



RESIDENT LEASE AGREEMENT
«property_name»

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

This Resident Lease Agreement all applicable addenda executed by the Resident (hereinafter referred to collectively as "Lease") is made and entered into on «lease_generated_on» by and between «property_name» (the "Owner") and «responsible_applicant_names» ("Resident", whether one or more) for Non-Exclusive Unit Common Area and Exclusive Space at Owner's apartment community generally located at «property_street_line1», «property_city», California «property_postal_code». ("Resident" shall sometimes also be referred to as "your" or "you"). For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Lease - Unit.** Owner hereby reserves and leases to Resident and Resident hereby leases from Owner both a non-exclusive Unit Common Area and an Exclusive Space preferably situated in a «floor_plan_name» floorplan, or a substantially similar floorplan, described in further detail herein Section 5 below at Owner's apartment community generally located at «property_street_line1», «property_city», California «property_postal_code» (collectively, "Unit"). Upon execution of the Lease by all parties, Owner will remove a Unit Space from its available leasing inventory. On or before the beginning of the Lease term as set forth herein below in Section 2, Resident will be assigned to a particular Unit and Exclusive Space and the parties agree to execute the Exclusive Space Assignment Addendum attached hereto.
2. **Term.** The initial term of this Lease begins «lease_start_date» ("Commencement Date"), and ends at noon on «lease_end_date» (the "Ending Date"). Resident shall completely vacate the Unit by the Ending Date unless, prior to the Ending Date, Resident and Owner have executed another lease with a term commencing after the Ending Date for the same Unit and Exclusive Space. The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. Resident must surrender possession of the Unit on or before the Ending Date. Resident's rights to possession are only from «lease_start_date» to «lease_end_date».
3. **Rent and Related Charges**
 - (a) The Base Rate, and any additional taxes, or charges payable by the Resident will be referred to as "Rent". The Total Base Rate due for this Lease Term is \$«rent_installments_amount»*12 and Rent will be due and payable in 12 equal installments, without offset or deduction. Resident agrees to pay Rent as outlined below:

Date Due	Installment Amount
«lease_start_date»	\$«rent_installments_amount»
October 1, 2021	\$«rent_installments_amount»
November 1, 2021	\$«rent_installments_amount»
December 1, 2021	\$«rent_installments_amount»
January 1, 2022	\$«rent_installments_amount»
February 1, 2022	\$«rent_installments_amount»
March 1, 2022	\$«rent_installments_amount»
April 1, 2022	\$«rent_installments_amount»
May 1, 2022	\$«rent_installments_amount»
June 1, 2022	\$«rent_installments_amount»
July 1, 2022	\$«rent_installments_amount»
August 1, 2021	\$«rent_installments_amount»

2.
 - (b) Each such installment of the Rent may include additional recurring charges including, but not limited to Parking Fee, Pet Rent, applicable sale taxes, or other fees. (The installment amount and any additional recurring charges, such as parking or monthly pet rent, are referred to herein as "Rent"). Per the rentable items added to the Resident's application and agreed to in the attached addenda, Resident agrees to pay Rent as outlined below:

Monthly Charges	Amount Due
Monthly Installment	\$«rent_installments_amount»
Monthly Parking (if applicable)	\$«parking_additional_rent»
Monthly Pet Rent (if applicable)	\$«pet_recurring_total»
Total Rent	\$«monthly_charge_total»

Rent as defined above excludes electricity, water, sewer, and expanded cable, which are the sole responsibility of the Resident, as outlined in Section 8. Common Area Amenities (see paragraph ten (10)) are also excluded from the Rent outlined above and the use thereof may be subject to additional charges. The Rent only includes internet service and furniture.

- (c) The total amount indicated above is to be deemed "Rent" for the Unit. All Rent payments must be paid on the 1st of the month, except the first (1st) installment which must be paid by the Commencement Date, «lease_start_date». All remaining

installments of Rent must be paid by Resident on or before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.

(d) **Valet Trash Annual Service Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) -time non-refundable Valet Trash Service Fee of \$120.00 prior to the Lease Start Date. The Valet Trash Service Fee reimburses Owner for the expenses and costs related to its daily valet trash service during the Lease term. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Valet Trash Annual Fee as defined in a future Lease or Lease Renewal. Resident agrees that this Valet Trash Fee is reasonable.

