

This is a SAMPLE LEASE ONLY. Individual leases may differ due to building differences.

KAMAP Property Management Lease

6521 Cordoba Road #2, Goleta, CA 93117 Phone (805) 685-2627 Fax (805) 968-8890 kamaproperties@hotmail.com

1. DATE. This Lease is made on _____.

2. PARTIES TO THIS LEASE are KAMAP Property Management (referred to as KAMAP in this Lease) and the following persons (referred to as Residents in this Lease) _____.

3. THE LOCATION OF THE PREMISES which is the subject of this Lease is Unit # _____ at _____.
This Lease includes the parking space # _____. Resident retains the right to have vehicles towed from their parking space.

4. THE SECURITY DEPOSIT for this Lease is \$ _____ and is due on _____. The Security Deposit is fully refundable if the Premise is left in a clean and rentable condition and all payments and fees under this Lease have been paid in full. (See section 16 for more on refunding of the Security Deposit.)

5. LENGTH OF LEASE. This Lease is for a period of _____ months and _____ days.

5.1 START DATE. Occupancy of the Premises by the Residents shall start at 12 NOON on _____.

5.2 END DATE. Residents shall be completely vacated (including cleaning) from the Premises by _____ NOON on _____.

6. HOLDING OVER. Resident understands that KAMAP will be contracting with a new party to move into the premises within a short period of time after the end of this Lease and that KAMAP needs this time to prepare for the new Lease. (The next Resident of the apartment may be moving in within 48 hours of the end of your lease. KAMAP needs that 48 hours for inspection, and to complete repairs or cleaning that may be necessary.) ALL cleaning must be completed, and ALL personal items must be completely removed, by 12 noon on the ending date of this Lease. It is understood by Resident that failure to move out on the date and time (12 NOON) specified in this Lease will subject KAMAP to great potential economic harm. This Lease is made upon the express agreement by Resident that Resident will vacate the Premises upon the agreed time and date or be subject to the following fees: Since it is difficult to ascertain the exact damages due to a holding over past 12 noon on the ending date of this Lease, Residents agree to pay **\$200.00** per each 4 hours, or portion thereof, if the premises are not completely vacated by Residents, or Residents agents, or guests, by 12 noon on the END DATE of this Lease.

7. LEASE PAYMENT SCHEDULE. There is ONE Security Deposit payment plus 12 lease payments on this Lease. The Security Deposit is payable when this Lease is signed. The 12 Lease payments are due and payable on the following schedule:

Security Deposit of \$ _____ is due on lease signing date.	
1 st \$ _____ is due on the first day of May 2009	7 th \$ _____ is due on the first day of Nov. 2009
2 nd \$ _____ is due on the first day of June. 2009	8 th \$ _____ is due on the first day of Dec. 2009
3 rd \$ _____ is due on the first day of July 2009	9 th \$ _____ is due on the first day of Jan.. 2010
4 th \$ _____ is due on the first day of Aug.. 2009	10 th \$ _____ is due on the first day of Feb.. 2010
5 th \$ _____ is due on the first day of Sep. 2009	11 th \$ _____ is due on the first day of Mar. 2010
6 th \$ _____ is due on the first day of Oct. 2009	12 th \$ _____ is due on the first day of Apr. 2010

8. LATE FEE. All payments are due on the **FIRST DAY OF EACH MONTH, EVEN IF THE FIRST DAY OF THE MONTH FALLS ON A SATURDAY, SUNDAY OR HOLIDAY.** However, there will be a "grace period" until 5pm on the 3rd (third) day of each month during which payments will be received but not marked late. Any payments received (or postmarked if mailed) after 5pm on the third day of each month will be charged a late fee of \$ _____ (5%) of the total payment amount due, and an additional **\$3.00** for every day after the third day that the total payment is not postmarked and received in full by KAMAP. (NOTE: If the third day of the month falls on a Saturday, Sunday, or any holiday the "grace period" is **NOT EXTENDED** and all payments were already due on the first.)

