

Babcock Associates Ltd

2515 Sonoma St • Torrance, CA 90503
(310) 212-6660

1. Residency and Financials

1.1 DESCRIPTION OF PREMISES

THIS LEASE AGREEMENT, between Babcock Associates, Ltd, Landlord, and <<Tenants (Financially Responsible)>>, Resident(s), sets forth the terms and conditions pursuant to which Landlord rents to Resident and Resident hires from Landlord the premises described herein:

1. PREMISES: <<Unit Address>>Assigned parking area:

Assigned storage area:

The signed parties of this agreement are jointly and severally responsible for the terms of this Agreement.

1.2 TERMS AND RENTAL

The term for this agreement shall commence at 12:01 am on <<Lease Start Date>>and shall end as of 11:59 p.m. on <<Lease End Date>>. In the event Resident(s) holds over, this agreement will automatically convert to a month to month tenancy. This lease agreement may be terminated as of the expiration date of this lease or at any time after the above-stated fixed term by either party. Lessee giving written notice thirty (30) days in advance. Lessor giving required legal notice pursuant to CCC1946.

The amount for the term shall be () Dollars () payable in monthly installments. Resident(s) agrees to pay <<Monthly Rent>> per month in advance on the first (1st) day of each month. Any and all amounts due and payable pursuant to this Lease shall be paid by legal tender of the United States of America only.

Rent to be prorated by payment of <<Prorated Rent>> for the period of ... to ... due on or before .

1.3 LATE CHARGE & RETURNED CHECKS

Resident acknowledges that the Lessor will incur certain administrative costs in connection with a late rental payment, and that the amount of such administrative costs would be difficult or impractical to ascertain. Therefore, the Parties agree that if Resident fails to pay the rent in full by the end of the 2nd day after it is due, Resident shall pay a late charge of \$75.00 as a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Lessor elects to accept rent after the late charge is incurred, payment in a form other than personal check may be required. Lessor does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, for any reason, Resident shall pay a returned check charge of \$45.00 as additional rent. A late charge will be imposed as additional rent if the returned check causes the rent to be late. Lessor may require future payments to be in a form other than a personal check in the event of a returned check.

1.4 SECURITY DEPOSIT

A Security Deposit of <<Security Deposit Charges>> has been paid at the time of execution of this agreement. Resident(s) acknowledges and agrees that Landlord may use the Security Deposit, or such amounts as are reasonably necessary, to remedy Resident(s) defaults, the payment of defaulted rent, to repair damages, to clean the premises and to restore the premises to rent-able condition either during or subsequent to Resident(s) occupancy. At no time shall any portion of this deposit be considered as an advance payment of rent nor is it to be used or refunded prior to premises being vacated by all residents. Resident(s) agrees to reinstate the total Security Deposit upon five (5) days written notice and to increase the Security Deposit as permitted by law upon thirty (30) days notice. Failure to reinstate security Deposit within (5) days after notice shall be considered a breach of this contract.

TERMINATION OF RESIDENCY commences as of receipt of all keys and gate/garage openers to Landlord, turning over possession of unit. The Security Deposit or balance thereof, together with an itemized accounting, shall be mailed to Resident(s) at the last known address as provided by law, CC §1950.5. Any refund of Security Deposit will be in check form, made payable to the Resident(s) on the current Agreement.

1.5 OTHER CHARGES

Resident(s) is/are to pay, when due, all utilities, services and charges, - except for the following items:

1.6 OCCUPANTS

The premises are rented for use as a residence by the following persons only: <<Tenants (Financially Responsible)>><<Other

Occupant(s)>>.

The stay of any other person shall not exceed one (1) week without written authorization from the Lessor. Additional persons staying in the premises for a period exceeding one (1) week shall constitute, a breach of this contract and just cause for eviction of Resident(s) and all other persons staying in the premises. Subletting any portion of the premises is prohibited and is an irremediable breach of the Agreement.

1.7 CONDITION OF PREMISES

By executing this Lease, Resident(s) acknowledges that he/she has examined the premises, all furniture, furnishings, appliances and fixtures, smoke and carbon alarms contained therein, if any, and accepts the same as being clean, in good order, condition and repair, except for items as noted on Inventory section of this contract. Resident(s) has seven (7) days after receipt of keys to notify Landlord, in writing, of any exceptions not noted in this contract or listed on the Move-in form. Specifically, Resident(s) acknowledges that all drains and waste pipes are clear at commencement of this agreement and the cost of clearing any partial or complete stoppage occurring during the term of this contract shall be paid by Resident(s). ("General Premises" shall mean all of the adjoining property owned or managed by Landlord whether or not it contains other dwelling units and facilities) Residents shall promptly pay for any damage or misuse to the apartment/unit/house, the general premises, contents, furnishings and equipment thereof which may be caused by Resident(s), his/her guests or occupants.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 USE OF PREMISES