(e) **Payments.** Unless otherwise provided by applicable law, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease. Unless otherwise provided by applicable law, Rent may not be withheld for any reason. Resident may make rental payments via check or money order or online via ACH, credit, or debit card through the Resident Portal, as determined by Owner. In no case will personal checks be accepted after the 5th day of the month or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are from 10am – 7pm, Monday – Friday, 10am – 5pm on Saturday, or 1pm – 5pm on Sunday, excluding holiday hours. All amounts due are payable to Sterling – Davis 2, LLC. No cash will be accepted. At any time, unless otherwise prohibited by applicable law, Owner has the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order. Rent is deemed to be the monthly obligation of Resident. When we receive money, other than water payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. After the due date, we do not have to accept any payments.

(f) **Late Charges.** If any Rent is not paid by the fifth (5th) day of the month, Resident will pay an initial late charge of 4% on the fifth (5th) day of the month. Rent is delinquent until Rent is paid in full. Resident will also pay a \$25.00 charge for the first dishonored check and \$35.00 for each subsequent dishonored check. Resident agrees that it would be impractical or extremely difficult to fix the actual damage to Owner and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of the late payment.

4. **Security Deposit.** As security for the performance of this Lease, Resident shall deposit with Owner the sum of \$«security_deposit_total» (the "Security Deposit"). Half of the Security Deposit ("Initial Security Deposit") shall be due within seventy-two (72) hours of execution of this Lease. If the Security Deposit is not paid, the Lease shall not be valid and enforceable until the Initial Security Deposit is paid. The remaining amount due of the Security Deposit shall be paid at the time of the execution of the Exclusive Space Assignment Addendum. Resident's failure to pay the Security Deposit in full prior to the Commencement Date shall be a Default under this Lease. Such charges be made against the Security Deposit for damage to the Unit of this Lease because of breakage or other damages to the Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount within three days of our demand. When the Unit is vacated, and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any lawful charges, including but not limited to, Rent, other amounts due under this Lease or any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear), PROVIDED RESIDENT VACATES THE UNIT ON OR BEFORE THE EXPIRATION OF THIS LEASE AND PROVIDED FURTHER THAT RESIDENT HAS FULFILLED ALL OF THE PROVISIONS OF THIS LEASE, INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

Deductions: Owner may use the Security Deposit to:

- a) Compensate Owner for your payment default; or breach of any other obligation under this Lease, including the cost of recovering possession of the Unit, rental commissions, advertising expenses and other costs incurred because of your breach of the Lease and the Rent and other amounts due through the end of the Lease term (including Rent due up through the date you vacate the Unit, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Lease term), and any other amount necessary to compensate Owner for your breach of the Lease, minus amounts Owner reasonably could have avoided;
- b) Clean the Unit at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
- c) Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
- d) Repair damages to the Unit, exclusive of ordinary wear and tear. Damage or deterioration of the Unit is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify Owner of a maintenance issue in a timely fashion in writing so that Owner could prevent the damage or deterioration.

5. **Description of Unit.** The "Exclusive Space" is more particularly identified on the floorplan outlined in Section 1. The Exclusive Space must be exclusively for the use and occupation of Resident. The Resident has the non-exclusive right to use the areas and amenities located within the "Unit Common Area." Both the Resident and the other Roommates, as defined below, of the Unit, all have equal rights to use of the areas and amenities in the Unit Common Area. The Exclusive Space together with the Unit Common Area, is comprised of and referred to collectively as the "Unit." The term "Premises" is defined as the Unit along

with the general common areas of the apartment community including the leasing office, parking areas, swimming pool, community room, exercise room, business facility, pet areas, driveways, sidewalks, and other areas and amenities used by all residents. Resident represents that Resident will sign a new or modified lease upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified lease as provided herein,

The persons occupying the other exclusive spaces within the Unit is individually and collectively referred to as the "Roommate" or "Roommates". All Roommates and Resident have the nonexclusive rights to occupy the Unit Common Area and use the amenities, personal property and improvements located within Unit Common Area including the refrigerator, dishwasher, stove, sink, cooking surfaces, storage, television, furniture, etc. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and that Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates whom have executed separate Resident Lease Agreements with Owner to occupy the Exclusive Space and the Unit Common Area of the Unit. To the extent allowed by law, Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Owner, the Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

