

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 «LetterDate».

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) «c11TenantName», «c42TenantName», «c73TenantName», «c104TenantName».

3. RESPONSIBILITY FOR RENT PAYMENT. Each individual Resident and/or Guarantor shall be jointly and severally liable for the entire Lease payment due.

4. THE LOCATION OF THE PREMISES which is the subject of this Lease is Unit # «FirstName» at the _____, Goleta, CA, 93117. This Lease does not include a parking space.

5. 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 25 for more on refunding of the Security Deposit.)

6. FIXED TERM LEASE. This is a fixed term Lease. There is no automatic renewal. Occupancy of the Premises by the Residents shall start at 2PM on _____. Residents shall be completely vacated (including cleaning) from the Premises by 12 NOON on _____.

7. TOTAL RENT. The rent for the term of this Lease is \$ _____. The total rent will be divided into 12 (twelve) equal installments. KAMAP to receive \$ _____ 1st (first) installment, due July 1st (or Lease Start Date – whichever is earlier) and the remainder to be paid in 11 (eleven) installments of \$ _____ on the First (1st) of each month thereafter.

8. LATE CHARGE. 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 4th (fourth) day of each month** during which payments will be received but not marked late. Resident agrees to pay \$ _____ liquidated damages, as additional rent, if any rent payment is not received (or postmarked if mailed) **in full** by 5pm on the fourth day of each month. Acceptance of partial or late payment shall not be deemed a waiver of KAMAP’s right to the full amount of future timely payment of rent or the late charge. **(NOTE: If the fourth day of the month falls on a Saturday, Sunday, or any holiday the “grace period” is NOT EXTENDED – all payments were already due on the first day of the month.)**

9. METHODS OF PAYING RENT.

10.1 Payment for the full amount due on this Lease shall be by the following devices: (1) single personal check, or (2) single money order, or (3) single electronic payment (debit card, credit card, bank wire, ACH). **CASH NOT ACCEPTED.**

10.2 If more than one payment method is tendered (example only: two credit card payments, or one check and one debit card in the month), Residents agrees to a service charge of **\$10.00** for each additional payment after the first payment method, no matter which device is used.

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

10.4 All payments shall be made payable to KAMAP and delivered by mail, electronically, or in person at the following address: **KAMAP 6521 Cordoba Road #2 Goleta, CA 93117**

«c11TenantName»

«c42TenantName»

«c73TenantName»

«c104TenantName»

10. DISHONORED PAYMENT DEVICES. Any payment device returned unpaid for any reason shall be subject to a handling charge of **\$35.00** for the FIRST occurrence. Any additional payment device returned unpaid for any reason for the duration of the lease, shall also be subject to a late charge as per **Section 8, "Late Charge"** of this lease.

11. HOLDING OVER. Resident understands that KAMAP will be contracting with a new party to move into these 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.

12. COLLECTIONS/THREE DAY NOTICES. If Resident is in default for non-payment of rent on the 5th 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/collections charge minimum of at least **\$350.00** – the charge may be higher depending on additional collection fees. This is in addition to any Lease payments, late charges, interest or other fees that may be charged to the Residents' account.

13. SUBLETTING AND ASSIGNMENT. No portion of the premises shall be sublet, nor this Lease Agreement assigned, without the express consent of Kamap. Any attempted subletting or assignment by Resident without such express consent of Kamap, shall, at the election of KAMAP be an irremediable breach of this Lease Agreement and cause for immediate termination as provided herein and by law. Resident is expressly prohibited from offering all or part of the premises for short-term rental, such as, but not limited to, through AIRBNB, VRBO or other such sites.

14. OCCUPANCY. The total number of persons occupying these premises shall be no more than _____. Residents agree to an **additional** lease payment of **\$1,500.00** 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.

15. 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 payments, and if the following conditions are met:

15.1 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 this 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.)

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

16. 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:

16.1 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.