9. METHOD OF PAYMENT.

9.1 Each individual Resident and/or Guarantor shall be jointly and severally liable for the entire Lease payment due.

9.2 Payment on any amount due on this Lease shall be by a single check or single money order or cash, for the full amount due. Resident may elect to make payment with more than one check (or money order or cash) but agrees to add **\$5.00** for each payment device more than one.

9.3 KAMAP shall first apply any funds received from Residents towards the amount then owing on the Residents' account.

9.4 All payments shall be made payable to KAMAP and delivered by mail or in person at the following address:

KAMAP 6521 Cordoba Road #2 Goleta, CA 93117

10. DISHONORED CHECKS. Any check returned unpaid for any reason by either KAMAP's bank or Residents' bank to the other party shall be subject to a handling fee of **\$35.00** for the first occurrence. Any additional check returned unpaid for any reason by either party's bank to the other party, for the duration of the lease, shall also be subject to a late charge as per **Section 8, "Late Fee"** of this lease.

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11. COLLECTIONS/THREE DAY NOTICES. If Resident is in default for non-payment of rent on the 6th day of the month and KAMAP therefore, on that day or thereafter, prepares a Notice of Collections or a Three Day Notice to Pay Rent or Surrender Possession, Resident shall pay KAMAP an administrative charge of at least **\$350.00**. This is in addition to any Lease payments, late charges, interest or other fees that may be charged to the Residents' account.

12. PLUMBING BLOCKAGES. During the first 30 days of the lease KAMAP will clear plumbing blockages or slow draining pipes at no charge, unless it is clearly due to the negligence of Resident. After 30 days, the clearing of a plumbing blockage is the responsibility of Residents. Resident agrees to call KAMAP (685-2627) first to report any plumbing problems. If the blockage is determined to be due to the Residents negligence, **THE KAMAP PLUMBER'S SERVICE CALL STARTS AT \$60.00**. Resident assumes the liability for all charges if Resident makes a non-KAMAP approved service call.

13. KAMAP RIGHT TO ENTER. KAMAP shall give Resident at least twenty-four (24) hours advance notice of KAMAP's intent to enter the premises except in the following circumstances: (a) in case of any emergency; (b) when KAMAP reasonably believes that Resident has abandoned or surrendered the premises; (c) to make necessary repairs or inspection for repairs or services to the exterior of the building; and (d) for routine gardening services. Resident agrees that if Resident makes a repair/service request, Resident is giving KAMAP authorization to fulfill the request during normal business hours without 24 hour advance notice, unless Resident informs KAMAP otherwise in the written repair/service request

14. INSPECTION AND CONDITION OF PREMISES. The standard by which the condition of the Premises is judged shall be the California Civil Code and the reasonable industry standards as found in the surrounding community of Isla Vista, California. All parties to this Lease understand and acknowledge that the premises, which are the subject of this Lease, may be occupied by others at the time of lease signing since this Lease does not start until the date specified in Sec. 5 above. All parties to this Lease therefore agree as follows:

14.1. INSPECTION OF PREMISES PRIOR TO SIGNING THIS LEASE.

14.1.1 Resident acknowledges that they have actually inspected – or been given the opportunity to actually inspect – the premises.

14.1.2. KAMAP is unaware of any current condition – other than general cleaning and/or minor repair – that would make the premises untenable.

14.1.3. Other than general cleaning and/or minor repair, Resident accepts the current condition of the premise.

14.1.4. Any current condition at the premises that is not acceptable to Resident at the time of this signing – other than general cleaning and minor repairs – must be disclosed in writing at the lease signing time.

14.1.5. Any agreement by KAMAP to alter the premises' current condition in any way – other than general cleaning and/or minor repair – must be in writing and acknowledged as follows:

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14.2. INSPECTION OF PREMISES AT START OF THIS LEASE (CONDITION REPORT).

Prior to Resident taking occupancy, KAMAP shall inspect the Premises to determine its tenability. By delivering possession of the premises to Resident(s), KAMAP is asserting that the Premises is tenable and on par, or above par, with industry standards in the Isla Vista community. Upon taking possession of the Premises, Residents shall complete an Inventory and Condition Report and return it to KAMAP within twenty-four (24) hours of taking possession. (NOTE: It is the responsibility of Resident to either obtain an Inventory and Condition Report Form from KAMAP or make their own list and submit it – signed and dated – to KAMAP within 24 hours of taking possession.)