- 6. **Notice.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will notify the Owner in writing in the event that Resident's electronic mail address changes for any reason. Notice by Owner to Resident for any reason under this Lease is proper if given by any method allowed by applicable law or by first class mail, certified mail with return receipt requested, overnight delivery or by hand delivery to the Unit or the Exclusive Space or to Resident at the address of the Unit. Notice is also proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or by electronic mail at the electronic mail address provided by Resident. Unless applicable law provides otherwise, notice is considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed.
- 7. **Permitted Use.** Resident must occupy and use the Exclusive Space and Unit Common Area during the term of this Lease solely for residential purposes. Only Resident, Roommates and Owner authorized guests are entitled to occupy the Unit. An overnight guest may not stay in the Exclusive Space and Unit Common Area more than three (3) consecutive nights and no more than 6 nights in any one month. Resident is not allowed to use or allow a guest to use an empty exclusive space within the Unit or another unit.
- 8. **Utilities and Services.** Resident must pay for all utilities or services included in the rent, including, but not limited to, additional cable service, telephone service, internet service, water and sewer service and gas and electricity service. All utilities and services must be used for primary household purposes only. Resident must notify Owner if any of the utilities to be cut off for any reason. To the extent allowed by law, Owner may select electricity service provider for the Unit including the Exclusive Space and Unit Common Area. Owner will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each resident's charge. Each bill will include a monthly service fee of \$4.50 in addition to the utility charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Owner for providing billing services. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

SAMPLE

Resident shall pay for water and wastewater service based on the apartment unit's consumption measured by a submeter. Specifically, an apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill. The apartment unit's cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.

The bill will be sent to Resident by Conservice, a third-party billing provider. Resident acknowledges that the billing provider is not a public utility. Any disputes related to the computation of Resident's bills will be between the Resident and the Owner.

Specific Utility of Service

Electricity	Resident's Responsibility
Water	Resident's Responsibility
Wastewater	Resident's Responsibility
Stormwater/drainage	Resident's Responsibility
Internet Service	Owner's Responsibility included as Rent
Cable/Satellite	Resident's Responsibility

See State of California Utility Submetering Addendum for Additional Provisions.

9. **Prohibited Conduct.** Resident and/or Resident's guest(s) must fully comply with all Apartment and Community Guidelines or policies furnished to Resident or other rules and regulations posted on the Unit. Resident agrees that Resident or Resident's guests must not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Unit or the apartment community including the Owner's employees and agents of Owner (including, but not limited to directing profanity or yelling at employees); (c) disturb or disrupt the business operations of the Unit or apartment community; (d) engage in or threaten violence against others; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia; (g) operate a business on the Premises as defined within California state law; (h) bring or store hazardous materials on the Premises; (i) damage or soil any portions of the Premises; (j) be involved in or commit criminal activity whether or not on the Premises, upon a preponderance of the evidence, regardless of whether arrest or conviction occurs; (k) store anything in the closets containing gas appliances; (l) tamper with utilities or telecommunications; (m) throwing any items over balconies; (n) use windows for entry or exit; (o) heat the Unit with gas-operated cooking stove or oven; or (p) make bad-faith or false allegations against us or our agents to others.

Release of Resident. If Resident should be suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Resident. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.

10. **Common Area Amenities.** Various services, equipment and facilities ("**Common Area Amenities**") may be provided for Resident's use at Resident's own risk. Use of the Common Area Amenities are not included in the Rent and may be subject to additional charges to Resident. Common Area Amenities include all areas and facilities outside of the Unit that are provided and designated by Owner for the general non-exclusive use of community residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, study rooms, exercise facilities, swimming pools, spas, and loading areas. Common Area Amenities are for the exclusive use of Resident and other community residents and occupants. Common Area Amenities may not be used by Resident or Resident's household members, guests, or invitees ("Resident's Related Parties") for business, commercial, fee-generating or fund-raising purposes unless Owner otherwise agrees in advance and in writing (which Owner may grant or withhold in Owner's sole discretion). Use of Common Area Amenities is subject to the restrictions described in additional rules or instructions. Resident may be required to carry and display identification to enter and/or utilize Common Area Amenities. Owner may restrict Common Area Amenity usage for repairs or renovations. Owner may restrict Common Area Amenity usage for private parties. Resident may not install or use any items (temporary or permanent) in common areas, including (but not limited to) cameras (still or video), drones, tents, tarps, jump houses, swimming pools, or sports equipment, unless Owner provides prior written authorization. Resident may not leave any personal property in common areas; Owner may remove and dispose of any personal property left outside of the Unit. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Owner and Owner's employees, agents, and affiliates ("**Owner's Related Parties**") resulting from the Common Area Amenities, even if caused by the negligence of Owner or Owner's Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of Resident and Resident's Related Parties.

11. **Limitations on Conduct and Use of Unit.** The Unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the Unit or in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business in the Unit or on the Premises is prohibited, except that a lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct, time of all movers and delivery persons; and (3) recreational activities in Common Areas.