17. Condition of Premises: Resident acknowledges receipt of the Premises in a clean condition and in good order and repair without exception, except for such deficiencies as Resident sets forth in a written list of deficiencies supplied by Resident to KAMAP within 24 hours of the commencement of tenancy. This requirement is intended to protect Resident against erroneous charges. Resident acknowledges receipt of an Inventory and Condition Report to be completed and returned to Kamap to be used for such purpose. Resident shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (d) not permit any person in or about the Premises with Resident's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon, nor he himself to do any such thing; (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Resident shall be liable for the expense of any repair caused by Resident's failure to comply with conditions. Resident is obligated to do any repair-of-damage work or cleaning only through licensed, insured professionals approved in advance by KAMAP in writing and to provide KAMAP with releases from such individuals evidencing full payment for any such repair or cleaning work. Resident shall not install or use any dishwasher, clothes washer, clothes dryer, air conditioner or other major appliance in or about the Premises, except those which may be supplied by KAMAP, unless approved in advance by KAMAP in writing. Resident shall not use electrical appliance in the Premises, either individually or in the aggregate, which exceed the electrical capacity of the wires, switches, receptacles, fuses, circuit breakers or other components of the electrical system in the Premises. Any amenities that do not affect the habitability of the Premises such as swimming pools, barbeque areas, and patio or picnic furniture, may be reduced or removed at KAMAP's sole discretion and the reduction or removal of such amenity shall not constitute a material breach of this Lease Agreement.

18. 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:

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

18.2 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;

18.3 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;

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

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

19. 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 **\$25.00** 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.)

20. 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 expressly informs KAMAP otherwise.

21. UTILITIES.

21.1 TRASH. KAMAP shall be responsible for paying 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 UTILITY RESPONSIBILITY VARIES DEPENDING ON BUILDING LOCATION.

21.3 GAS & ELECTRIC. Resident shall be responsible for contracting and paying for the gas (Gas Company 800-427-2200) and the electric services (**SCE.com or Edison Company 800-655-4555**) to their Premises. 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 TWENTY FIVE DOLLAR (\$25.00) 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, that utility on their own.** This **\$25.00** handling fee to KAMAP is payable even if Resident later contracts to pay the ‘back’ utility bills directly to the utility company.

21.4 INTERNET. KAMAP agrees to pay for basic Internet service from Cox Cable on a service agreement to the entire building at which this leased premises is located under a master service agreement which DOES NOT include Cable TV. NOTE that KAMAP pays for, but does not maintain or service the cable services. Cox Cable remains the primary Internet 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 (**855-512-8876**). Resident agrees to hold KAMAP harmless from any damages due to the interruption of any Internet 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. Any hardware or software needed to connect the cable to Resident’s computer or TV, or services beyond, or upgrades to, the basic Internet services shall be the sole responsibility of Resident, including any charges for downloads prohibited by Cox Cable policies. Resident agrees to pay KAMAP a minimum **\$50.00** service charge if it becomes necessary for Kamap to work with Cox Cable to restore service that was interrupted due to Resident downloading prohibited material (per Cox Cable policies).

21.5 COX CABLE MODEM. Residents will be issued one Cox Cable modem at no charge. Residents agree to contact Cox Cable on their own if they desire to use a non-Cox Cable supplied modem. Resident agrees to pay Kamap up to \$150.00 for any Cox Cable equipment or device that is broken or missing from the premises at the end of the Lease.

