

**RENTAL RENEWAL AGREEMENT**

1. **PARTIES AND DATE.** This Rental Agreement ("Agreement") is made this **7/24/2019**, between **El Real, LLC** ("Lessor"), and **Ryan Seaver - Christopher Owen - -**, ("Resident(s)").

Use and occupancy of premises. Resident shall use the premises only as a private residence. The premises will be occupied only by:

Name: **Ryan Seaver**

Name: **Christopher Owen**

Name:

Name:

Name:

Name:

Name:

Name:

2. **PREMISES.** Lessor agrees to let, and Resident agrees to rent, those premises described as a residential unit **E** with an address of **3970 Crown Point Drive, San Diego, CA 92109**, California ("Premises").

3. **TERM.** The above-described Premises are to be occupied by Resident for either: (check one only)

A. (  ) A term commencing on the **2/1/2019**, and ending on the **1/31/2020**.

B. (  ) A month-to-month term commencing on the , which may be terminated by either party, by giving written notice to the other at least 30 days prior to the intended termination date.

Lessor has no liability to Resident if Lessor cannot deliver the Premises to Resident due to the holding over of the present Resident.

4. **RENT.** Rent shall be paid in advance at the rate of **\$2,810.00** per month, on or before the first (1st) day of each calendar month for which rent is payable, and shall be delinquent if not paid by the end of business on the third (3rd) day of such month. Rent shall be paid by personal check, money order or certified funds. Rent payments shall be made to Lessor at the manager's office to the current Resident Manager at (address) **3970 Crown Point Drive, San Diego, CA 92109** (phone) **619-954-5933** (office days/ hour) **varies** or to such other place, as Lessor shall designate from time to time in writing. If there is no Resident Manager, rental payments shall be made to Lessor c/o Capital Growth Properties, Inc., 1120 Silverado Street, La Jolla, CA 92037 (858) 454-8857 Monday – Friday 8:00 AM – 5:00 PM. Rent payments shall be made without offset or deductions of any kind, except as specifically allowed by law and without demand. Prior to taking possession of the Premises and as a condition to taking possession, Resident shall pay the rent for one full month. If the term of this Agreement does not begin on the first day of a calendar month, or end on the last day of a calendar month, the rent for the first month and/or last month shall be prorated by dividing the full months rent by 30 days and then multiplying the daily rate by the actual number of days of the partial month for which rent is due.

All rent and other sums due from Resident shall be paid in one monthly check rather than multiple checks. All monthly payments shall be made at a single time each month. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof. If the Premises are rented by more than one Resident, it is understood by and between all parties that performance under this Agreement including, but not limited to payment of rent, shall be the joint and several responsibility of each Resident, and any breach or abandonment of this Agreement by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident or Residents from fulfilling the terms of this Agreement.

5. **LATE PAYMENT AND DISHONORED FEES.** Resident acknowledges that late payment by Resident to the Lessor of rent and other sums due under this Agreement will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Rent is due on the first day of each month and is delinquent on the third (3rd) day. If rent is not received by the Lessor by end of business on the third (3rd) day of the month, Resident agrees to pay by money order or cashier's check a late payment fee of 5% of the unpaid balance, in addition to the rent due. Also, if Resident's check is dishonored and returned, resident shall pay to Lessor in cashier's check or money order the amount of rent due, any late fee and a service fee of \$25.00 for the first dishonored check and \$35.00 for any subsequent dishonored check immediately upon notification to Resident that such check has been returned. The receipt of a check by Lessor shall not be considered payment to Lessor if the check is dishonored or not paid for any reason. If Resident's checks are dishonored twice, Lessor will require that all future rent be paid by certified check or money order or cashier's check.