15. PAINTING CONDITION OF THE PREMISES. Unless Resident objects in writing at the time of taking possession, Resident hereby agrees that taking occupancy of the Premises is an acknowledgement that the interior walls of the premises are on par, or above par, with Isla Vista community industry standards at the time of Resident's occupancy. Resident hereby agrees that if, upon Resident vacating, the interior of the premises requires painting to return it to rentable Isla Vista community industry standards, and Resident shall pay the following:

15.1 The full cost of said painting if Resident has occupied the premises for nine months or less;

15.2 Two thirds (2/3) of the cost of said painting if Resident has occupied the premises for more than nine months but less than twenty four months;

15.3 One third (1/3) of the cost of said painting if Resident has occupied the premises for more than twenty four months but less than thirty six months;

15.4 None of the cost of said painting if Resident has occupied said premises more than thirty six months.

15.5 Damage – such as, but not limited to, holes in the painted surfaces, will not be prorated

16. SECURITY DEPOSIT. KAMAP may apply the SECURITY DEPOSIT to:

16.1 Any default in the payment of rent by Resident

16.2 The repair of any damages to the leased premises caused by Resident, or Resident's guests and/or invitees

16.3 Toward any fees or charges (as example only: late fees returned check fees)

16.4 To clean the leased premises upon termination of the tenancy

16.5 The **PROFESSIONAL STEAM CLEANING** of the carpet if Resident does not provide proof of professional steam cleaning (NOTE: As proof, you must provide KAMAP an invoice from the company doing the carpet cleaning showing the date and time of their work. Steam cleaning must be the last thing done in your unit. You may not walk on the carpet after it has been professionally steam cleaned.)

16.6 The SECURITY DEPOSIT shall be withheld for reasonable wear and tear to the leased premises, however it is agreed that cleanliness is not a factor of reasonable wear and tear, so even if an item is left worn it must still be left clean.

16.7 KAMAP shall mail the remaining SECURITY DEPOSIT to Resident within 21 days of the end of this Lease.

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17. KEYS. Residents will be given one **house key** for each Resident who signs this lease but only one mail box key (if applicable) will be given for the apartment. Resident will be charged **\$10.00** per key for any lost key or key not returned at the end of the lease. **Keys not returned to KAMAP on the day the apartment is vacated will be treated as lost.** (NOTE: You may have replacement or additional keys made from your roommate's keys at your own expense if you wish, but it is hereby agreed that all copied keys immediately become the property of KAMAP and must be returned to KAMAP at the end of this Lease.) . (NOTE: KAMAP will not issue a premises or mail box key to any sub-lessor without the written authorization of the Resident(s).)

18. SUBLETTING. KAMAP shall permit Resident to sublet the leased premises upon receiving a written document stating the names of the persons who will be subletting. But when subletting, Resident understands that **RESIDENT REMAINS LIABLE** under the lease for regular Lease payments and for **ANY** damages done to the premises by their sub-lessors. There is no administrative charge for subletting your apartment. KAMAP will not issue any keys for the premises or mail box to any sub-lessors without the written authorization of the Resident(s). (NOTE: Resident is strongly advised to obtain credit worthiness reports and adequate security deposits from any sublet especially if the sublet is from a jurisdiction outside of California.)

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19. PROCEDURE FOR RELEASING A RESIDENT FROM LIABILITY UNDER THIS LEASE. Removing a person from the lease is a material change of the lease that affects the rights and duties of all parties to this Lease. KAMAP does not agree to any undocumented changes in the lease. KAMAP may agree to a release if the release does not substantially change the ability of the remaining Residents to maintain the Lease, and if the following conditions are met:

19.1 The Resident requesting to be removed from this Lease shall obtain a written document stating that every Resident on the Lease agrees that the vacating Resident will no longer be liable under this Lease. The document must be signed and dated by every Resident on the Lease. The document must include a statement releasing any claim by the vacating Resident to a portion of the security deposit. (In other words, KAMAP will be giving only the remaining Residents the security deposit at the end of the lease term, so you need to work out with them any security deposit you think you have coming.)

19.2 Each Resident seeking to be released of liability shall pay KAMAP **\$400.00** for such release of liability under this lease.

20. PROCEDURE FOR ADDING A RESIDENT TO THIS LEASE. Adding a person to this lease is a material change of the lease that affects the rights and duties of all parties to this Lease. KAMAP does not agree to any undocumented changes in this Lease, however, at KAMAP'S sole discretion, KAMAP may agree under the following conditions:

20.1 Any new Resident wishing to become a part of this Lease after the initial signing of this Lease, must fill out a KAMAP rental application, provide credit information acceptable to KAMAP, agree to become bound by all of the terms and provisions of this Lease, accept liability for the present financial status of this Lease and the physical condition of the Premises, and must obtain the written agreement of every Resident to being added to the Lease.

21. UTILITIES.

21.1 PHONE ('Hard line'). VERIZON (800-483-4000) is the local access, 'hard wire' phone service utility in the Goleta area (as of the date of this lease), and it is the sole responsibility of Resident to contract with VERIZON if they wish to have 'hard wire' local access phone service. If contracting with any phone company for 'hard wire' phone service, Resident agrees to have that phone company verify the 'hard wire' phone line(s) and 'jack(s)' from the "Point of Embarkation" to their phone or device, at the time of initiation of service..

21.2 TRASH. KAMAP shall be responsible for providing the normal trash collection service to these Premises. (NOTE: Large items that do not fit in standard trash receptacles, and items that the trash collection service considers hazardous – like, but not limited to batteries and oil – are not normal.)

21.2 WATER. KAMAP shall be responsible for contracting and paying for the normal water service to the Premises.

21.4 GAS & ELECTRIC. Resident shall be responsible for contracting and paying for the gas (Gas Company 800-427-2200) and the electric services (Edison Company 800-655-4555) to their Premise. Resident agrees to maintain electric service for the entire length of this Lease as it is detrimental to the refrigerator interior if there is no electric service. The electric utility company, (Southern California Edison), will automatically bill KAMAP if Resident fails to contract for service on their own. **Therefore, Resident agrees to pay a FIFTEEN DOLLAR (\$15.00) handling fee to KAMAP, for any electric bill that KAMAP has to pay for Resident as a result of Resident failing to initiate contract or pay, those utilities on their own.** This **\$15.00** handling fee to KAMAP is payable even if Resident later contracts to pay the 'back' utility bill directly to the utility company.

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21.5 INTERNET/CABLE TV. KAMAP agrees to pay for basic Internet and basic Cable TV service from Cox Cable on a service agreement to the entire building at which this leased premises is located. However Cox Cable remains the primary Internet/Cable TV provider and any and all issues regarding this service, including but not limited to installation, service, maintenance, reception, interruption, or accessibility, shall be directed by the Resident only to Cox Cable (805-683-0059). Resident agrees to any change in the programming package that KAMAP may make with Cox Cable. In addition, any services beyond – or upgrades to – the basic Internet and Cable TV services shall be the responsibility of Resident. Resident agrees to hold KAMAP harmless from any damages due to the interruption of any Internet or Cable TV services for any reason, unless the interruption was caused by KAMAP's failure to pay for the basic building service charge. Resident agrees to abide by any Internet access rules under the entire building service plan.

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22. OCCUPANCY. The total number of persons occupying these premises shall be no more than _____. Residents agree to an additional lease payment of **\$750.00** per month for any person that occupies the premises in excess of _____ persons. For purposes of this section, it is agreed that "occupying the premises" means any person residing at the premises for more than 7 days or 7 nights in any 30 day period.

23. PETS. Keeping, or permitting to be kept, any pet in or about the leased premises is strictly prohibited and is considered a **major breach** of this lease, subjecting Resident to (1) immediate eviction, and (2) charges for any damages, and (3) additional rent of **\$500.00** per any month, or portion of month, in which the breach occurred. This **INCLUDES ANY VISITING PET.** (NOTE: This also includes the family pet that just comes for a very short visit with your parents.) Allowing any pets on the premises may also incur damages (such as, but not limited to, flea spraying, deodorizing, disinfection, carpet replacement, scratch repair) in addition to pet rent of \$500.00 per month (or portion of month).

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24. HOUSEHOLD INSECTS OR OTHER PESTS. Ants, termites, spiders, flies, bees, wasps, cockroaches, mice, raccoons, skunks, nesting wild birds, etc. are a fact of nature. Sometimes these creatures are following a food source which is in the control of Residents. Sometimes they are "swarming" which is simply in their nature (for example termites in late summer), and some creatures are protected by law. It is agreed by Residents that Resident will make the initial attempt to control indoor pests by cleaning up food sources, initial spraying with standard household pesticides, setting out of mice traps, etc. KAMAP does retain a professional pest control company for spraying as needed.

25. HOUSE RULES. Resident shall comply with all rules pertaining to the Premises, which may be changed periodically upon lawful notice. The rules include, but are not limited to the following:

25.1 All of Resident's personal items must be kept out of common areas and off balconies and common walkways.

25.2 There shall be no storage of inoperative vehicles, boats, campers, or trailers on the leased premises, and Resident shall not conduct repairs of any motor vehicles on the premises.

25.3 All motor vehicles and bicycles shall be parked in designated parking areas.

25.4 Bicycles locked to hand railing or stairways constitute an access and safety issue and will be removed without additional notice, and if locked, the locks will be cut at Resident's expense.

25.5 Any personal items remaining at the end of this Lease may be removed immediately by KAMAP at Resident's expense and may be disposed of by KAMAP within 24 hours of the end of this Lease. **KAMAP WILL NOT STORE YOUR PERSONAL ITEMS WHEN YOU MOVE OUT AT THE END OF YOUR LEASE.**

25.6 Hibachi's and barbecues may not be used in any area which has a wooden surface or subsurface or any other flammable surface or subsurface.

25.7 Resident shall not install or permit to be installed any liquid filled beds, liquid filled furniture, aquariums of more than five gallons, or exterior antenna in or about the leased premises.

25.8 RESIDENT AGREES TO ONLY SMOKE OUTDOORS, if at all, and agrees to discard butts on the grounds.

25.9 PARTIES. - Resident agrees to respect the rights of their neighbors by keeping any gathering or party **INSIDE** their apartment, and to clean up any litter left in the common areas after the gathering or party. Resident is responsible for any damage done to the Premises by their guests or by anyone drawn to the Premises due to their gathering or party.

25.10 TRASH. - Any trash or litter left lying in common apartment areas (such as outside front doors or in courtyards) will be cleaned up and charged a minimum of **\$25.00** each time it is necessary to remove such trash or refuse including cigarette butts. Resident shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacle as provided and shall cooperate in keeping the trash area neat and clean. Resident shall be responsible for disposing of items of any size or nature as are not normally acceptable by the trash hauler for the premises. Trash left upon move out must also fit in receptacles or be subject to special pickup charges.

25.11 NOISE. - Resident agrees not to create or allow any noise or activity (including, without limitation, the operation of any loud music, noise or other sound or light apparatus, or any loud instrument) on the premises which disturb the peace and quiet of any other Resident. Resident shall not engage, or otherwise encourage, any band to perform or practice on the premises. Resident agrees to curtail making any noise that can be heard outside Residents apartment after 10:00 PM on Sunday, Monday, Tuesday, Wednesday, Thursday nights and after midnight on Friday or Saturday nights.

25.12 Resident shall be responsible for keeping the garbage disposal clear of items that may tend to cause stoppage of the mechanism.

25.13 Resident shall make no alterations, repairs, or changes to the leased premises without the prior written consent of KAMAP. Upon termination of occupancy, the premises shall be surrendered to KAMAP in substantially the same condition as received, reasonable wear and tear excepted.

25.14 CARPETS. - Resident agrees to have the carpet professionally steam cleaned (and provide a receipt showing time and date cleaned as proof) when Resident vacates the apartment, no matter the length of this Lease. If the carpet is not professionally steam cleaned at termination, Resident agrees that KAMAP may have it so cleaned and have the amount charged against Resident's security deposit.

25.15 Resident shall not change or alter the lock or locking device on the leased premises without the prior written consent of KAMAP. In the event the Resident shall change the lock or locking device or fail to return all keys to the leased premises to KAMAP upon termination of the tenancy, Resident shall pay to KAMAP **\$50.00** for any changed or altered lock or locking device, and **\$10.00** for each key not returned.

25.16 It is in the best interests of Resident and KAMAP, and it is an ordinance of the County of Santa Barbara, that every Residential unit has a smoke detector. KAMAP shall install a smoke detector in the premises. It is Resident's duty not to attempt - and not allow any Resident to attempt - to defeat the purpose of the smoke detectors, and to notify KAMAP immediately when one appears to not be functioning properly.

25.17 Any window screens that are damaged will be replaced at a charge of **\$60.00** per screen. Door screens will be charged at **\$300.00** per screen.

25.18 Resident agrees not to hang any banners from any balconies on these Premises nor to cause displays - such as but not limited to posters, pictures, clothes - to be visible from the outside from their windows or balconies.

25.19 Maintenance/Repair Requests shall be submitted to the KAMAP at 6521 Cordoba Road in writing, or by email to kamaproperties@hotmail.com.

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26. APPLIANCES. One refrigerator and one stove are included in this Lease. No other furniture is included in this Lease.

27. ROOF/ATTIC ACCESS. Access to the roof and/or attic of the building, which houses the Premises, is strictly prohibited. Entering onto the roof or into the attic areas is a **major breach** of this Lease and is cause for (1) immediate eviction, and (2) charges for any damages to the roof or attic, and (3) additional rent of **\$350.00** per any month or portion of month that roof or attic was used.

28. REMODEL/REPAIR/CONSTRUCTION WORK. From time to time remodel, repair, and/or construction may be necessary in and around the building. This activity is necessary to upgrade and improve the building and no compensation will be given for any noise or inconvenience associated with these activities.

29. LOCKED OUT. KAMAP may assess a charge of **\$5.00** for sending someone out to open your apartment door between 6 AM to 6 PM Monday through Friday. All other times KAMAP may charge **\$25.00** for this service.

30. INSURANCE AND INDEMNIFICATION. Resident's personal property is not insured by KAMAP. KAMAP shall not be liable for any damage or injury to Resident, or any other person, or any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of KAMAP, its agents, or its employees. Resident agrees to hold KAMAP harmless from any claims for damages, no matter how caused except for injury or damages for which KAMAP is legally responsible. Each Resident agrees that they will either self-insure or obtain their own insurance for such damage or injury. (NOTE: KAMAP is not liable for any damage or breakage to your apartment, including windows, doors, or screens, or if your car is broken into, unless such damage or breakage was the direct result of actions by KAMAP.)

31. DELIVERY OF POSSESSION. If KAMAP cannot deliver possession of the leased premises to the Resident on the scheduled date of commencement of this tenancy, this Lease shall not be void or voidable, nor shall KAMAP be liable for any loss or damages resulting therefrom, but there shall be a prorated reduction in the rent for the period between the scheduled commencement of this Lease term and the normal commencement of the Lease term. Said pro-rata formula shall be: Monthly Rent divided by 30, times the number of occupancy days lost.

32. ATTORNEY'S FEES. If any legal action or proceeding be brought by either party to this Lease to enforce any provision hereof, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorney's fees.

33. BY SIGNING HERE KAMAP and Residents agree to be bound by the terms of this lease and agree that there are no other oral or written agreements.

For KAMAP _____ Date _____
6521 Cordoba Road #2, Goleta, CA 93117, Phone (805) 685-2627, Fax (805) 968-8890, kamaproper@ms@hotmail.com

Signature _____ Date _____

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