22. PETS. Pets or animals of any kind – including “visiting” pets/animals - are prohibited to reside, or be present, at the premises at any time, without prior consent of KAMAP. KAMAP reserves the right to withhold consent, but will not unreasonably do so if Resident provides a written request for an accommodation for an Emotional Support Animal (ESA) along with documentation supporting the request, evidence of current rabies vaccinations and licensing with the local government agency, and the proposed animal is appropriate, given the living area of the premises. KAMAP may consider a pet upon request by Resident, and if KAMAP consents to the presence of the pet at the premises then the Resident agrees to pay Pet Rent as Additional Rent if the pet is a dog or a cat in the amount of \$300 per month to maintain possession of the pet. Resident also agrees to pay an additional deposit in the amount of \$300 to cover any damages caused by the pet. Tenant shall provide KAMAP with evidence of rabies vaccinations for the pet if applicable, and in the case of a dog shall provide evidence of current licensing with the local government agency before consent will be given. Consent to have the pet reside at the premises must be given by all roommates. Continued presence of the pet or ESA at the premises without first meeting all of the state’s requirements will constitute a material breach of the lease, and KAMAP may pursue all remedies available for such violation including eviction and forfeiture of the lease. KAMAP reserves the right to require removal of the pet or ESA if the animal becomes unreasonably disruptive to other Residents; if Resident fails to clean up after the animal; if the animal displays aggression to other Residents, their guests or other animals at the premises; or if the animal is completely inappropriate in KAMAP’s opinion for the premises.

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

24. SKATE BOARD/BIKE RAMPS, TRAMPOLINES, FIRE PITS, POOLS. Construction, or use, of skate board or bike ramps, trampolines, fire pits, outdoor pools or hot tubs, even if temporary, on the 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 prohibition includes, but is not limited to, using any part of the premises’ rails, curbs, stairways, steps, or any other feature of the building, for such skate board and/or bike ramps.

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

25.1 Any default in the payment of rent by Resident

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

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

25.4 To clean the leased premises upon termination of the tenancy to the condition it was upon Residents start of lease

25.5 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.)

25.6 No 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.

25.7 KAMAP shall mail the remaining SECURITY DEPOSIT in one check within 21 days of the termination of this Lease, to the person designated by Residents.

26. HOUSEHOLD INSECTS OR 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. If it is determined that the insect or pest infestation is the result of Residents negligence, Resident agrees to pay for the insect or pest abatement.

27. 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.

28. ROOF/ATTIC ACCESS. Access to the roof (including fascia) 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 fascia or attic, and (3) additional rent of **\$500.00** per any month or portion of month that roof or attic was used.

29. 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 \$100.00 (That's \$100 minimum even if it only takes the plumber one minute to plunge the toilet).** Resident assumes the liability for all charges if Resident makes a non-KAMAP approved plumbing service call.

30. LOCKED OUT. It is Resident's primary responsibility to hire their own locksmith, at Resident's expense, if they lock themselves out of their unit. However, if the lock out is during normal KAMAP office hours, Resident may obtain a temporary loaner key. In such cases, KAMAP may assess a service charge of **\$25.00** for opening your apartment door between 10 AM to 5PM, Monday through Friday, or **\$100.00** at all other times.

31. DELIVERY OF POSSESSION. If KAMAP cannot deliver possession of the leased premises to the Resident at the scheduled time of commencement of this tenancy, this Lease shall not be void or voidable, nor shall KAMAP be liable for any loss or damage 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 actual commencement of the Lease term. Said pro-ration formula shall be: Monthly Rent divided by 30, times the number of occupancy days lost.

32. MEGAN'S LAW. California Civil Code 12079-10a requires that you be informed that sex offender databases are maintained by law enforcement agencies, and that the public, including the Lessee, may access them at <http://meganslaw.ca.gov/>.

33. 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:

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

33.2 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, including, but not limited to, any body work and/or painting of vehicles.

33.3 All motor vehicles and bicycles **shall be parked** in designated parking areas. Car spaces are purchased and belong to those who have paid for that space. Space owner must call a towing company, such as Thomas Towing 805-964-0989, if a tow is needed. The owner of the space is required to order the tow and show their parking lease agreement and ID.

33.4 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 bicycle owner's expense.

33.5 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.

33.6 Hibachi's and **barbecues** may not be used or stored in, or on, any area which has a wooden surface or subsurface or any other flammable surface or subsurface.

33.7 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.

33.8 SMOKING. See attached Addendum regarding Smoking Ordinance of Santa Barbara County.

33.9 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.

33.10 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 **\$50.00** 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 such 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.

