

DEAN BRUNNER RENTALS
6778 PASADO ROAD (MIDDLE DOOR)
GOLETA, CA 93117

(805) 685-5904 FAX (805) 685-0776 e-mail DBR@deanbrunner.com

SECURITY DEPOSIT	\$ _____	DUE _____	ADDRESS _____
06/20/08 PAYMENT	\$ _____	DUE _____	LESSEE(S): _____

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

1. **"LEASED PREMISES" AND "PROPERTY"**: The premises consist of the dwelling located at _____

- The "property" is the parcel of land upon which the premises are situated and includes all buildings, structures, fences, improvements, and vegetation on the land.
- This lease grants to Lessee (1) the exclusive use of the premises; (2) the non-exclusive use of the garage or other vehicle parking space assigned, and (3) the non-exclusive use of other property that is not a part of the leased premises. The non-exclusive uses are subject to such restrictions and conditions as Lessor may impose.

2. **LEASE TERM**: The lease term begins JUNE 26, 2008 AT 12:00 P.M. and ends on JUNE 12, 2009 AT 12:00 P.M. Graduating seniors may stay over to Monday, June 15, 2009 at 12:00 P.M. if the intent to do so is conveyed to Lessor in writing by May 1, 2009.

3. **TOTAL RENT**: The rent for the term of this lease is \$ _____. Lessor acknowledges receipt of \$ _____ first installment, the remainder to be paid in 11 (eleven) installments of \$ _____ on the twentieth (20th) of each month, beginning _____, 20__.

4. **OCCUPANTS & PURPOSE**: The premises shall be used solely as a private residence by Lessee and Lessee's minor children for no more than ___ persons. Lessee shall not permit a person other than those named above to occupy the premises, without the written consent of Lessor (except a temporary guest who stays for no more than a total of two (2) days during the term hereof).

5. **PAYMENT & NOTICES DELIVERED**: Only one (1) rent check will be accepted and receipted. All rent and notices shall be given or mailed to the Lessor at 6778 PASADO ROAD (MIDDLE DOOR), GOLETA, CA 93117. Mail slot available 24 hours/day. The bank's return of a rent check places Lessee in default for payment of rent and must be rectified within three (3) days of notification by Lessee's tendering a money order or a cashier's check in an amount equal to rent due plus the \$45 returned check charge plus the late charge. (see §7). If a second check is returned all further monetary obligations must be paid by money order or cashier's check. All sums due Lessor pursuant to this paragraph or any other provision of this agreement, or law, shall be paid upon demand.

6. **LATE CHARGES**: If any rent payment is not received by the twenty third (23rd) day of the month in which it is due, Lessee agrees to pay \$ _____ liquidated damages as additional rent. Acceptance of partial or late payment shall not be deemed a waiver of Lessor's right to the full amount of future timely payment of rent or the late charge.

7. **THREE DAY NOTICE**: If Lessee is in default for non-payment of rent or otherwise in default and Lessor gives Lessee, a Three Day Notice To (1) Pay Rent or (2) otherwise perform, Lessee shall pay Lessor \$30.00 liquidated damages as additional rent to cover the expense of preparing the notice and if the notice is served, \$25 liquidated damages additional rent for each Lessee served to cover the expense of serving the notice.

8. **KEYS**: Upon occupancy, Lessee receives one key per person, per lock, for a total of ___ keys which shall be returned at termination of tenancy.

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

10. **SECURITY DEPOSIT**: A security deposit of \$ _____ is paid at the time of the signing of this agreement. Lessee may not apply security deposit to rent. Lessor may co-mingle the deposit with other funds of Lessor, holding and using the same without interest.

10A. **SECURITY DEPOSIT REFUND**: Except as provided below, within 3 weeks after the termination of tenancy and Lessee's vacating the premises, the security deposit shall be refunded by a single check payable to all Lessees, (unless Lessor has written instructions to the contrary, signed by all Lessees), less deductions in the following order:

- a. Lessor's expenses for restoring the premises to the condition that they were in when received by Lessee, reasonable wear and tear excepted. Such restoring includes cleaning (including, but not limited to, carpets), as well as damage, repair and replacement. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time;
- b. Lessor's expenses for repairing any damage to the exterior of the property caused by Lessee or any guest(s) of Lessee. Lessor's expenses shall include, but not be limited to, cost of materials, charges of contractors, compensation of Lessor's employees. Lessor's expenses shall include, but not be limited to, cost of materials,

charges of contractors, travel expenses, and compensation of Lessor's employees, including but not limited to cash pay, workers compensation insurance, medical insurance, paid vacation and holidays, FICA and Medicare, unemployment insurance, and bookkeeping and administrative time;

- c. 1/365th of the lease term rent for each day (and part day) that the dwelling is unavailable to rent on account of the need to clean, repair, replace, and restore (except when such unavailability is due to reasonable wear and tear); and
- d. Rent delinquencies and other money due Lessor hereunder.

- If the amount of such deductions exceeds the security deposit, Lessee shall pay such excess to Lessor, upon demand.
- If Lessor has a reasonable belief that repair, restoration, and/or cleaning required is such that it cannot be completed early enough to know the expense thereof in time to compute the amount due Lessee soon enough to meet the 3 weeks requirement, or if for other reason beyond Lessor's control the amount due Lessee or Lessor is not or cannot be known soon enough to meet the 3 weeks requirement, Lessor shall make a reasonable estimate of such expenses and other charges, which shall be used to compute a preliminary determination of the amount due Lessee or Lessor. If such occurs, promptly after completing such repair, restoration, and/or cleaning and the resolution of all other uncertainties, Lessor shall recompute the amount due Lessee or Lessor and give Lessee written explanation thereof.
- The refund check (if any) and an itemized statement showing all charges shall be mailed to Lessee addressed to any address in the United States provided by Lessee in writing and if there is a lack of such, then to the dwelling that is the subject of this lease. Lessee shall, upon vacating, provide a forwarding address for Lessee.

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

12. CANCELLATION: This lease is a binding contract. It may not be canceled or changed without Lessor's consent. Lessor will consent to a replacement for a Lessee who wants out only if each of the following conditions is met:

- a. Written consent of all Lessees;
- b. The rent is paid in full to the date of the next due installment.
- c. Lessor has been paid for marketing and advertising costs incurred to find a replacement Lessee.
- d. Lessor has been paid \$250.

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

14. CONDITION: Lessee acknowledges that the premises are in good repair and in a safe and clean condition except as otherwise indicated on the INVENTORY & CONDITION REPORT that must be completed, signed, and returned to Lessor within three (3) days of occupancy. If the Inventory and Condition report is not signed and returned within three (3) days, then the premises will be conclusively presumed to be in good repair and in a safe and clean condition at occupancy. Upon termination, the premises shall be surrendered in as good condition as at the commencement of this Lease, reasonable wear and tear excepted.

15. MAINTENANCE: ALL REPAIR REQUESTS MUST BE MADE IN WRITING. Repair requests may be submitted to the office in writing or through www.deanbrunner.com. The 24 hour emergency number can be obtained by calling (805) 685-5904.

Lessee shall:

- a. Maintain the leased premises in as good a condition as when received, and pay for, all damages to and cost of repair of the interior of the premises (including, but not limited to, carpeting, walls, floors, ceilings, drapes, window coverings, appliances, plumbing, electrical fixtures and wiring, doors, screens, windows, and all furnishings), reasonable wear and tear excepted. Carpeting shall be vacuumed at least once each week. No smoking inside the dwelling.
- b. Lessee is Responsible for keeping and maintaining walk-ways, yard area, driveway, and other common areas free of litter and debris (examples: trash, bottles, cans, cigarette butts).
- c. Pay for all damage to, and for cost of repair of, the property, to the extent that such damage or need for repair is caused by or is contributed to by Lessee or those on or about the premises with the permission of Lessee.
- d. Promptly notify Lessor of all plumbing defects (such as, but not limited to, "slow" draining and leaks). Lessee is responsible for all damages resulting from failure to promptly notify Lessor.
- e. Cooperate with Lessor (at Lessee's expense) in Lessor's repair and maintenance activity, including, but not limited to, moving Lessor's property and goods for such activities as pest control.
- f. Not (1) make any alterations or additions, (2) paint, wallpaper, (3) apply tape to any surface, (4) attach exterior antenna, lights, speakers, or anything else outside of the leased premises, (5) change locks, or (6) make any other changes, without Lessor's written consent.
- g. Not fail to keep trash cans in the designated trash can areas. All trash must be placed in the cans or it will not be removed. Keep trash areas clean; areas out of control will be cleaned at Lessee expense.

The obligations of Lessee set forth in this paragraph are cumulative and in addition to obligations imposed on Lessee by law.