RESIDENT(S) COVENANTS AND AGREES TO COMPLY WITH SUCH HOUSE, PARKING, POOL OR LAUNDRY RULES AS MAY BE DISTRIBUTED OR POSTED FROM TIME TO TIME ON THE GENERAL PREMISES.

a) NOISE - UNLAWFUL ACTIVITIES: Resident(s) or his guest shall not disturb, annoy, endanger or interfere with the Resident(s) of the building or neighbors, nor use the premise for any unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Resident agrees not to use the premises for any commercial enterprise, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Landlord, not to maintain any mechanical, electrical or other appliance or device operated by any said utilities except as herein listed and specifically approved by Landlord in writing.

b) ANIMALS: No animal/pet of any kind, except allowable by law, shall be brought, kept or maintained in or on the premises without the written permission of Landlord or his agent. This includes "visiting" animals/pets.

c) ALTERATIONS: Resident(s) covenants and agrees that no changes of locks, installation of aerials, satellite dishes, lighting fixtures or other technical equipment, use of nails, screws or fastening devices on walls, ceiling or woodwork, or alteration or redecoration of the premises shall be made without PRIOR written authorization of Landlord. IF LOCKS ARE ADDED OR CHANGED PURSUANT TO WRITTEN AUTHORIZATION BY LANDLORD, KEYS WILL BE DELIVERED IMMEDIATELY TO LANDLORD. Any damage done to the property and damage occurring while gaining lawful entrance, shall be paid by the Resident(s).

d) CLEANING AND REFUSE: Resident(s) covenants and agrees to maintain the cleanliness of the unit including window coverings and carpet, if applicable. All refuse and garbage shall be deposited by Resident(s) in the receptacles provided. Resident(s) shall be responsible for disposing of articles of a size or nature not acceptable to the receptacles or by the rubbish haulers for the building.

e) MECHANICAL EQUIPMENT: Automobiles, motorcycles or other mechanical equipment must display current registration, be in operable condition, is free from leaking fluids and park only in such space as assigned to Resident(s). Vehicles may not be washed, disassembled or assembled on the general premises. Guests must park off the property or in assigned guest parking space, if available, on the property. Parking spaces may not be used for any type of storage. Landlord reserves the right to tow away, at vehicle owner's expense, any vehicle causing an unsafe condition or parked in unauthorized spaces.

f) LAUNDRY ROOM AND POOL: Use of the pool area, if any, or laundry room, if any, is conditioned upon Resident(s) care and consideration. This privilege can be revoked by Landlord at any time, for any reason, without reduction of the above-stated rent.

g) SUPERVISION : Parents, adult residents, and/or guardians shall supervise minors, visiting or residing, in the unit or premise as needed.

Furthermore, Adult Resident(s) shall assume liability for injury resulting to persons residing in or visiting the unit. Tenant(s) will hold Landlord harmless for any and all claims resulting from the actions or presence of the adults, minors or any visitors in the unit or on the premises.

h) WATERBEDS: Resident(s) covenants and agrees not to bring upon, keep or maintain a waterbed or liquid - filled furniture on the premises unless said use or maintenance is permitted by: CC §1940.5, which includes the purchase of an insurance policy with Landlord and property listed as additionally covered.

2.2 LIST OF CHARGES

The following is a list of additional administrative charges that will be applied as applicable. All residents are given a full set of keys and gate access remote, if applicable, upon move in. If the rental contract is handwritten, residents are given a fully executed copy upon move in. If the rental contract is online, the residents have access to it anytime through their tenant portal.

DESCRIPTION	FEE
Change of Residents (remove from, add to, or otherwise changes the residents on the lease)	\$100.00/resident
Lease Renewal	\$150.00
Copy of Rental Contract	\$15.00
Key Copy (basic; i.e. unit door, mailbox)	\$10.00
Key Copy (do not duplicate)	\$15.00
Key Copy (Medeco or similar security key)	\$90.00
Rekey building (due to resident losing, distributing, misplacing key or key being stolen from them)	\$175.00 plus locksmith cost
Rekey laundry room (due to resident losing, distributing, misplacing key or key being stolen from them)	\$90.00 plus locksmith cost
Rekey/reprogram gate	\$90.00 plus cost of gate/garage company
Unit doorknob replacement	\$25.00/lock plus labor and materials
Gate remote replacement	\$75.00

2.3 INDEMNIFICATION OF LANDLORD

Resident(s) agrees to indemnify Landlord for any liability arising from termination of this agreement, for personal injuries, or property damage caused by negligent, willful or intentional misconduct of Resident(s), and/or their guests. This indemnification agreement does not waive Landlord's duty of reasonable care to prevent personal injury or property damage when that duty is imposed by law.