33.11 NOISE. - Resident agrees not to cause or allow any noise or activity (including, without limitation, the operation of any loud music, noise or other sound or light apparatus or practice of any loud instrument) on the premises which disturb the peace and quiet of any other Resident. Resident shall not engage, or otherwise encourage, any live 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.

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

33.13 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 cleaned and in substantially the same condition as received, reasonable wear and tear excepted.

33.14 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.

33.15 KEYS & LOCKS. Resident shall not change or alter any lock or locking device on the leased premises without the prior written consent of KAMAP. Resident agrees to pay **\$200.00** for any changed or altered lock or locking device, and **\$25.00** for each key not returned.

33.16 CARBON MONOXIDE AND SMOKE DETECTORS. The premises are equipped with one or more carbon monoxide/smoke detectors that were tested at the time of initial occupancy and the Detectors were installed and in proper working condition at that time. Any Detectors that are not in working order at the time of occupancy must be reported on the Inventory and Condition Report. 2) Lessees agree to perform weekly tests of each Detector. 3) Lessees agree to keep the Detectors in the locations they were at initial time of occupancy and agree that they will not de-activate any Detectors. 4) Lessees must inform the Lessor immediately by filing a repair request at Kamaproperties@gmail.com, of any defect or malfunction of the Detectors. 5) Lessees agree that replacement of any deactivated or missing Detectors will be done so at Lessee's expense.

33.17 Window glass broken, and window or door screens damaged or broken, are the sole responsibility of the Resident no matter the cause, unless the breaking or damage was caused by a KAMAP agent or contractor or by normal wear on the screens. Any window screens that are damaged will be replaced at a charge of **\$90.00** per screen. Door screens will be charged at **\$400.00** per screen.

33.18 EXTERNAL SIGNS OR DISPLAYS. Resident agrees not to hang any **banners from any balconies or railings** on these Premises nor to cause displays – such as but not limited to posters, pictures, bottles – to be visible from the outside from their windows or balconies or railings.

33.19 BALCONIES & HAND RAILS. Resident agrees not to sit on, or climb on, or climb over, or attach anything to hand rails. Resident agrees not to permit any more than four persons to be on their balcony at one time. Also note that Santa Barbara County Ordinance (*Ord. No. 4287 Chapter 17 Sec 17-9*) does not permit sofas or couches to be stored or used on balconies, or any outdoor areas, including enclosed yards.

33.20 Laundry Room machines are maintained at some KAMAP properties by WASH Services INC., 800-342-5932 or wash.com. Resident will not hold KAMAP liable for any problems associated with the use of WASH Services machines, including refunds or damages to Residents personal property.

33.21 Maintenance/Repair Requests shall be submitted to the KAMAP at 6521 Cordoba Road #2 in writing, or by email to kamaproperties@gmail.com.

34. 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: Resident is responsible to pay for any damage or breakage (not limited to but for example, someone attempting to break into Resident’s apartment - including damage to Resident’s windows-doors-screens; and KAMAP is not liable if Resident’s car is broken into. These are examples of why KAMAP strongly suggests that the Resident seriously consider obtaining renter’s insurance. Residents may also be covered by their co-signers home owners policy.)

35. SOCIAL HOST LIABILITY. Resident is hereby given notice of “Santa Barbara County Social Host Liability Ordinance” (*Ord. No. 4752, § 2, 6-15-2010*), having to do with parties in Isla Vista and under age alcohol and substance abuse. It is hereby agreed that the violation of this ordinance constitutes a major breach of this Lease. In addition, Resident agrees to indemnify and hold KAMAP harmless from any claims, losses, damages and expenses due to the violation of this ordinance by Residents and/or their guests or invitees.

36. EXTERIOR TRASH AND FURNITURE LIABILITY. Resident is hereby given notice of Santa Barbara County Ordinance regarding solid waste in Isla Vista (*Ord. No. 4287 Chapter 17 Sec 17-9*). The intent of this ordinance is to stop the unsafe and expensive burning of sofas or other items in the streets of Isla Vista. It is hereby agreed that the violation of this ordinance by Resident, their guests or invitees, constitutes a major breach of this Lease. In addition, Resident agrees to hold KAMAP harmless from any claims, losses, damages and expenses due to the violation of this ordinance by Residents and/or their guests or invitees.

37. Rent Cap and Just Cause. KAMAP mark one.

_____ This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just-cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of sections 1947.12 (d) (5) and 1946.2 (e) (8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

_____ California Law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the CA Civil Code for more information.

«c11TenantName»

«c42TenantName»

«c73TenantName»

«c104TenantName»

38. ORDINANCE LOCATION. Pursuant to Civil Code section 1940.7, Resident is hereby notified that the Premises may be located near a formal federal or state ordinance location.

39. 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, and understand that all signees are jointly and severally liable under this Lease.

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

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

Date _____
Signature «c11TenantName» «c21StreetAddress»«c31CityStateZip» _____
Email for «c11TenantName» _____

**MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT**

It is our goal to maintain the highest quality living environment for our residents. KAMAP has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident 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 Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify KAMAP of any leaks, moisture problems, and /or mold growth.

Resident 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:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold, and to promote air flow around furniture, or other items that may restrict air flow, especially next to walls, by keeping furniture, or other items, at least three inches removed from touching the walls of the Residence.
2. Resident agrees to immediately report to KAMAP any water intrusion, such as plumbing leaks, drips or “sweating” pipes.
3. Resident agrees to notify KAMAP of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to KAMAP any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow KAMAP to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans, where applicable, while showering or bathing and to report to KAMAP any non-working fan.
7. Resident agrees to use exhaust fans, where applicable, whenever cooking, dishwashing, or cleaning.
8. Resident 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.
9. Resident 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.)
10. Resident agrees to notify KAMAP of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless KAMAP from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys’ fees that KAMAP may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

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

<hr/> <u>«c11TenantName»</u>	<hr/> <u>«LetterDate»</u>	<hr/> <u>«c42TenantName»</u>	<hr/> <u>«LetterDate»</u>
<hr/> <u>«c73TenantName»</u>	<hr/> <u>«LetterDate»</u>	<hr/> <u>«c104TenantName»</u>	<hr/> <u>«LetterDate»</u>
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**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

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 and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

KAMAP's Disclosure

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

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

_____ Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect your Family from Lead in Your Home*.

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.

«c11TenantName»

«LetterDate»

«c42TenantName»

«LetterDate»

«c73TenantName»

«LetterDate»

«c104TenantName»

«LetterDate»

California's Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause Cancer, and/or birth defects or other reproductive harm.

These chemicals are found within this establishment. This notice provides you with information on what chemicals are present and what your exposure to them might be.

Warning

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products:

Tobacco products and tobacco smoke and its by products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

Furnishing, Hardware, and Electrical Components:

Room furnishings and building materials contain formaldehyde, which is known to the state of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources:

Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned; Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Materials:

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to the State of California to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gas vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used in Cleaning And Related Actives:

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain certain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene, which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs:

The use and maintenance of a variety of recreational actives and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Initials _____

«c11TenantName», «c42TenantName», «c73TenantName», «c104TenantName»

(California's Proposition 65 Warning continues on next page)

(Continuation of California’s Proposition 65 Warning)

Paint and Painted Surfaces:

Certain paints and painted surfaces contain chemicals such as lead and crystalline silica that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures:

The operation and maintenance of engines, including automobiles, van, maintenance vehicles, recreational vehicles, and other small internal combustion engine are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control Chemicals:

Pest control and landscaping products used to control insects and weeds contain resmethrin, mycobutoniol, triforine and arsenic trioxide which are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

Sources of Chemical Exposures:

California’s Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm. The law requires businesses with 10 or more employees to provide warnings prior to knowingly and intentionally exposing individuals to any chemicals when the exposure is over a certain level. While many exposures are associated with industrial actives and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This notice provides warning and information regarding exposures to these chemicals that occur in the facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulation for implementing Proposition 65, offer warnings for various circumstances. Some of those warning you may see in this residential rental property including the following:

General Warning:

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm.

Foods and Beverage Warning:

Chemicals Known to the State of California To Cause Cancer, Or Birth Defects or Other Reproductive Harm May be Present in Foods or Beverages Sold or Served Here.

Alcohol Warning:

Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

«c11TenantName»

«LetterDate»

«c42TenantName»

«LetterDate»

«c73TenantName»

«LetterDate»

«c104TenantName»

«LetterDate»

CARBON MONOXIDE DETECTOR ADDENDUM

This document is an Addendum to that Lease made with Kamap on «LetterDate» for that property location Unit # «FirstName» at the Boardwalk Apartments, 6521 Cordoba Road, Goleta, CA, 93117 for the original period of «JobStartDate» to «JobEndDate» and which the Residents are «c11TenantName», «c42TenantName», «c73TenantName», «c104TenantName».

1. The Premises is equipped with a carbon monoxide detection device(s).
2. Kamap agrees to test and make operational the carbon monoxide device(s) prior to the Residence moving into the Premises.
3. Resident acknowledges that the operation of a similar carbon monoxide device was explained by Kamap in the presence of Resident at the time of signing this Lease.
4. Resident may not disable, disconnect or remove the detector.
5. Resident shall perform the manufacturer’s recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly.
6. If the carbon monoxide device is battery operated, Kamap will initial here _____.
By initialing as provided, each Resident understands that said carbon monoxide detector(s) and alarm is a battery-operated unit and it shall be each Resident’s responsibility to:
 - a. Ensure that the battery is in operating condition at all times;
 - b. Replace the battery as needed (unless otherwise provided by law); and
 - c. If, after replacing the battery, the carbon monoxide detector(s) do not work, inform Kamap immediately.
 - d. Resident shall perform the manufacturer’s recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly.
7. Resident(s) must inform Kamap immediately in writing of any defect, malfunction or failure of any detector(s).
8. In accordance with California law, Resident shall allow Kamap access to the premises for that purpose upon reasonable notice.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

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

_____	_____	_____	_____
«c11TenantName»	«LetterDate»	«c42TenantName»	«LetterDate»
_____	_____	_____	_____
«c73TenantName»	«LetterDate»	«c104TenantName»	«LetterDate»
_____	_____	_____	_____

SANTA BARBARA COUNTY ORDINANCE #4928
(Regarding Smoking in Santa Barbara County)

This document is an Addendum to that Lease made with Kamap on «LetterDate» for that property location Unit # «FirstName» at the Boardwalk Apartments, 6521 Cordoba Road, Goleta, CA, 93117 for the original period of «JobStartDate» to «JobEndDate» and which the Residents are «c11TenantName», «c42TenantName», «c73TenantName», «c104TenantName».

Santa Barbara County Code, Chapter 37, was recently amended by newly enacted Santa Barbara County Ordinance #4928. This newly enacted ordinance provides, in part, as follows:

Sec.37.5 (a) Smoking and the use of Tobacco Products and Electronic Smoking Devices is prohibited in the Unenclosed Areas of the following places within the unincorporated area of the County of Santa Barbara, . . . (7) Unenclosed Common Areas of Multi-Unit Residences.

Sec 37.3 (t) "Smoking means inhaling, exhaling, burning or carrying any lighted, heated or ignited "Tobacco Products", "Tobacco Product Paraphernalia", "Electronic Smoking Devices" or Electronic Smoking Device Paraphernalia" or any plant intended for human inhalation.

The ordinance provides for penalties administered by the County of Santa Barbara.

A complete copy of Ordinance #4928 is available on line at:

https://library.municode.com/ca/santa_barbara_county/codes/code_of_ordinances?nodeId=CH37ALITORE

Resident agrees to indemnify and hold KAMAP harmless from any claims, loses, damages, and expenses due to the violation of this ordinance by Residents and/or their guests or invitees.

The County of Santa Barbara holds the police powers to enforce County Ordinances and levy fines. Resident agrees not to smoke, or permit smoking, within their Premises, and agrees to reimburse KAMAP for reasonable expenses, including painting interiors/exterior of apartments, and/or any other interior or exterior, remediation, cleaning, or maintenance needed if Resident, or Residents' guests, use smoking devices in, or on, the Premises in violation of this agreement

Resident hereby acknowledges receipt of this notice of the new Santa Barbara County Ordinance #4928.

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

_____	_____	_____	_____
«c11TenantName»	«LetterDate»	«c42TenantName»	«LetterDate»
_____	_____	_____	_____
«c73TenantName»	«LetterDate»	«c104TenantName»	«LetterDate»
_____	_____	_____	_____

BEDBUG ADDEMDUM TO LEASE

This document is an Addendum to that Lease made with Kamap on «LetterDate» for that property location Unit # «FirstName» at the Boardwalk Apartments, 6521 Cordoba Road, Goleta, CA, 93117 for the original period of «JobStartDate» to «JobEndDate» and which the Residents are «c11TenantName», «c42TenantName»,«c73TenantName», «c104TenantName».

1. Resident understands that Bedbugs are an ongoing problem in the rental housing arena throughout California, and that Resident plays an important role in ensuring that Bedbugs do not infest the Premises. KAMAP has inspected the Premises prior to the Lease and knows of no Bedbug infestation. This Addendum defines Resident’s responsibilities under the Lease Agreement regarding Bedbug control. By signing this addendum, Resident affirms that they will inspect the Premises at move-in. If any Bedbugs are found, Resident will immediately inform KAMAP, in writing, of their presence. Absent such report in writing to Kamap from Resident, Resident agrees that there are no Bedbugs present in the Premises at the time of Resident’s move-in.
2. Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for Bedbugs and do not contain any Bedbugs. If Resident detects that any personal property of Resident may have Bedbugs, Resident promises not to bring said property onto the Premises. Resident agrees to carefully inspect all personal property they bring into the Premises prior to entering the Premises to ensure that the property is free of bedbugs. Resident agrees to do their part to ensure Bedbugs do not enter the Premises after they move in, including, but not limited to: continuing to check any personal property that is brought onto the Premises for Bedbugs; checking all luggage, clothing and other personal belongings for Bedbugs if Resident stays in a hotel or visits another home; uses public transportation/ or utilizes other public areas that may carry Bedbugs. In addition, Resident agrees to inspect furniture and personal belongings after a guest’s visit or stay in the Premises to ensure no Bedbugs were brought on the Premises by guest.
3. Resident agrees to report any sightings or signs of Bedbugs immediately in writing to KAMAP. Since Bedbugs multiply fast and can become an infestation affecting not only the Resident but other individuals/units in the rental property, Resident understands that it is of utmost importance to report any Bedbug sightings or signs immediately.
4. Resident agrees to cooperate in every way KAMAP’s requests regarding Bedbug control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding Bedbug control and removal from any Pest Control company hired by KAMAP, as well as assisting with the preparation for treatment of the Premises for Bedbug control where necessary. This Bedbug control preparation can be extensive, and may include items such as special washing instructions for bedding, clothing, etc., or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for Bedbug preparation if requested by KAMAP.
5. Resident understands and agrees that they are responsible to do what they can to prevent any Bedbugs from entering the Premises and/or to limit any infestation by taking instructed precautions.
6. Resident agrees to indemnify and hold KAMAP harmless from any claims, losses, damages and expenses caused by Bedbugs, including Resident’s failure to reasonably take said precautions to control Bedbugs and/or Resident’s negligent actions regarding Bedbug control.
7. Resident agrees to obtain personal property/renters insurance to protect them against any loss related to Bedbugs and/or Bedbug infestation. Resident agrees not to hold KAMAP liable for any loss of personal property due to Bedbugs or a Bedbug infestation.

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

«c11TenantName» «LetterDate»

«c42TenantName» «LetterDate»

«c73TenantName» «LetterDate»

«c104TenantName» «LetterDate»