

RESIDENTIAL LEASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT
READ IT CAREFULLY

San Diego, CA Date: _____

Irving Bookspan Trustee ("Landlord") and _____ ("Tenant"), agree as follows:

1. Landlord rents to Tenant and Tenant rents from Landlord, for residential use only, those premises described as: 470 20th Street, #_____, San Diego, CA 92102 ("Premises"), together with the following furniture, appliances and fixtures: Refrigerator, oven, stove, ceiling fans, bound area rugs, heater, window treatments, and organized closet spaces.
2. The Term shall commence on _____ and shall terminate on _____. Tenant shall vacate the premises upon termination of the agreement unless: 1) Landlord and Tenant have in writing extended this agreement or signed another agreement for an extended or new tenancy; 2) Landlord accepts rent from Tenant (other than past due rent), in which case a month-to-month tenancy shall be created which either party may terminate with 30 days written notice to be effective upon receipt of the notice, not upon the date of the notice. It is specifically understood that upon expiration Landlord has no obligation to offer Tenant a renewal or extension on any terms or conditions.

Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party. Resident acknowledges that any renewal of a month-to-month tenancy may result in an increase in Rent, upon 30 days written notice from Landlord. Landlord may require the execution of a new lease agreement for a month-to-month tenancy.

3. Tenant agrees to pay monthly rent in the amount of \$_____, ("Rent") payable in advance on the 1st of each month. Rent shall be deemed late if no received by Landlord by the 3rd day of each month. If Rent is late, Tenant shall be assessed a late fee equal to ___% of the Rent. See Rules and Regulations attached.
4. Rent shall be paid to Irving Bookspan at 470 20th Street (to be deposited in rent box). Telephone contact may be made to Landlord or Landlord's Agent at 619-246-8307.
5. \$_____ as security has been deposited ("Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent, to repair damage caused by Tenant, and to clean the premises upon termination of tenancy. If used toward rent or damages during the term of tenancy, Tenant agrees to reinstate said total Security Deposit upon five (5) days written notice served to Tenant in person, or by mail. Any security deposit balance shall be mailed to

Tenant at the last known address within 21 days of surrender of possession of the Premises as evidenced by the return of all door and mailbox keys.

6. At this time the Tenant agrees to pay for all utilities and services based upon occupancy of the Premises, and the following charges, excepting only garbage, water, and sewer which shall be paid by Landlord. Tenant is hereby notified that the landlord may at some point in the future choose to utilize a third party billing provider for water and sewer. In the event that a third party billing provider is utilized; water and sewer charges would be borne by the Tenant. Landlord will provide tenant with no less than thirty day notification of his intention to make said change.
7. Tenant has examined the Premises, all furniture, appliances and fixtures contained therein (if any), and accepts same as being new and in perfect order, condition and repair, with the following exceptions: **See Inspection check list.**
8. The Premises are rented for residence use **only** by the following named person or persons:
 The named Tenants are jointly and severally responsible for performance of their obligations under this agreement, including the payment of Rent.
9. No pets of any type (whether mammal, reptile, bird or fish), shall be kept on or about the Premises.
10. Tenant shall not disturb, annoy, endanger or interfere with other tenants in the Premises, nor use the Premises for any unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance on or about the premises.
11. Tenant agrees to comply with all reasonable rules or regulations either posted on the Premises or served to Tenant.
12. Tenant shall keep the Premises, including all furniture, furnishings, appliances and fixtures (if any), which are rented for his or her exclusive use, in good order and condition, and shall pay for any repairs to the Premises (whether common or exclusive) caused by Tenant's negligence or misuse, or that of Tenant's guests or invitees. **Tenant is advised to secure renter's insurance to insure personal property, as Landlord does not insure the personal property of Tenant.** Other than in an emergency, before making any repairs on the Premises, Tenant shall first notify Landlord of the need for such repairs and allow a reasonable time for Landlord to arrange the repairs. Tenant shall notify Landlord in writing of the need for such repairs.
13. Tenant may not alter or repair the interior or exterior of Premises without Landlord's written consent. Tenant is liable for the cost for any alternations made by resident. Alteration includes but is not limited to painting, wallpaper, or modification of electrical appliances. Tenant shall not paint, wallpaper, or make alterations to the premises. Tenant shall hold Landlord harmless as to any mechanics lien recordation or proceeding caused by Tenant.
14. With not less than 24-hour prior notice, Tenant shall make the Premises available, during normal business hours, to Landlord or his authorized agent, for the purpose of entering the Premises to make agreed upon repairs, decorations, alterations or improvements, or to