2.4 TENANT REPAIRS AND ALTERATIONS

Before making any repairs on the premises, Resident(s) shall first notify Landlord in writing of the need for such repairs and allow a reasonable time, not to exceed thirty (30) days for Landlord to arrange and have the necessary repairs commenced. If Landlord does not initiate action within thirty (30) days to effect the repairs, Resident(s) may have said repairs made and deduct their cost, not to exceed one month's rent, from the monthly rent. The vendor must be licensed and covered by workman's compensation insurance with certificates of insurance coverage given to Landlord prior to commencement of any work and a fully signed material and labor release upon completion. In the event that a deduction is claimed, all receipts and documentation shall be presented to the Landlord upon the payment of the monthly rent and the work must be of quality and have a guarantee which is acceptable to Landlord.

2.5 ASSIGNMENT OR SUBLETTING

Resident may not assign all or any portion of the Agreement nor shall Resident sublet all or any portion of the premises. Any attempt at assignment or subletting shall be void and a breach of this Agreement.

2.6 ABANDONMENT

Resident(s) agrees that he/she will occupy the premises continuously and that any unexplained absences from the premises under the terms and for the length of time set forth in the laws of CC §1951.3 and others shall constitute abandonment of the premises. Any personal property left on the premises so abandoned may be disposed of by Landlord in the manner set forth in CC §1980, et seq. and CCP §1174.

2.7 LANDLORD ENTRY

Upon not less than twenty-four (24) hours notice, Resident(s) shall make the demised premises available during normal business hours to Landlord and/or his authorized agent or representative for the purpose of entering:

- a) to make necessary or agreed repairs, decorations, alterations, improvements, or to supply necessary/agreed services, or
- b) to show the premises to prospective or actual purchasers, lenders, insurance representatives, prospective residents, workmen or contractors.
- c) In an emergency, Landlord, his agent or authorized representative, may enter the premises at any time without securing permission from Resident(s) for the purpose of making corrections or repairs to alleviate such emergency.
- d) Inspections or walk-thru.
- e) Upon demand by Landlord, Resident shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and /or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine.

2.8 INJURY, LOSS OR DAMAGE

Landlord shall not be liable or responsible in any way for injury to any person, or for loss of, or damage to, any article belonging to Resident located in said premises, or other premises under control of Landlord. No right of storage is given by this Agreement. Landlord shall not be liable for non-delivery or mis-delivery of messages nor shall Landlord be liable for and this Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation due to Resident, caused by strike, riot, orders of public authorities, acts of other residents, accident, the making of necessary repairs to the building of which said premises are a part, or any other cause beyond Landlord's control. Resident agrees to indemnify and hold Landlord harmless from all liability from such injury, loss or damage.

Landlord does not maintain insurance to cover your personal property or personal injury. Landlord urges you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

IT IS UNDERSTOOD BY RESIDENT AND ALL PARTIES THAT RESIDENT'S PERSONAL BELONGINGS ARE NOT INSURED BY LANDLORD AND THAT RESIDENT SHOULD INSURE ALL PERSONAL PROPERTY WITH A RENTERS INSURANCE POLICY.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 DEFAULT

a) TIME IS OF THE ESSENCE: The payment of rent by the date specified is expressly declared to be of the essence for the purposes of this lease, failure of which shall constitute a breach. A waiver by Landlord of any breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach.

b) TERMINATION FOR DEFAULT: If any default in the payment of rent or other term(s) of this Lease is not cured within three (3) calendar days after notice of such default is served upon Resident(s), or if Resident(s) shall vacate or abandon the premises, Landlord may forthwith terminate this Lease without further notice. In which event Resident(s) shall promptly surrender the premises and pay to Landlord all sums

described in CC §1951.2 and this Agreement. Furthermore, Resident(s) agrees that Landlord may recover any and all damages permitted under CCP § 3308.

c) NON-TERMINATION AND DEFAULT: The Landlord has the remedy described in CCP §1951.4 (Landlord may continue lease in effect after Resident's breach and abandonment and recover rent as it becomes due.

d) LIENS: Pursuant to CCP §1861 the Landlord shall have a lien upon any property of Resident(s) located on the premises or general premises to secure the payment of any sums which may be due under this Lease.

3.2 ESTOPPEL CERTIFICATE

Within five (5) days after receipt of written notice, Resident(s) agrees to execute and deliver a certificate as submitted by Landlord acknowledging that this agreement is in full force and effect or is modified and is in full force and effect as modified. Failure to comply shall be deemed Resident(s) acknowledgment that the certificate as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.

3.3 POSSESSION OF PREMISES

If Landlord is unable to deliver possession of the premises to Resident(s) at the commencement of the term specified in this agreement, Landlord will not be liable for any damage caused thereby, nor will this agreement be void or voidable. Landlord will take reasonable steps to obtain possession of the premises from previous Resident(s) or occupants. Resident(s) will not be liable for any rent until the date that possession is actually delivered. Resident(s) may terminate this agreement if Landlord fails to deliver possession of the premises within five (5) days of the commencement of the specified term.