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6. **SECURITY DEPOSIT.** Prior to taking possession of the Premises and as a condition to taking possession, Resident shall pay a security deposit in the amount of **\$1,600.00**. This deposit shall be held by Lessor as security for the faithful performance by Resident of the terms and conditions of this Agreement, including, **but not limited to**, the payment of rent and other sums payable by Resident, and for any cleaning, carpet cleaning, painting, repair and/or replacement of Lessor's personal property and repairing required to put the Premises in the same condition as when received by Resident, reasonable wear and tear excepted. This deposit shall be held by Lessor subject to California Civil Code Section 1950.5, and any amounts remaining shall be returned to Resident within the maximum period of time required by law after Resident returns possession of the Premises to Lessor. Resident has the right to request an initial inspection of the Premises to occur no earlier than two weeks before termination of the tenancy. If requested, Landlord will inspect the Premises and provide Resident with a list of repairs to be made at the Resident's expense. The purpose of this inspection is to allow the Resident the opportunity to identify and correct any deficiencies in the Premises in order to avoid security deposit deductions. Resident has the right to be present during that inspection.
- Resident agrees that upon termination of this Agreement or upon any other vacating of the Premises by Resident, the Premises must be left in same condition, except for normal wear and tear, as it was at the time of initial occupancy by Resident. In the event that upon such termination or vacating the Premises are not in the same condition of cleanliness, repair and order as upon commencement of this Agreement, reasonable wear resulting solely from passage of time excepted, Resident expressly agrees that Lessor shall perform all cleaning, maintenance and repair which may be reasonably required to restore the Premises to such condition, such work to be done and security deposit used to pay cost if such deposit (after deduction of all other appropriate sums as provided for in this Agreement) is sufficient to cover such costs. If the deposit is not sufficient, then such costs shall be billed to Resident and Resident shall pay said sum immediately upon receipt of the statement therefore.
  - Resident acknowledges that upon termination of this Agreement or the vacating of the Premises by Resident, Resident shall return all keys to the Premises to Lessor and that if Resident shall fail to do so, Lessor may deduct the cost of replacement from the security deposit to reimburse Lessor for the cost of replacing such keys and locks.
  - Resident shall not be entitled to receive any interest or profit on the security deposit and Resident understands that Lessor may commingle any deposit with any other assets or retain any earnings, which Lessor may derive therefrom.
  - Resident has examined and accepted the Premises. Lessor shall, at the time of occupancy of the Premises or within 72 hours thereafter itemize a separate list submitted to Resident for his\her safekeeping, which itemization shall be initialed by Lessor and Resident, all damages to the Premises existing at the time of occupancy by Resident; and such record shall be deemed correct unless Resident objects thereto in writing within five (5) days after receipt of such itemization.
  - Defects and damages not reported at the time of occupancy to Lessor shall be presumed to have first occurred during Resident's occupancy of the Premises. Resident shall use reasonable diligence in care of the Premises. All alterations, additions and improvements made to the Premises shall be at Resident's sole cost and expense, shall only be made upon the prior written consent of Lessor, shall become the property of Lessor and shall be surrendered with the Premises at the expiration or termination of this Agreement. Resident will not remove Lessor's fixtures, appliances, furniture, and/or furnishings from the Premises for any purpose nor add any appliances with out Lessor's advance approval. Any costs incurred to return the Premises to original acceptable condition shall be charged back to Resident even if Resident had prior written permission from Lessor to modify the Premises.
7. **RESIDENT INFORMATION.** Resident has supplied information to Lessor by means of a rental application or similar instrument, and Resident therefore covenants that all such information was given voluntarily and knowingly by Resident, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Agreement, in which event Resident shall immediately surrender the Premises.
8. **UTILITIES.** Resident agrees to pay for all utilities commencing at the time of occupancy, furnished to the Premises, including any deposits required, except those which are noted as Lessor responsibility below.. If Resident fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and Lessor is assessed by the utility company for these utility services, then Lessor may pay these utility assessments to such utility company and require from Resident reimbursement of payment to utility company to Lessor upon demand. Failure to reimburse Lessor will result in subtraction of a like amount from Resident's Security Deposit.

**a. Lessor is responsible for the following utilities:**

Water       Sewer       Trash/Recycling       Electric       Gas       Phone       Cable       Data

**b. Resident is responsible for the following utilities:**

Water       Sewer       Trash/Recycling       Electric       Gas       Phone       Cable       Data

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Lessor shall in no event be liable for any interruption or failure of utility services required to be furnished by Lessor to the Premises or any damages directly or proximately caused thereby, the only obligation of Lessor being reasonable diligence in its efforts to restore such services.

9. **HOUSE RULES - CONDUCT OF RESIDENT.** Resident agrees to obey any and all house rules ("House Rules") now in effect, including community policies, parking, and pool rules, the terms of which are hereby incorporated into this Agreement by reference, and any rules put into effect hereafter by Lessor from time to time. Resident shall not permit the Premises to become unclean or disorderly, and shall not cause the Common Area of the community to become dirty or disorderly. All Vehicles must be licensed, registered, and insured (meet California Department of Motor Vehicle requirements) and be in operating condition to be parked in the parking areas. If a vehicle becomes inoperable, resident shall have 72 hours to make necessary repairs. Vehicles may not commit waste in the parking areas. No vehicles repairs are to be performed on the premises and car washing is not permitted. Parking of recreational vehicles are not permitted. Resident shall not annoy, harass, endanger, or inconvenience any other resident, commit waste, create a nuisance, or disturb the peace or tranquility of any other resident. Resident shall not cause or permit the operation of any loud broadcasting or amplification equipment at any time on the Premises. Resident is responsible for the actions of Resident's Occupants, guests and invitees, and a breach of any of the terms and conditions of this Agreement by such guest or invitee shall be deemed a breach by Resident. Resident shall not cause or permit the emission from the Premises of any objectionable sound, smell, radiation, or sight. In the event of any water penetration of the Premises, Resident shall promptly notify Lessor. Resident shall use all reasonable care to cause all windows and other openings in the Premises to be closed in the event of rain. Resident shall immediately notify Lessor of inoperable door locks, window locks or smoke alarm/detector. Resident is required to maintain smoke alarm/detector. Light bulbs in the interior of the residents unit and plumbing blockages not caused by the main line are the residents' responsibility.
10. **PETS.** Pets of any kind are prohibited on the Premises unless approved in writing, in advance, by Lessor.
11. **NO UNLAWFUL USE.** Resident shall not conduct any activity on the Premises or anywhere in the common area that is in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur.
12. **OCCUPANCY, SUBLET, AND ASSIGNMENT.** Any assignment or subletting in violation of this Section shall be void and a breach of this Agreement. Any proposed assignments or subletting of Premises requires prior written permission from the Lessor. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service.
13. **INDEMNITY.** Resident shall hold Lessor, Lessor's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Lessor Affiliates"), harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Resident or his/her guests or invitees or occurring on the Premises or the common area, except to the extent caused by the acts of the Lessor, its agents, or employees. Resident assumes full responsibility for any and all property of resident or third persons under Resident's control placed, stored or located on the Premises, including garages, carports, storage closets, or elsewhere in or around the Premises. Lessor and Lessor's employees and agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Resident shall promptly notify Lessor of any illegal or criminal activity in the community of which Resident has knowledge. Resident understands that Lessor may retain personnel or service, which is available for lockouts, disturbances, fire lane violations, problems with outdoor lighting and problems of that type. Resident agrees and understands that any measure Lessor has taken in this regard is neither a police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Resident. Resident understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Resident understands and agrees that Lessor has no obligation or liability for the acts of omissions, whether negligent or otherwise, of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Resident recognizes that Lessor and its legal representatives do not guarantee, warrant, or assure Resident's personal security and are limited in their ability to provide protection. Resident understands that there is not a guarantee that there will be no criminal acts or that Resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that his personal safety and security is his/her personal responsibility.

Lessor **REQUIRES** that Resident obtain personal Renter's Insurance to cover any personal property damage(s) and general liability issues which may occur. Lessor and Capital Growth Properties, Inc. **must** be named as Additional Insured with evidence of such provided to the managing agent on or before the move in date or at the time of the lease renewal with active policy coverage during residency. If Renter's Insurance is insufficient to cover the amount of property damage (including water damage), Resident(s) remains obligated for 100% of the loss amount. **A minimum \$50,000 general liability coverage is required.** We strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.

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- 14. ENVIRONMENTAL INDEMNIFICATION.** To the fullest extent allowed by law, Resident acknowledges that certain materials containing potentially health-affecting substances may exist in the Premises. As additional consideration for Lessor's entering in this Agreement, Resident, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Premises of any and all health affecting substances, (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Lessor, Lessor's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Lessor Affiliates") with respect to any health hazard occurring in connection with the presence of the Apartment Community of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Lessor Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys' fees at both the trial and appellate levels, that any or all of the Lessor Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Premises Resident or any guest or other person living in, occupying, using or residing in the Premises.
- 15. ABANDONMENT.** If Lessor reasonably believes Resident has abandoned the Premises, Lessor may establish abandonment and terminate the tenancy, pursuant to California Civil Code Section 1951.3. If personal property is found on the Premises after the tenancy is terminated or abandoned, Lessor may dispose of such property pursuant to California Civil Code Section 1980, et seq.
- 16. DESTRUCTION.** If there is a partial destruction of the Premises from fire, casualty, or other cause, but the Premises remain habitable, then Lessor shall elect to either: (I) repair the damage within sixty (60) days; or (ii) terminate this Agreement, and shall notify Resident of such election in writing within fourteen (14) days after such destruction occurs. If Lessor elects to repair the damage, then: (I) if such partial destruction was caused by an act of Resident or a guest or invitee of Resident, repairs shall be made by Lessor at Residents' expense with no deduction in rent; or (ii) if such partial destruction was not caused by an act of Resident or a guest or invitee of resident, the partial destruction shall not terminate this Agreement, but Resident shall be entitled to a proportionate reduction of rent while such repairs are being made, based on the extent to which damage to the Premises and the making of repairs actually interferes with the normal use and occupancy of the Premises by Resident. If such repairs cannot be made within sixty (60) days, then either party may terminate this Agreement. In the event of a total destruction of the Premises, from whatever cause, or if the Premises are not habitable, this Agreement shall terminate. Lessor **REQUIRES** that resident secure property and liability insurance to protect him\herself against losses occasioned during the term hereof.
- 17. CONDEMNATION.** If any part of the Premises or the building in which the Premises are located shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as of the date title shall vest in the condemner.
- 18. ENTRY BY LESSOR.** Lessor and its agents and employees shall have the right to enter the Premises 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 and/or carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Residents, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the Premises and pursuant to court order. Lessor will serve Resident with written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the unit, or
  - Resident and Lessor 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, or
  - Resident is present and consents to entry at the time of entry, or
  - To exhibit the unit to prospective or actual purchasers of the property, provided that Lessor has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- 19. SUBORDINATION TO ENCUMBRANCES.** This agreement shall be automatically subordinated to any voluntary lien or encumbrance placed on the property of which the Premises form a part by the Lessor of such property.
- 20. LIENS OR SALES.** Lessor may encumber the Premises by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident.

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- 21. ESTOPPEL CERTIFICATES.** Resident shall at any time during the term of this Agreement, within three (3) days of written notice from Lessor, execute and deliver to Lessor a statement in writing certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Resident's statement shall include other details requested by Lessor. Any such statement may be relied upon exclusively by any prospective purchaser or encumbrancer of the Premises. Resident's failure to deliver such statements within such time shall be conclusive proof upon the Resident that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Lessor, and that there are no uncured defaults in Lessor's performance.
- 22. TERMINATION.** If the term is month-to-month, the tenancy of Resident may be terminated by Lessor or Resident by the giving of written notice to the other party of the intention to terminate the tenancy at least thirty (30) days prior to the date of termination pursuant to California Civil Code Section 1946. Rent is payable by Resident to Lessor for the entire period prior to the date of termination, whether or not Resident vacates the Premises prior to the end of the period.
- 23. DEFAULT BY RESIDENT.** Resident's performance of each of Resident's obligations under this Agreement is a condition as well as a covenant. Resident's right to continue in possession of the leased Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Resident shall be in material default under the Agreement including, but not limited to the following circumstances; (a) If Resident abandons or vacates the Premises, (b) If Resident fails to pay rent or any other charge required to be paid by Resident, (c) If Resident fails to perform any of Resident's non-monetary obligations under this Agreement, or (d) Resident has supplied any false or misleading information on a rental application or similar instrument.
- 24. REMEDIES.** On the occurrence of any such material default by Resident, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Resident's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Resident shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall have the immediate right to re-enter and remove all persons and property in accordance with California law; and Lessor shall be entitled to recover from Resident all damages incurred by Lessor by reason of Resident's default, including (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been earned or were payable after termination until time of the award exceeds the amount of such rental loss that Resident proves could have been reasonably avoided; (iii) the worth of the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Resident proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Resident's failure to perform its obligations under the Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor's reasonable attorney's fees incurred in connection therewith.
- 25. EMINENT DOMAIN.** If the Agreement Premises, or the building in which it is located, or any part thereof, shall be taken under the power of eminent domain, or sold under threat of exercise of such power, this Agreement may be terminated by either party. Lessor shall be entitled to the full award in the event of any such taking or sale.
- 26. WATERBEDS.** No waterbed or similar water-filled device to include fish tanks may be placed in or about the Premises without prior written consent of Lessor. Such consent is granted by Lessor if the Resident complies with Civil Code Section 1940.5 which requires that the waterbed or device must be fully lined, installed, maintained and removed according to manufacturer recommendations, and the Resident agrees to maintain at all times adequate insurance insuring the Premises against damage from water, for no less than \$100,000.00 of coverage. Resident is to provide Lessor with a certificate of such insurance naming Lessor as an additional insured, and providing Lessor with ten (10) days prior written notice of cancellation or modification of such policy.
- 27. COMMON AREA.** Resident shall not install any antenna or other communication devices on the exterior of the Premises nor in the Common Area unless otherwise permitted by law. Resident shall use the common area of the building in which the Premises are located only for the purposes of ingress and egress and not cause any obstruction to any passageway, sidewalk, stair or hallway. Resident acknowledges that Resident is entitled under the terms of this Agreement to use any laundry facility, recreational facility, or other facility outside the Premises and such use shall be gratuitous. Resident expressly represents that if the use of such facilities are made available to Resident, Resident shall not rely on Lessor or its agents to any extent whatsoever to protect Resident, or the licensees or invitees of Resident, from any personal injury or from any loss of personal property by theft or otherwise and Resident further presents that Resident shall exercise and cause his licensees and invitees to exercise care in and about such facilities to protect against any such injury and loss. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, Resident's guests and agents. Neither Lessor nor its agents shall be liable for any personal injury or injury to personal property or loss by theft or otherwise which may result from Resident's or Resident's invitees' or licensees', improper or negligent use or intentional misuse of the Agreement Premises or any facility made available to Resident by Lessor.