supply other necessary or agreed upon services, and to show the Premises to prospective purchasers, mortgages, tenants, workmen or contractors. In an emergency, Landlord, or authorized agent of Landlord, may enter Tenant's Premises at any time, without securing prior permission from Tenant, for the purpose of repairing said emergency, without said entry to be deemed an unlawful entry or detainer of the Premises. In the event of such entry as is permitted by this paragraph, Tenant shall not be entitled to compensation or abatement of Rent for any inconvenience, nuisance or discomfort occasioned by such entry.

15. **Tenant shall not sublet all or any part of the Premises, nor assign this agreement or any interest in it.** Any attempted subletting or assignment shall be, at the election of Landlord, an irremediable breach of this agreement.
16. If Tenant abandons or vacates the premises, Landlord may at his option terminate this agreement, and regain possession in the manner prescribed by law.
17. If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and costs, in addition to all other relief granted.
18. Notice upon Tenant shall be served as provided by law. Notice upon Landlord may be served upon Manager of the premises, who is authorized to accept service on behalf of Landlord or delivered to Landlord at 666 Upas St. #704 San Diego CA 92103.
19. Within 10 Days after written notice, Tenant agrees to execute and deliver a certificate as submitted by Landlord, acknowledging that this agreement is unmodified and in full force and effect, or that it is in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgment that the certificate as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.
20. Time is of the essence. The waiver by Landlord of any of the terms of this agreement shall not be construed to be a continuing waiver of any subsequent breach, nor shall failure to enforce the provisions in a timely manner constitute a waiver on the part of Landlord to enforce these provisions at a later time. Landlord's receipt of Rent with knowledge of Tenant's violation of a covenant does not waive its right to enforce any covenant of this agreement. No waiver by either party of a provision of this agreement will be considered to have been made unless expressed in writing and signed by all parties.
21. If Landlord is unable to deliver possession of the Premises to Tenant 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 shall take reasonable steps to obtain possession of the Premises from previous Tenants and occupants. Tenant shall not be liable for any Rent; however, until the date that possession is actually delivered. Tenant may terminate this agreement if Landlord fails to deliver possession of the Premises within 10 days of commencement of the specified term.

22. The undersigned Tenant acknowledges having received a copy hereof, including a copy of the House Rules, Smoke Detector Agreement, Safe Streets Addendum, Inspection Check List, Security Policy Addendum, Lead Paint Addendum and Booklet (if applicable), which are attached to, and become a part of, this agreement.
23. 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 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 data base is updated on a quarterly basis and is 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.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

RULES AND REGULATIONS

470 20th Street

1. Rents are due **IN ADVANCE** on or before the **FIRST DAY** of each month. Rents received after the third day of the month are subject to a late fee of **\$75.00**. The charge shall be deemed additional rent; the charge does not establish a grace period as permitted by state/local law. Tenant shall not have the right to pay rent along with a late charge after a Notice to Pay or Quit has expired. Any payment of rent made by Tenant after the service of a Notice to Pay or Quit shall be acceptable only in the form of a certified check or money order. Landlord and Tenant agree that the charge is presumed to be the damages sustained due to Tenant's late rent payment, and that it is impracticable, or extremely difficult, to ascertain actual damages.
2. Rents should be paid by personal check, cashier's check or money order. A charge of **\$50.00** will be made for any returned check. In the event a check is returned for insufficient funds, payment must be made by money order or cashier's check. In the event a second check is returned, all subsequent payments shall be made by certified check or money order. No second party checks will be accepted.
3. Occupancy for this unit is limited to **1** person. Additional people (if current occupancy is not at the limit) must have prior written permission of Landlord, and shall be at Landlord's sole discretion. If approval is granted, an additional security deposit of \$500.00, and additional monthly rent of \$100.00 may be charged.
4. California Code of Civil Procedure, Section 1946, requires that **30 day written notice of intention to move** must be given. The 30-day notice period begins when written notice is received by Landlord. Failure to give such notice, or failure to pay rent for the 30-day period, may be cause for balances owed to be deducted from Tenant's security deposit. For an individual Tenant to be released from his or her responsibility to pay further rent, 30-day written notice of intention to move must be received by Landlord. Except as prohibited by law, if Tenant has been in possession of the unit for less than one year, this Agreement may be terminated by Landlord by service upon Tenant of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damages" equal to the current fair rental value of the unit, divided by 30. Daily rental value is prorated using a 30-day month.
5. Guests are permitted to stay with a Tenant for no more than **7 days** in any calendar year. Behavior of a guest is the sole responsibility of the Tenant. Any and all guests staying for more than **2** consecutive nights must first register with landlord.
6. Tenants, including their guests, shall not disturb, annoy, endanger or interfere with other Tenants or neighbors, whether from within their unit or in common areas. **The loud playing of stereos, televisions, or musical instruments is discouraged and any noise or boisterous conduct that would disturb the peace and quiet to which other residents are entitled is explicitly prohibited.** Any such disturbance, annoyance, endangerment or interference by a Tenant, or a guest, shall be grounds for issuance of a Notice to Perform Covenant or Quit. If the behavior continues, it shall be grounds for termination of the Tenant's Lease.

7. **No pet (whether mammal, reptile, bird or fish) shall be allowed.**
8. No sound of any kind shall be audible outside a Tenant's unit at any time. This applies to any sound, however produced, whether it is audible in another Tenant's unit, or in common areas.
9. No Tenant shall drive nails, install screws or hooks, or apply any kind of tape to any ceilings, window casings, door moldings or any surface other than a painted wall. Proper picture hanging hardware may be inserted into a painted wall solely for the purpose of hanging artwork or other decorative items. Upon vacating the premises, Tenant shall be responsible for repairing any holes or other damage caused to the walls, and if not adequately repaired and restored by Tenant to their original condition, Landlord may cause such repairs to be made at Tenant's expense and deduct such expenses from Tenant's security deposit. **Tenant may not repaint the apartment and at no time may window treatments and/or coverings furnished by landlord be altered or removed.**
10. Tenants have the obligation to report the existence of any problem, including those caused by the actions of other Tenants, to Landlord. Requests for maintenance or repair must be in writing, and should be submitted promptly.
11. Tenants are required to keep their units clean, sanitary and in as good order as their condition permits, in compliance with California Civil Code Section 1941.2. **They shall also keep exterior entrances and balconies or patios clean and free of obstacles and debris.** Balconies must be kept neat and clean at all times. No item may be left on the balcony permanently. Towels and laundry may not be hung from balcony railings. Flower planters are not permitted to be hung or placed on the balcony railing. Resident will not allow anything to fall from the balcony. Bird feeders are prohibited. Exterior window sill must be kept clear at all times. Tenants further agree to properly use and operate all electrical, gas and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits. **Barbeques are not permitted.** Further, all refrigerators, except frost-free, should be defrosted on a regular schedule. Do not use any sharp object to remove ice, because aluminum cooling system pipes can be easily punctured; do not allow stoves to accumulate food and grease on their tops or undersides.
12. Do not place any food waste or other debris into the sink drains. Clear off plates before washing dishes.
13. **Tenants are advised to purchase Renters Insurance, since Landlord's property insurance will not cover loss of Tenants' personal property.**

The replacement cost of lost keys (including mailbox) will be charged to Resident at \$25.00 per key. Locks shall not be changed, altered, or replaced nor shall new locks be added by resident without the written notification of the Landlord. Any locks so permitted to be installed shall become the property of the Landlord and Resident must promptly provide a duplicated key to the Landlord. **Changing or adding of locks in any manner without prior written approval from Landlord shall be deemed a violation of the lease terms and may result in a termination of lease by Landlord.**
14. There is no Tenant parking on the property. There is only street parking.

15. Resident has examined the Premises and is satisfied with its physical condition, order, and repair. Within three days of the Commencement Date, Resident shall complete and return to Landlord an Apartment Inspection Report detailing any deficiencies noted with the Premises. Failure to return the Apartment Inspection Report shall be deemed an acceptance of the Premises without exception. Any subsequent damage or deficiency noted by Landlord upon move out shall be charged to Resident. Upon termination or expiration of the Lease, Resident agrees to surrender the Premises to Landlord in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear.

Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in the common area caused by Resident, Occupant(s), or Resident's guests shall be paid by Resident. Resident has inspected and tested all smoke detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke detectors on a regular basis, and replacing batteries, unless hard-wired. Resident shall not tamper with, adjust or disconnect any smoke detectors. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law. Resident shall notify Landlord of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Landlord.

Resident acknowledges that it is necessary for Resident to keep the Premises clean and take other measures to prevent infestation by pests, including but not limited to, insects, birds, rodents, and other vermin. Resident agrees to keep the Premises in a clean and sanitary condition to ensure a healthy and safe environment for all residents and occupants, as well as to prevent infestation by insects, birds, rodents, and other vermin. To prevent such infestation, Resident needs to limit food and water sources for insects, birds, rodents, and other vermin. Resident agrees to: (a) promptly and regularly dispose of garbage, trash, and debris. Resident agrees not to accumulate excessive amounts of trash inside the Premises or on the Property; (b) not leave food out and store food in airtight containers; (c) not feed wild birds or other wild animals. They may become pests by leaving toxic droppings on balconies, etc. (d) **immediately** notify Landlord of any infestations by insects, birds, rodents, or other vermin in the Premises or in any other areas of the Property; (e) **immediately** notify Landlord of any plumbing and other water leaks or other moisture problems; (f) comply with any and all instructions given by Landlord and by extermination or fumigation service providers hired by Landlord; and (g) as necessary, discard household items that cause, or contribute to, pest infestation.

If Resident has caused any insect/bird/rodent/vermin infestation by insufficient housekeeping or has aggravated it, Landlord may charge Resident for reasonable extermination, treatment, and/or fumigation costs as permitted by federal/state/local laws. Resident agrees to permit Landlord to periodically inspect the Premises on an "as needed" basis after reasonable notice to Resident under state/local laws for recurring extermination or fumigation services and to verify that Resident has cured insufficient

housekeeping and/or pest infestation. **Resident agrees not to apply any pesticides unless it obtains Landlord's permission to apply such pesticides.**

As required by any state or local law, Landlord will notify Resident of extermination or fumigation services with 24 hours advance written notice unless an emergency requires immediate treatment or fumigation. As permitted by federal/state/local laws, Resident shall be responsible for damages to the Premises and to Resident's property resulting from Resident's failure to maintain sanitary Premises, unauthorized use of pesticides, and/or failure to comply with instructions from extermination or fumigation service providers or Landlord. A breach of any of the above-described obligations may be deemed good cause for the termination of Resident's tenancy.

If damage to the Premises from fire or casualty is a result of Resident's negligence, recklessness, or intentional or deliberate actions, Resident will be responsible for payment of the repair and damages to restore the Premises to its original condition. A failure to pay such amount constitutes a material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law.

16. **Waterbeds are not permitted.**
17. Pursuant to Civil Code Section 1785.26, notice is hereby given Tenant that a negative credit report reflecting on Tenant's credit record may be submitted in the future to a credit reporting agency if Tenant fails to fulfill terms of the rental agreement (or other credit obligation), or defaults on those obligations in any way. This is the only notice that Tenant will be given.
18. Tenants are responsible for maintaining access to their units. Landlord's keys are kept for backup and emergency purposes only. If lockout requests are abused, a charge of twenty-five dollars (\$25.00) for an additional key use will be applied above one lockout per month.
19. Smoking is not permitted inside the dwelling or in any common area where the act of smoking interferes with other tenants' quiet enjoyment of the property.
20. Open flames of any kind are not permitted inside the dwelling. This includes, but is not limited to, lamps and candles.
21. Buildings constructed prior to 1978 potentially contain asbestos, which is known to cause cancer. Asbestos is not harmful in an undisturbed state and is only potentially harmful if disturbed. Therefore, Tenants are not permitted to drill or cut into any wall, ceiling, or floor without expressed written permission from management.
22. **Air-conditioning units including, without limitation, window air conditioners are not to be installed anywhere in the premises or on the property.**
23. No bleach products of any kind are to be used when cleaning bathtub or bathroom sink.
24. Tenants shall comply with all rules and regulations of laundry room and laundry equipment. Tenants shall follow laundry machine requirements and use only highly concentrated "HE" detergent.

- 25. Reasonable efforts must be made to conserve energy resources. Resident shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.
- 26. Dispose of trash ONLY in areas prescribed by Landlord. Boxes and cartons must be broken down and placed directly in trash bins. No trash, bottles, or papers shall be left in any utility room, hall, or other common area. Do not sweep dust, dirt, or trash into a common area or dispose of from windows, doors, or balconies. Landlord reserves the right to bill Resident for removal of garbage/trash left in an unauthorized area. Adhere to all recycling procedures prescribed by Landlord.
- 27. All residents shall be governed by such additional policies as Landlord may publish from time to time. Such additional policies will carry the same weight and obligation as the rules and regulations listed herein. Resident shall follow such rules, regulations, and policies as may be posted in buildings, recreational areas, and common areas, and shall direct family, visitors, invitees, licensees, and agents to also comply.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

CABLE TELEPHONE ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee ("Landlord") and _____ ("Tenant"). Premises located at: 470 20th Street # _____, San Diego, CA 92102.

Tenant hereby agrees to notify Landlord if Tenant changes telephone service from a standard telephone line (such as SBC) to a cable-based service (such as Cox Cable).

In addition, at the end of his or her residency, Tenant agrees to return telephone service from cable to standard service. If the change is not made, Tenant agrees that his or her election to not make the change shall be considered as property damage, and may be remedied by a charge against Tenant's security deposit.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

LEAD-BASED PAINT DISCLOSURE

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

_____ Known lead-based paint or lead-based paint hazards are present in the housing.

Explanation included.

Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

_____ b) Records and reports available to the lessor (check one below):

_____ Landlord has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing. List of documents:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

_____ Tenant has received copies of all information listed above. Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (initial)

_____ Landlord has informed the Tenant of the Tenant's obligations under 42 U.S.C. 4582 (d) and is aware of his responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information provided by the signatory is true and accurate.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

MOLD NOTIFICATION ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee ("Landlord") and _____ ("Tenant"). Premises located at: 470 20th Street, # _____ San Diego, CA 92102.

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that Landlord has inspected the unit prior to lease and knows of no damp or wet building materials 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. It is also important that Tenants keep the interior of the unit clean and that they promptly notify Management of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

28. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
29. Tenant agrees to immediately report to Landlord any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
30. Tenant agrees to notify Landlord of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
31. Tenant agrees to report to Landlord any significant mold growth on surfaces inside the premises.
32. Tenant agrees to allow Landlord to enter the unit to inspect and make necessary repairs.
33. Tenant agrees to use bathroom fans and leave windows open while showering or bathing and to report to Landlord any non-working fan.
34. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
35. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
36. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
37. Tenant agrees to notify Landlord of any problems with the air conditioning or heating systems that are discovered by Tenant.

38. Tenant agrees to indemnify and hold harmless Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that Landlord may sustain or incur as a result of the negligence of Tenant or any guest or other person living in, occupying, or using the premises.

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

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

SAFE STREETS ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee ("Landlord") and _____ ("Tenant"). Premises located at: 470 20th Street, # ____, San Diego, CA 92102.

Landlord and Tenant mutually agree that:

- 39. **Illegal Drugs.** Tenant hereby agrees to keep the premises free of illegal drugs during the term of Tenant's tenancy. Tenant agrees that illegal drugs will not be used, stored, manufactured, or kept on the Premises by the Tenant, any family member residing on the Premises, or any guest, or invitee during the term of the Agreement. Tenant will use best efforts to keep the Premises "drug free" at all times.

- 40. **Substance Abuse.** Resident agrees that Tenant, any family member residing on the Premises, any guest, or invitee shall not use controlled substances (including alcohol and prescription medications) in a manner that will either:
 - Disturb the peace and quiet enjoyment of other Tenants or neighbors to the Premises; or
 - Endanger the health, safety, or well being of Tenant, any family member residing on the Premises. or any guest or invitee.

- 41. **Illegal Gang Activity.** Tenant agrees that Tenant, any family member residing on the Premises, or any guest or invitee shall not be a member of an illegal gang, nor shall Tenant, any family member, or any guest or invitee engage in any gang related activity on the Premises during the term of this Agreement. For purpose of this Addendum, the term "illegal gang" refers to a group, or a member of a group, of people involved in organized illegal activity or antisocial behaviors.

- 42. **TENANT AGREES THAT VIOLATION OF ANY OF THE ABOVE TERMS CONSTITUTES A NUISANCE AND IS GROUNDS FOR EVICTION AND/OR OTHER LEGAL ACTION BY THE LANDLORD.**

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

SATELLITE DISH ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee ("Landlord") and _____ ("Tenant"). Premises located at: 470 20th Street, # _____, San Diego, CA 92102.

Landlord hereby agrees with Tenant that, under a Federal Communications Commission order, Tenant has a limited right to install a satellite dish (or receiving antenna) on the leased premises. Landlord may impose reasonable restrictions relating to such installation. Tenant is required to comply with these restrictions as a condition to installing such equipment.

43. Number and size. Tenant may install only one (1) satellite dish (or receiving antenna). The dish may not exceed one (1) meter (39.5 inches) in diameter. The dish may receive but not transmit signals.
44. Location. Dish location is limited to two (2) places: either inside Tenant's dwelling, or outside Tenant's dwelling in an area such as a balcony, patio, or place that is under the exclusive control of Tenant (as defined by the lease). A satellite dish (or antenna) may not extend beyond the vertical and horizontal space that is under the exclusive control of Tenant.
45. Safety and Non-Interference. The dish installation
 - must comply with reasonable safety standards;
 - may not interfere with cable, TV or electrical systems within the property, or those of neighboring properties;
 - may not be connected to telecommunication systems on the property;
 - may not be connected to the property's electrical system, except through a standard 110 volt electrical outlet receptacle within the Tenant's dwelling.
46. Method of Securing. If the satellite dish (or antenna) is placed in a permitted outside area, it must be safely secured by one of two methods:
 - secure to a heavy, portable object, such as a slab of concrete;
 - attach by clamping to a part of the building's exterior which lies within the exclusive control of Tenant.
47. Signal Transmission from Exterior Dish (or Antenna) to Interior of Dwelling. Under the FCC order, Tenant may not damage or alter the leased premises, and may not drill holes through outside walls, door jambs, windowsills or any other barrier. If Tenant's satellite dish (or antenna) is located outside Tenant's dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of the dwelling solely by the following methods:
 - a "flat" cable under a door jamb or windowsill in a manner that does not interfere with proper operation of the door or window;
 - a cable through a pre-existing opening that will not require modification of the opening to accommodate the cable;

- cable connection through a window that can be accomplished without damage to the window (similar to the installation used for car phone connection across a car window);
- wireless transmission from exterior dish to interior receiver;
- any alternate method approved by Landlord.

48. Installation and Workmanship. Installation must be done by a qualified installer, approved by Landlord, using proper materials (also subject to approval). Landlord's approval shall not be unreasonably withheld.
49. Maintenance. Tenant shall have the sole responsibility for maintaining his or her satellite dish (or antenna), and all related equipment.
50. Removal and Damages. Tenant shall remove the dish (or antenna) and any other related equipment upon vacating the premises. Tenant shall be responsible for any cost of repairs or repainting made reasonably necessary to return the leased premises to its condition prior to installation of Tenant's equipment.
51. Liability Insurance and Indemnity. Tenant shall take full responsibility for the satellite dish (or antenna) and related equipment, and shall provide Landlord with evidence of liability insurance, protecting Landlord from personal injury and property damage claims of third parties, occasioned by Resident's dish (or antenna). Tenant further agrees to indemnify and hold Landlord harmless from claims of third parties.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

SECURITY POLICY ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee (“Landlord”) and _____ (“Tenant”). Premises located at: 470 20th Street, # _____, San Diego, CA 92102.