3.4 BINDING ON SUCCESSORS

a) This agreement shall be binding upon and insure to the benefit of the heirs, executors, administrators and assignees or subletees, if permitted herein, of Resident(s).

b) If any provision of this Lease is found to be invalid or unenforceable, such determination shall not effect the validity and enforceability of any other provision of this agreement.

3.5 SERVICE OF NOTICE AND LEGAL PROCESS

a) Each Resident and Signatory to this agreement expressly acknowledges that each other Resident and/or Signatory to this agreement is the agent of said Signatory and in such capacity is specifically authorized to accept service of legal notice and of legal process on his/her behalf.

b) Service of a '3 Day Pay or Quit' or any other legal notice does not nullify this agreement.

c) Notice to parties:

1) Owner/Agent/Manager authorized to receive services of process, notices, rents/payments and demands:

Name: Babcock Associates, Ltd

Phone: (310) 212-6660

Address: 2515 Sonoma Street, Torrance, CA 90503

2) Days & hours payments will be accepted: Monday-Friday, 9:00 a.m. to

5:00 p.m., except Holidays.

3.6 OWNER-AGENT

a) The Owner represents that Landlord is the Agent of the property and has the authority to execute this Lease on behalf of the Owner of the property and does hereby agree to lease the property on the above and attached terms and conditions.

b) The parties to this agreement have read each and every term, covenant and provision of this contract and agree that it is material, reasonable, lawful, and enforceable.

c) This lease covers the nature of the agreement or addenda which have been agreed to in writing and signed by both parties hereto concerning the property. Each party hereto expressly agrees that no representations or promises have been made by any party hereto other than those contained in this Lease. No verbal agreement or implied warranties shall be held to vary the provisions hereof. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Whenever this agreement is signed by, or whenever the Resident(s) pays the rent to, a property manager, management company, or other agent of owner, such person or persons shall be considered as Landlord of the premises, and shall be authorized to prosecute any action for breach of this agreement and/or prosecute any unlawful detainer actions in the name of the property manager or property management

company or other agents named as authorized by CCP §369, without joining the owner of record or title owner as plaintiff.

3.7 ATTORNEY'S FEES

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, attorney's fees not to exceed the sum of \$500, plus costs.

3.8 RESIDENT(S) PLACE OF EMPLOYMENT

Resident(s) agrees to provide the Landlord the name, address and telephone number of the employer of each Resident residing in the premises, and in the event of change of employment to promptly notify the Landlord of said change.

3.9 CREDIT REPORT

The undersigned authorizes the Landlord to report a bad debt report or the default of any terms of this Residential Lease Agreement, including money owed by Resident, to credit reporting agencies.

3.10 MISCELLANEOUS

a) CAPTIONS: The captions of paragraphs of this Lease are provided only as a matter of convenience and for reference and in no manner define the scope or content of this lease or the construction of any provision thereof.

b) ENTIRE AGREEMENT: This lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matter, and each party to this Lease acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Lease, statement or promise not contained in this lease shall be valid or binding.

c) PARTIAL INVALIDITY: If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 MEGAN'S LAW

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

4.2 PROPOSITION 65

California **Health and Safety Code** Section 25249.6 et seq: requires that notice be provided to persons warning that they may be exposed to chemicals known in the state to cause cancer or certain reproductive and/or birth toxicants.

4.3 OTHER COVENANTS

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 OTHER NOTES

Additional Addendum forms: Move-In Checklist; Lead-Based Paint Disclosure; Mold & Mildew Addendum; Pest Control Service Disclosure; Bed Bug Addendum; Water Conservation/Regulations; Addendum to Rental Agreement; House Rules;

Additional Notes: No loud noise, music or parties at any time. Parking is for residents only; all residents must be parked in their assigned space at all times. No guest or visitor parking allowed at any time. All additional vehicles must be parked on the public street. NO EXCEPTIONS! Violators will be towed. Personal items may not be stored in carport, garage or parking space. No satellite dishes may be installed on the property without prior written authorization from the Landlord. NO PETS, except those allowable by law, may be brought in, on, or about the rented premises. This includes visitor's pets. Residents may not place personal items outside front door or hang items on exterior rails. Do not use 'rubber-backed' rugs on vinyl flooring; discoloration may occur and resident is 100% responsible for replacement cost. Tenants are responsible to maintain screens and screen doors supplied at the property; repair and/or replacement are the responsibility of the tenant(s).

5.2 ACKNOWLEDGEMENT, ACCEPTANCE AND EXECUTION OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. All parties agree that a faxed, emailed or electronic signature shall be deemed as valid and binding as an original signature. You may request a printed copy for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed