLUDING RABIES:

1. The pet described above, and only the pet described above, may be kept on the premises. This agreement shall not be construed as permitting additional pets, or the replacement of the described pet with another in the event of its transfer, loss, or death.
2. All pet dogs and cats must be housebroken. The pet may not be allowed to urinate or defecate on any unprotected carpet/tile inside the premises. Tenant shall immediately remove and properly dispose of any and all pet waste inside and outside of the premises.
3. Tenant shall prevent the pet from becoming an annoyance to, or source of discomfort or complaints from, other Tenants of the building or complex, or neighbors. Any and all urine, fecal matter, or other excretions from the pet shall be cleaned up by Tenant immediately.
4. Tenant shall prevent the pet from doing damage to the rental unit or common areas or other rental units in the building or complex.
5. Tenant shall not permit the pet outside the rental unit unless restrained by a leash. Pet is not allowed in laundry room or other recreational areas.
6. Tenant shall be liable to owner for all damages or expenses arising out of the actions of the pet, and shall hold Landlord and his agents and employees harmless from all liability or loss arising out of the actions of the pet.
7. Tenant agrees that in the event that said pet becomes destructive or disruptive (to neighbors, landlord and/or other tenants) in the view of the Landlord, Landlord may terminate the lease with a 10 day written notice to vacate.

All other terms and conditions under the lease will remain the same. The breach of any term of this agreement shall be deemed a breach of the rental agreement and subject to all remedies available under state law.

IF PET AMENDMENT DOES NOT APPLY, CHECK BOX:

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

EXHIBIT "H"

SECURITY DEPOSIT PAYMENT PLAN

1. Tenants to provide an additional security deposit of \$_____ in _____ installments.
2. The first installment of \$_____ is due_____.
3. **Any** payments not received by 5p.m. on specified dates, are subject to a late charge of **\$150.00**.

All other terms and conditions under the lease will remain the same.

IF SECURITY DEPOSIT PAYMENT PLAN DOES NOT APPLY, CHECK BOX:

SAYWITZ
PROPERTIES
DRAFT

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

Exhibit "I"

DRUG FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Agreement, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the rental agreement/lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement/lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of the Exhibit and any other provisions of the rental agreement/lease, the provisions of the Exhibit shall govern.

SAYWITZ
PROPER
DRAFT

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

Exhibit “J”

MOVE IN SPECIAL/TENANT CONCESSION

In the event that Tenant is provided any move-in special, Tenant concession or other rental offset or inducement, as part of the terms and conditions of their application and lease, and Tenant does not fulfill all of its obligations under the lease term, Tenant will be required to repay any such inducement or concession stipulated below. Additionally, in the event that Tenant pays its rent more than two times late during the term of the lease, then any rental inducement or concession provided will be required to be repaid in full immediately upon request from the Landlord. This is being provided as a rental inducement or concession in exchange for executing the lease, performing all of its duties and obligations under the lease, and in promise of its prompt payment of rent and other financial obligations throughout the lease term. In the event Tenant does not fulfill its obligations or is in default of the lease, Tenant will be required to repay these monies.

IF TENANT INDUCEMENT OR CONCESSION DOES NOT APPLY, CHECK BOX:

LANDLORD

TENANT

Barry Saywitz Properties – Two LP Date
Owner/Agent

Date

Date

Date

SAYWITZ
PROPERTIES
DRAFT

Landlords Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____
Tenants Initials _____