12. **Care of Unit Common Areas and Exclusive Space.** Resident must maintain and keep clean the Exclusive Space and the Unit Common Area. Owner has the right to inspect the entire Unit including the Exclusive Space at any time with prior notice. Owner is authorized to take photographs of the Unit. Resident will be liable for and must pay all costs and expenses of repairs for damages to the Exclusive Space, Unit Common Area or the Premises (reasonable wear and tear excepted) including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows. If Owner is unable to determine whether damages to the Unit Common Area were caused by Resident or Resident's guests, or the Roommates or Roommates' respective guests, Owner is entitled to assess damages and costs of repairs equally to the Resident and Roommates, regardless of fault.

13. **Delay of Occupancy.** Resident acknowledges that Owner's ability to provide the Exclusive Space and Unit in a timely fashion will depend on the availability of the Exclusive Space and the Unit and that, even though the previous resident or roommates residing in the Exclusive Space or the Unit, respectively, may be scheduled to move out, such resident or roommates, as the case may be, may not move out in a timely fashion. If actual commencement of occupancy of the Exclusive Space or Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner will not be liable for damages by reason of such delay, but the rental will be abated per diem, and pro-rata, during the period of delay. The per diem rate under

this provision will be calculated by multiplying the monthly installment identified in Section 3 herein above by twelve (12) and dividing by three hundred sixty-five (365) days. Such delay has no effect any of the other terms of this Lease. If Resident does not move in once the Exclusive Space and Unit are ready, to the fullest extent allowed by applicable law, Owner may sue to enforce this Lease and apply any deposits or monies of Resident in possession of Owner to damages and costs of reletting.

14. **Condition of Unit Common Areas and Exclusive Space.** A Move-In Inventory/Condition Form will be provided to Resident at the time that Resident moves into the Exclusive Space and Unit Common Area. Resident acknowledges that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Exclusive Space and Unit Common Area will not be the same as the condition of any model exclusive space and unit which Resident may have previously toured. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident begins occupancy in the Exclusive Space and Unit Common Area of any problems with the Exclusive Space and Unit Common Area, the Exclusive Space and Unit Common Area will be considered in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR THE PREMISES, THE EXCLUSIVE SPACE, THE UNIT COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

In the event that the Unit or the Premises is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

15. **Mold and Catastrophic Events.** Resident acknowledges that, at the commencement of Resident's occupancy of the Exclusive Space and Unit Common Area, Resident has inspected the Exclusive Space and Unit Common Area and has found the Exclusive Space and Unit Common Area to be free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Exclusive Space or Unit Common Area or discoloration or staining in the sheetrock or any wood, at any time during Resident's occupancy, Resident shall immediately provide written notice to Owner of any such condition. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (a) excessive moisture can collect from a wide variety of sources; (b) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, paint watering, overflows or perfume accidents; and (c) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident is responsible for: (a) promptly reporting to Owner any signs of water leaks or water infiltration, flooding, water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (b) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on window sills, counters and other surfaces; (c) being attentive to washing machine leaks, overflows or spills; (d) maintaining proper ventilation of the Exclusive Space and Unit Common Area; (e) preventing conditions that are conducive to mold growth; and (f) controlling humidity and moisture levels through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain (or provide written notice to Owner within 24 hours of noticing any condition in) the Exclusive Space and Unit Common Area in accordance with this provision.

16. **Default by Owner.** Owner agrees to abide by applicable federal, state, and local laws.

17. **Default by Resident.** Resident will be considered in default of the Lease if: (a) Resident fails to pay Rent or other lawful charges when due; (b) Resident moves out of the Exclusive Space prior to the expiration of the term of this Lease; (c) Resident gives false information on any application for rental; (d) Resident or guests fail to comply with any other term, covenant or condition of this Lease or the Apartment and Community Guidelines; (e) Resident abandons the Exclusive Space; (f) Resident or guests violates any fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (g) Resident or guests, in bad faith, make an invalid complaint to an official or employee of a utility company; or (h) Resident or guests engage in any of the prohibited conduct described in Section 9 of this Lease. If Resident is in default, Owner may pursue any rights or remedies provided by this Lease or applicable law, including legal action for lease termination, possession, damages, rent, and all other moneys due. In addition to the foregoing, in the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident will be liable for any court costs and reasonable attorney's fees incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident has no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident's obligations.

- 18. Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner (except for any addendum involving discount or concessions), such addendum are deemed to be a part of this Lease as well as any future Lease unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Resident acknowledges any purported promises or statements made by Owner's representatives are not a part of the agreement between the parties unless included in the Lease or any addendum.
- 19. Entry by Owner.** Owner will have the right to enter the Unit and Exclusive Space as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, for purposes relating to water conservation and submetered water, when the Resident has abandoned or surrendered the premises and pursuant to court order. Law also allows entry in additional situations, including (but not limited to) inspecting waterbeds and other water-filled furniture (Civil Code §1940.5(f)); inspecting the Resident's personal agricultural areas (Civil Code §1940.10(f)); inspecting balconies, decks and other exterior wood-based elevated elements, to inspect for and treat bed bugs (Civil Code §1954.604); and repairing, testing, and maintaining smoke detectors (Health & Safety Code §13113.7(d)(2)(A)) and carbon monoxide detectors (Health & Safety Code §17926.1(b)). Landlord will serve Resident with written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the Unit and Exclusive Space, or
 - Resident and Owner agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement (not applicable when entry is to read a water submeter), or
 - Resident is present and consents to entry at the time of entry, or
 - To exhibit the Unit and Exclusive Space to prospective or actual purchasers of the Premises, provided that Owner has notified Resident in writing within 120 days of the oral notice that the Premises is for sale and that Resident may be contacted to allow for an inspection.
- 20. Alterations.** Resident will not make or permit to be made any alterations, additions or attachments to the Exclusive Space or Unit Common Area, or change, add any lock, without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes or other alterations to the Owner's property except as authorized by the Owner in writing. No holes, stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted inside the Exclusive Space. No antennae, additional phone or television cable outlets, alarm systems, or lock changes, additions or rekeying are prohibited, except as required by law or by the Owner's prior written consent. Resident will not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Owner has no obligation to furnish light bulbs in the Exclusive Space. When moving out, Resident will surrender the Exclusive Space and Unit Common Area in the same condition as when received, as clean as received, reasonable wear and tear excepted.
- 21. Parking.** Resident parking is not guaranteed. Resident acknowledges that this Lease does NOT automatically include any parking rights at the Unit or the apartment community. If parking is offered by Owner, Resident must pay an additional monthly fee as set by Owner and execute the Parking Addendum, Resident shall fully comply with all parking policies and properly display a Parking Identification Sticker as further set forth in a Parking Addendum and/or Parking Policies. If Resident has executed Parking Addendum with Owner, a copy of the same is attached to this Lease (unless executed at a later date). Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.
- 22. Remote Control, Entry Card and Gate Code.** Resident will be given a remote control, parking tag, and/or entry card at no cost for Resident to use during the term of this Lease. If a remote control is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of \$50.00. If an entry card is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of \$50.00. Resident may be given an access code for access or entry to other areas of the Premises which will be used only during the term of this Lease. Owner may change the access code at any time and will notify Resident of any such changes.
- 23. Assignment and Subletting.** Resident will not assign or sublet all or any portion of this Lease or Resident's right to occupy the Exclusive Space and Unit Common Area to anyone without the Owner's prior written consent. In order to request an assignment or sublease, Resident may submit a request in writing on Owner's form. No assignment or sublease will be approved unless the new resident and a guarantor, if applicable, is approved and executes all required documents. If assignment or sublease are approved, Resident and assignee/sub-lessee must pay in advance a nonrefundable fee of \$350.00. Resident's assignment or sublease will not release Resident from obligations under this Lease unless Owner expressly agrees in writing to release

Resident. Unless required by law, Owner has no obligation to accept Resident's request for assignment or sublease or to find an acceptable assignee or sub-lessee.

- 24. Transfers.** Resident must obtain prior written approval by Owner to transfer from one unit to another or from one exclusive space to another within the same unit. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; and (d) pay in advance a new security deposit or other required deposits. To operate efficiently and harmoniously, Owner, at its sole discretion, reserves the right at any time to require Resident to transfer to another unit, upon five (5) days' notice. Under no circumstances will Owner be responsible for paying moving costs.
- 25. Fair Housing.** In accordance with fair-housing laws, Owner and Owner's representatives will make reasonable accommodations to our rules, policies, practices, or services. We may require additional information to respond to your request. We will allow reasonable modifications under these laws to give disabled persons access to and use of this Community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.
- 26. Animals.** Animals (except for assistance animals as defined by the Fair Housing Act or the Americans with Disabilities Act, where applicable) are prohibited, even temporarily, in the Exclusive Space, Unit Common Area and Premises, unless Owner AND Resident execute a Pet Addendum and Resident pay the required additional monthly Pet Rent (except for service and assistance animals). The animal must also meet the breed, size and weight restrictions set forth in the guidelines in the Apartment and Community Guidelines and Pet Addendum. Assistance and the foregoing restrictions do not apply to verified Assistance and Service Animals; Assistance or service animals will be allowed in accordance with federal, state and local fair housing laws.
- 27. Animal Violations.** If Resident or any guest violates this Section, the Animal Policies and Rules under the guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Pet Addendum (if executed by Resident), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease and under the Law. More particularly, if Resident violates this Section or other guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Pet Addenda, by having an unauthorized animal at the Premises, it will be a material breach of the Lease. Payment of animal-violation charges by Resident to Owner will not release Resident from, or waive Owner's rights to, other remedies available to Owner after Resident defaults, which may include a neglected animal in the Unit after leaving Resident a written notice to vacate the Unit at least twenty-four (24) hours in advance of Owner's removal of the animal. For the purposes of the foregoing sentence, the Owner, in its own discretion, has the absolute discretion to determine whether an animal is being neglected.
- 28. Move-out Procedures.** Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted in Section 2. Resident agrees not to holdover beyond the move-out date. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident defaults, Landlord may elect to terminate Resident's rights under this Agreement, and recover from Resident all damages Landlord incurs as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of Resident's breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date Resident vacates the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate Landlord for Resident's breach of the Agreement, minus amounts Landlord reasonably could have avoided. Owner will charge Resident reletting fees incurred and future accrued rent. Resident must surrender the Exclusive Space and Unit Common Area before the period of time for deposit refund begins. The Inspection Report and this Lease shall be executed in multiple copies, one for Tenant and one or more for Owner. Upon request by the Owner to Resident to vacate, or within five days after receipt of notice by the Owner of Tenant's intent to vacate, Owner shall make reasonable efforts to advise Resident of Tenant's right to be present at the Owner's inspection of the Apartment for the purpose of determining the amount of security deposit to be returned. If Resident desires to be present when Owner makes the inspection, Resident shall so advise Owner in writing who, in turn, shall notify Resident of the time and date of the inspection, which must be made within 72 hours of delivery of possession.
- 29. Risk of Loss.** Owner does not maintain personal liability or property damage insurance to cover Resident's loss of personal property or personal injury (which is referred to herein as "Renters Insurance"). To the extent allowed by law, Resident shall hold Owner harmless against all damages, accidents and injuries to person or property caused by or resulting from or in connection with Resident's use and occupancy of the Premises or things in and about the Premises during the term of this Lease. To the extent allowed by law, Resident further agrees that Owner shall not be liable for damages because of personal injury or loss of property occasioned by or from any failure of boiler, plumbing, gas, water, steam or other pipes of sewerage, or the bursting, leaking or running of any boiler, cistern, tank, washstand, water closet or waste pipe, in, above, upon or about said Premises, nor for any damage occasioned by fire, smoke, rain, flood, water, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, hurricane, terrorist attack, strikes, vandalism, act of God, or otherwise nor for any defect in the electric wiring, and service thereof; nor by reason of any defect, latent or patent, in, around or about said Premises; nor for

any damages arising from acts of neglect of Resident, guests, Roommates or other residents of the apartment community or of any owners or occupants of adjacent or contiguous property unless otherwise required by law.

All personal property placed in the Unit, or in any other portion of the Premises, shall be at the risk of the Resident, or the parties owning the same. Owner shall in no event be liable for the loss, theft or damage to such property or for any act or negligence of Resident or any Roommates or their respective guests, invitees or licensees, or of any other resident or person whomsoever in or about the Premises. To the extent allowed by applicable law, Resident hereby releases Owner, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to Resident, his family, guests, invitees, or licensees that may occur in connection with the use of the Premises. Resident acknowledges that in using same, Resident hereby assumes, for Resident and Resident's guests, invitees, or licensees, any and all risks from any accidents in connection with the use thereof and agrees that Owner shall not be liable for any injuries sustained by Resident or such persons in connection with such use.

In the event any employee of Owner renders service or assistance (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning of the Unit, or any other service) to, for or at the request of Resident, his family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner shall be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relieved from any and all liability in connection with such service and any associated injury or damage to persons or property.

In case of accident, fire, smoke, or suspected criminal activity, Resident will call 911 or local medical emergency, fire, or police services. Resident shall also immediately notify Owner of any accident, fire, smoke, or suspected criminal activity. Resident understands that any security measures initiated by Owner shall be not considered an express or implied warranty of security or as a guarantee of safety for Resident or guests while on the Premises. Unless otherwise required by law, Owner is not liable to Resident or guests for injury, damage, or loss to person or property caused by criminal conduct of other residents, Roommates, guests or other persons, including theft, burglary, assault, vandalism, or other crimes. Unless otherwise provided by law, Owner is not required to furnish security personnel, security lighting, security gates or fences, or other forms of security. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agents are equipped or trained to provide personal security services to Resident, Roommates or their respective guests, invitees or licensees. Resident recognizes that no security devices or measures in the apartment community are fail-safe or designed to provide personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Resident represents that Resident will not rely on any security measures taken by Owner or Owner's managing agents, including the alarm, for Resident's personal security. Unless otherwise provided by law, Owner is not required to obtain a criminal history checks on any residents, guests, or contractors in the apartment community. If Resident or any guest is affected by a crime, Resident agrees to make a written report to Owner and to the law-enforcement agency and to furnish a copy of the report to Owner upon request.

SAMPLE

30. Bed Bugs. In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are now more common and can be found even in first class living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in available pesticides. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage. Civil Code §1954.603 requires that information about bed bugs be provided to California residential tenants.

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- a. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- b. Molted bed bug skins, white, sticky eggs, or empty eggshells.

- c. Very heavily infested areas may have a characteristically sweet odor.
- d. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please immediately report suspected bed bug infestations by contacting management office at 2100 5th Street, Davis, CA, 95618. The management team can be reached at Info-FifthStreet@sterlinghousing.com or by calling (530) 446-2285.

It is important that Owner and Resident work together to prevent the infestation of bed bugs. Owner and Resident agree that they each inspected the Exclusive Space and Unit Common Area prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation. Resident represents that: (a) Resident is not aware of any bed bug infestation or presence in any furniture, clothing, or personal property and possessions; (b) Resident has fully disclosed to Owner any previous bed bug infestation which Resident may have experienced; and (c) if Resident was previously living in an apartment or home that had a bed bug infestation that Resident had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional. Resident must allow Owner and its pest control professional's access to the Exclusive Space and Unit Common Area at reasonable times to inspect for or treat bed bugs. Resident must cooperate and will not interfere with inspections or treatments, including the preparation of the Unit prior to treatment. Resident must report any signs of bed bugs immediately and in writing. If Owner confirms the presence of bed bugs, Resident will cooperate and coordinate with Owner and its pest control professionals to treat and eliminate the bed bugs. Resident will follow all directions from Owner or its agents to clean and treat the Exclusive Space and Unit Common Area. Follow-up treatments or inspections may also be necessary. Owner has the right to select a licensed pest control professional to perform treatments and cleaning of the Unit. If during the term of this Lease: (a) bed bugs appear in the Unit or other adjacent units; and (b) it is determined that damage was caused by action or inaction of Resident and their violation of this Lease, the Resident will be responsible for such damage. Under no circumstances is the Owner and/or Owner's agents and employees be responsible to Resident for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. To the extent allowed by applicable law, Resident agrees to indemnify and hold harmless Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification does not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

SAMPLE

- 31. Renter's Insurance.** The Resident assumes all responsibility for any and all damage to the Resident's Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent or willful conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent. The Resident acknowledges that the Resident is responsible for damages, including but not limited to the cost of any repairs needed by the Unit or any other part of the Community, caused by such conduct or omissions. To the extent permitted under Applicable Law, the Owner may recover its reasonable attorneys' fees and court costs incurred for collection due to Resident's nonpayment of the cost of such damages and cost of repairs to the leased premises and/or any other part of the Community caused by such conduct or omissions.

The Resident is required to elect one of the following options. Resident shall be deemed to have elected the first option below if proof of third-party insurance is not provided prior to occupancy of Resident's Unit.

Resident elects to have the rent due under this Lease increased by the amount of \$11.95 per month as consideration for Owner's waiver of any and all liability the Resident may have for any damage to the Resident's Unit, including but not limited to damage from fire, water and pipe leaks, caused by the negligent conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent, up to One Hundred Thousand Dollars (\$100,000). This waiver does not apply to any damage to the Resident's Unit in excess of One Hundred Thousand Dollars (\$100,000), or to any damage, in any amount caused by the intentional acts or omissions of any person. This waiver includes only the Resident's liability to the Owner for certain damages arising out of the Lease Agreement, and is not intended to, does not, and shall not be construed to, waive any liability of the Resident for any other cause or to any other party. The Owner's waiver of liability under this section does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of an increase in the rent due under this Lease Agreement, certain liability of Resident to Owner arising out of this Lease Agreement.

Resident elects to maintain for the duration of the subject lease period, liability insurance issued to the Resident by an authorized insurance company with a limit of liability of not less than \$100,000, that expressly identifies the Owner as an "additional insured" or "loss payee", and provides coverage for any and all damage to the Resident's Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent. Prior to occupancy of the lease premises and at the inception of each lease renewal period, the Resident shall provide the Owner with a copy of the policy or other evidence of such liability insurance coverage in effect. In the event the Resident fails at any time during the period of this Lease or any renewal

hereof to provide such evidence of liability insurance coverage in effect to the Owner, in addition to any other remedies available to the Owner for breach of this Lease Agreement by the Resident, the Owner shall have the right, but not the obligation, to elect the first option on behalf of the Resident and increase the rent due under this lease in the amount of \$X per month as consideration for Owner's waiver of the Resident's liability, as provided in the first option.

Resident further understands that by not maintaining a renter's or liability insurance policy, Resident will be considered in material default of the Lease under Section 16 of the Lease herein above, and Resident may further be liable to the Owner and others for loss or damage caused by Resident's actions or those of any occupant or guest in the Unit.

32. Partial Invalidity. If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.

33. Smoke Detectors, Carbon Monoxide Detectors, and Sprinkler System. Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in Unit. A simple depression of the sprinkler head will result in a total draining of water from the system. The Owner will not be responsible for any damages incurred from such situations; Resident will be responsible for the payment of all damages from activating which could also include an entire building of the Unit or the apartment community. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents should proceed in accordance with the instructions posted in and about Unit or the Premises. The intentional sounding of an alarm outside of an emergency is a criminal offense and considered a material breach of the Lease. Any violation of this Section is considered a default under the Lease which would entitle Owner to declare a default and pursue all remedies provided to Owner. Any violation of this Section will result in the Resident being referred to local authorities for potential criminal prosecution.

34. Owner's Right to Terminate. If Owner believes performance of repairs to Unit, and/or areas near the Unit poses a danger to Resident, Owner may terminate this Lease by giving Resident written notice five (5) days in advance of the date the Lease is terminated. Owner also has the right to terminate this Lease during the Lease term by providing Resident with written notice thirty (30) days in advance of the termination if Owner is demolishing the Unit or closing it and it will no longer be used for residential purposes for at least six (6) months. If the lease is terminated, Owner will refund to Resident prorated rent and all deposits, less all lawful deductions. Owner may also remove Resident's personal property from the Unit if it causes a health or safety hazard.

SAMPLE

35. Registered Sex Offenders Notice. Pursuant to Section 290.40 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.

36. Flood Disclosure. Resident may obtain information about hazards, including flood hazards, that may affect the Unit and Premises from the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>.

(If checked) If indicated, the Unit and Premises is located in a special flood hazard area or an area of potential flooding.

Landlord is not required to provide additional information concerning the flood hazards to the Premises and the information provided here is deemed adequate to inform Resident.

37. Additional Terms. The terms and conditions of this Lease remain in full force and effect, regardless of unforeseen events including, but not limited to, "Acts of God", terrorism, pandemics, closure of business or educational facilities that impact Resident's desire to terminate the Lease early, partial or full closure of amenities due to a repair issue or by order of any government agency, and any other events that are out of the control of Owner. These unforeseen events are not a basis to terminate the Lease early. Resident agrees that this Lease will be effective notwithstanding the above, and any inconvenience associated with the above events will not create an offset to rental obligations, or be the basis for a complaint against Owner, its agents, employees or assigns for relief, or any other claim, right, or remedy against Owner, including constructive eviction. This Lease does not contain a force majeure provision.

38. Addenda and Attachments to Lease. Resident acknowledges that all lease addenda and agreements are considered to be part of this Lease. In the event there is a conflict between this Lease and any Addenda, the provisions of that Addendum control. Resident represents that he/she has received and reviewed the applicable Lease addenda.

Before signing the Lease, this Addendum and any other addenda thereto, Resident may take a copy of it to review and/or consult an attorney. Additional provisions or changes of the Lease, or any Addendum thereto, may only be made if agreed to in writing and executed by all parties to the Lease.

Resident shall be fully bound by all the terms and conditions of the Lease, Addendum and any other addenda thereto even if the Lease or any Addendum is not countersigned by the Owner or Owner's authorized agent. Please read the Lease and Addendum carefully and thoroughly before signing. The acceptance and approval of your application and Lease is not considered complete or binding until screening results have been processed, all screening criteria and conditions have been met. You will be notified in writing of approval.

**PARTIES' EXECUTION
RESIDENT LEASE AGREEMENT:**

RESIDENT

_____ Date: _____
«responsible_applicant_names»

PROPERTY OWNER
Sterling – Davis, 2 LLC
DBA Sterling 5th Street

_____ Date: _____
Agent for Property Owner

SAMPLE