Landlord and Tenant mutually agree that:

- 52. No representation, either oral or written, has been made by Landlord (or Landlord's agent) concerning the safety of the property, or the effectiveness or operability of any security devices or security measures.
- 53. Neither Landlord (nor Landlord's agent) warrant or guarantee the safety or security of Tenant or Tenant's guests or invitees, against the criminal or wrongful acts of third parties. Each Tenant, guest or invitee is responsible for protecting their own persons and personal property.
- 54. Tenant acknowledges that security devices or measures may fail or be overcome by criminals, or by electrical or mechanical malfunction. Tenant acknowledges that he or she shall not rely on such devices or measures, and shall protect himself or herself (and personal property) as if the devices or measures did not exist.
- 55. Registered Sex Offenders Notice: Pursuant to Section 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 at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

SMOKE DETECTOR ADDENDUM

Addendum to the Rental Agreement dated _____, by and between Irving Bookspan, Trustee (“Landlord”) and _____ (“Tenant”). Premises located at: 470 20th Street, # ____, San Diego, CA 92102.

- 56. The premises that Tenant occupies is equipped with smoke detection device(s).
- 57. The smoke detection devices were working properly at the time Tenant initially occupied the premises and proper operation of the equipment was explained to Tenant by Landlord.
- 58. Tenant shall perform a test on the smoke detection devices at least once a week, in conformity with the manufacturer's recommended procedure.
- 59. If the smoke detector devices are battery operated, it is mutually agreed that Tenant shall:
 - a. test the battery at least once a week to be sure that it is in operating condition;
 - b. replace the battery if necessary (unless otherwise provided by law);
 - c. notify Landlord immediately in writing if after replacing the battery, the smoke detectors do not work.
- 60. Tenant shall notify Landlord in writing. Within 24 hours, of any defect, malfunction or failure of detectors.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

UTILITY ACCOUNT NAME CHANGE

Addendum to the Rental Agreement dated _____.

On this date of move-in _____, I/we, _____ ("Tenant"), acknowledge that the electric and or gas service has been recorded in my/our name(s), and the monthly statements are to be mailed to my/our new address at: 470 20th Street # _____, San Diego, CA 92102.

Responsibility for the payment of the monthly statement is my/our obligation.

Landlord: Irving Bookspan, Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____

INSPECTION CHECKLIST

Resident's Name: _____

Building Address: 470 20th Street # _____, San Diego, CA 92102

Keys	Move In	Move Out
Front Door Keys	Yes (<input type="checkbox"/>)	
Mail Box Keys	Yes (<input type="checkbox"/>)	

Kitchen

Refrigerator	new, clean, undamaged	
Stove	new, clean, undamaged	
Backsplash	new, clean, undamaged	
Floor	new, clean, undamaged	
Sinks, counters, cabinets & shelving	new, clean, undamaged	
Kitchen Rug (1)	new, clean, undamaged	
Walls	clean, undamaged	
Windows	all working	
Window Treatments	new, clean, undamaged	

Bathroom

Walls, doors	clean, undamaged	
Floor	clean, undamaged	
Tub, sink, toilet	clean, undamaged	
Shower Curtain/ Rod, Hangers, Plunger	new, clean, undamaged	
Vanity, Medicine Chest	new, clean, undamaged	

Living Room

Walls, doors	clean, undamaged	
Area Rug (1)	clean, undamaged	
Ceiling Fan	new	
Windows	new and all working	
Window Treatments	new, clean, undamaged	

Bedroom

Walls, doors	clean, undamaged	
Area Rug (N/A)	new	
Closet Organizer	new/clean undamaged	
Ceiling Fan	new	
Balcony	new deck and railing	
Windows/Doors	all working	
Window Treatments	new, clean, undamaged	

Miscellaneous:

I certify that subject property has been inspected and its condition so noted:

Landlord: Irving Bookspan,
Trustee

By _____

Date _____

Resident: _____

Date _____

Resident: _____

Date _____