16. ENTRY: Lessor may enter the premises (a) in case of emergency; (b) to make necessary or agreed to repairs, decorations, alterations, or improvements; supply necessary or agreed services; (c) to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, contractors, insurance personnel; (d) when Lessee has abandoned or surrendered the premises; (e) pursuant to Court order. Except in cases of emergency, abandonment, or surrender, Lessor shall give Lessee reasonable notice of

intent to enter and enter during normal business hours, unless Lessee otherwise consents. Lessor may enter upon the property without notice and for any purpose.

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

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

- a. Use or possession of illegal drugs (including so-called "medical" marijuana) in, upon, or about the property.
- b. Creating or allowing the creation of live music involving electronic amplification from or about the premises and/or the property.
- c. The operation of TV, CD player, VCR, and/or other sound emitting device in a manner that results in sound being projected beyond the walls of the dwelling.
- d. Loud, unruly, or disturbing partying or other activity.
- e. Erecting or using a trampoline on the property.
- f. Attaching swings or ropes to trees or buildings.
- g. Use of the premises or the property for any business, commercial, or other non-residential purpose.
- h. Violation of any law, statute, or ordinance pertaining to the use of the premises or the property.
- i. Keeping or storing hazardous, toxic, or combustible materials (other than normal household items) in or about the premises or the property.

19. SMOKE DETECTORS: The premises are equipped with one or more smoke detection devices. Lessee acknowledges that the smoke detectors are working properly. If a smoke detector does not work, Lessee agrees to replace batteries as needed at Lessee's expense and to inform Lessor immediately of any defect, malfunction, or failure of any smoke detector.

20. ANIMALS/BIRDS/REPTILES: No animals, birds, or reptiles are permitted. "Visiting" pets are not permitted. Lessee will pay \$25 + \$5.00 per day for each day that Lessee permits an animal to be in or about the premises, whether or not Lessee owns the animal, unless written approval specifying a different charge has been given.

21. LIABILITY AND INSURANCE:

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

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

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

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

- a. Lessee's check shall not be returned by the bank. \$ 45
Inclusive of bank's charges:
- b. Bicycles shall be parked in designated bike racks except at following locations
 - 6608 Sueno: Rear patio of unit rented.
 - 6720 Trigo: Bicycle rack in parking lot.
 - 6715 Pasado: Storage rooms.
 - 6782A Pasado: GarageBicycles found elsewhere may be impounded and held for claiming: \$ 25
- c. Interior upholstered furniture may not be placed outside: \$ 10 per day after notice
- d. No live bands: \$500

	No loud partying resulting in police citation	\$200
	No beer keg or kegerator.	\$500
	No Hooka	\$250
e.	No being on the roof	\$100
f.	No trash cans outside of designated area for trash cans	\$ 15
g.	No skateboarding or shooting basketball hoops	\$ 25
h.	No unpermitted occupants	\$ 25 + \$10 per day per person
i.	Failure to return all keys at termination of tenancy	\$ 25 + cost to rekey all locks/new keys
j.	No Animals/Birds/Reptiles	\$ 25 + \$5 per day per animal/birds/reptile
k.	No Pong tables	\$50

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

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

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

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

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

30. PARKING: Parking is for the sole use of LESSEES-Not guests. Lessee shall not park or store any non-operational vehicle, boat, jet ski, trailer, R.V. or house trailer on the premises. Spaces are marked by the unit to which they belong. Anything parked in an unauthorized areas, including but not limited to, lawns, driveways and unmarked spaces, may be towed at the Lessee's expense. Lessees are authorized to tow vehicles from spaces marked for their individual units with proper identification and a signed copy of this lease. Lessor assumes no liability or responsibility for towing by lessee. Use only Thomas Towing, 964-0989.

By initialing as provided, Lessee acknowledges the receipt of a copy of this Lease, copies of which are attached hereto, and are incorporated herein by reference. (Initials of one Lessee are binding on all Lessees) _____

The undersigned have read the foregoing Lease prior to execution and acknowledge receipt of a copy. Santa Barbara, California, Dated: _____ 20__.

_____ LESSEE	_____ LESSEE	_____ LESSEE
_____ LESSEE	_____ LESSEE	_____ LESSEE
_____ LESSEE	_____ LESSEE	_____ LESSEE
_____ LESSEE		

LESSOR'S SIGNATURE: _____ DATE: _____