- 28. SATELLITE DISHES.** Lessor will permit Resident to install a satellite dish for personal, private use on the Premises under the following conditions:
- The satellite dish must be one meter or less in diameter;
  - The satellite dish may only be installed on the inside balcony, patio or terrace that is under the exclusive control of Resident. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing. Allowable locations may not provide an optimum signal or any signal at all;
  - Resident is specifically prohibited from making physical modifications to the Premises and is prohibited from installing said satellite dish in the common areas of the Premises, including but not limited to, outside walls, roofs, window sills, common balconies or stairways;
  - Resident shall not install said satellite dish in a manner which causes physical or structural damage to the Premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls;
  - Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of said satellite dish.
  - Resident shall indemnify, defend and hold Lessor harmless for any damage or injury resulting from said negligence, including paying Lessor's attorney's fees and costs.
- 29. NOTICES.** Any notice or document, required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Resident at the Premises, and a second copy affixed in a conspicuous place on the Premises, and to Lessor, **by certified mail, return receipt**, C/O Capital Growth Properties, 1120 Silverado Street, La Jolla, California 92037 (or at such other address or addresses as Lessor may at any time or from time to time designate to Resident). Personal delivery of any such notice by Lessor to Resident shall also be deemed effective delivery hereunder. Capital Growth Properties is authorized to accept notices, demands and service of process on behalf of Lessor.
- 30. MISCELLANEOUS.** Time is of the essence of this Agreement and of each provision of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Lessor by this Agreement, or by law, are cumulative, and no one of them is exclusive of another. No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Lessor. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. Each Resident states that he or she is of legal age to enter into a binding Agreement for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Premises are located.
- 31. ENTIRE AGREEMENT.** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Resident and Lessor, its agents, or employees that extend, limit, or in any way modify the terms, covenants, and conditions of this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.
- 32. SUCCESSORS.** The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of Lessor and Resident and their respective heirs, executors, administrator, personal representatives, successors and assigns.
- 33. SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 34. WAIVER.** No waiver by Lessor of the breach of any covenant, condition or term of this Agreement shall be construed as a waiver of any preceding or succeeding breach nor shall the acceptance of rent during any period in which Resident is in default be deemed to be a waiver of such default.
- 35. APPLICABLE LAW.** The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Although the printed provisions of this Agreement were drawn by Lessor, this Agreement shall not be construed either for or against Lessor or Resident, by virtue of this or any other fact, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result and implement the intent of the parties.

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**36. ATTORNEY'S FEES.** In the event that Lessor is required to engage legal counsel to enforce any provision of the Agreement, Resident shall pay, as additional rent, all attorney's fees, court costs and expense reasonably incurred thereby, including preparation and service of notices of default and for attorney consultation therewith, whether or not a legal action is subsequently commenced in connection with such default. In the event of any legal action of proceeding between the parties, the ultimately prevailing party shall be entitled to reasonable attorney's fees and expenses as part of the judgment resulting therefrom. The parties agree that any attorney's fees to be awarded in any single action shall not exceed \$1000 to the prevailing party or as specifically authorized by statute. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedures or the California Rules of Court.

**37. REGISTERED SEX OFFENDERS NOTICE.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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.

**38. CREDIT REPORTING.** Pursuant to Civil Code Section 1785.26, Resident is hereby notified that a negative credit report reflecting on Residents credit record may be submitted in the future to a credit reporting agency if Resident fails to fulfill the terms of their rental/credit obligations or if Resident defaults in those obligations in any way.

**39. FIRE ARMS SAFETY.** Store your gun safely and securely to prevent unauthorized use. Guns and ammunition should be stored separately. When the gun is not in your hands, you must still think of safety. Use a California-approved firearms safety device on the gun, such as a trigger lock or cable lock, so it cannot be fired. Store it unloaded in a locked container, such as a California-approved lock box or a gun safe. Store your gun in a different location than the ammunition. For maximum safety you should use both a locking device and a storage container. For additional information on safety regulations and/or proper storage, please visit <http://oag.ca.gov>

**ADDENDA.** This lease and the addenda indicated below constitute the entire agreement between the parties, and which supersedes and merges all prior and contemporaneous negotiations, agreements, promises and representations. Addenda: California Proposition 65, Acknowledgement of Pest Control Notice, Mold, Bed Bugs, Safe Streets, and Open Flame and Cooking Device.

**I have read, understand, and agree to all terms contained in this 7 (seven) page Agreement. All Residents 18 years of age or older are required to sign and execute this Agreement.**

[ s:b:r ]	[ s:c:r ]	[ d:c:r ]
[ d:b:r ]	[ d:c:r ]	[ d:c:r ]
RESIDENT-Ryan Seaver	RESIDENT-Christopher Owen	RESIDENT-
DATE	DATE	DATE
RESIDENT-	RESIDENT-	RESIDENT-
DATE	DATE	DATE
[ s:a:r ]	[ d:a:r ]	
[ d:a:r ]		
LANDLORD/AGENT	DATE	

CAPITAL GROWTH PROPERTIES, INC. IS PROUD TO BE AN EQUAL OPPORTUNITY HOUSING PROVIDER.

# Utility Addendum

This Utility Addendum is incorporated into the Lease Contract (“**Lease**”) dated 7/24/2019 between EI Real, LLC, Landlord, and Ryan Seaver, Christopher Owen, , Resident, for the property at 3970 Crown Point Drive, San Diego, CA 92109 (the “**Premises**”).

1. This addendum () supplements () replaces paragraph 8 of the Lease.
2. Information about utilities is indicated below.

Utility/ Service	Utility’s Customer of Record	Charged to Resident?	Calculation Method for Charges to Resident	Common Areas
Electricity	( ) Landlord (X) Resident	(X) Yes ( ) No	(X) Direct billing from utility ( ) Sub-metering ( ) None – Landlord expense	Are separately metered and are not charged to Resident
Water	(X) Landlord ( ) Resident	(X) Yes ( ) No	( ) Direct billing from utility ( ) Sub-metering ( ) None – Landlord expense (X) Formula (X) Square footage (X) Authorized occupant method ( ) Factored occupancy method ( ) Dividing the bill equally among all occupied units in the Community	( ) Are separately metered and are not charged to Resident (X) Are not separately metered ( ) Charges to be divided among residents includes common area water charges (X) A deduction of <b>20%</b> for estimated common area charges is made before calculating Resident’s bill
Sewer	(X) Landlord ( ) Resident	(X) Yes ( ) No	( ) Direct billing from utility ( ) Sub-metering ( ) None – Landlord expense (X) Formula (X) Square footage (X) Authorized occupant method ( ) Factored occupancy method ( ) Dividing the bill equally among all occupied units in the Community	( ) Are billed separately to the property owner and are not charged to Resident (X) Are not billed separately ( ) Charges to be divided among residents includes common area sewer costs (X) A deduction of <b>20%</b> for estimated common area charges is made before calculating Resident’s bill
Trash	(X) Landlord ( ) Resident	(X) Yes ( ) No	( ) Direct billing from utility ( ) None – Landlord expense (X) Formula ( ) Square footage ( ) Authorized occupant method ( ) Factored occupancy method (X) Dividing the bill equally among all units in the Community	( ) Are billed separately to the property owner and are not charged to Resident (X) Are not billed separately (X) Charges to be divided among residents includes the cost to dispose of trash generated in the common areas ( ) A deduction of % for estimated common area charges is made before calculating Resident’s bill estimated and deducted before calculating Resident’s bill
Cable	( ) Landlord (X) Resident	(X) Yes ( ) No	(X) Direct billing from utility ( ) Flat fee of \$ _____ per month for _____ /as specified in the attached schedule of fees, subject to change with 30 days notice ( ) None – Landlord expense	

3. **Resident Utility Obligations.** Resident agrees to pay for all utilities that are consumed within the Premises as being Resident's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the Premises. If Resident breaches the lease by vacating the Premises before the end of the term, Resident will also be responsible for utilities until the earlier of (1) the end of the term, or (2) until the Premises is re-rented.
4. **Direct Billing from Utility.** For the utilities indicated above as being billed directly to the Resident, as of the move-in date Resident will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at the Landlord's discretion, considered a material breach of this agreement and will permit the Landlord to terminate the rental agreement. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay the Landlord for the charges incurred within 15 days of invoice. **The Resident will also be subject to an additional charge of \$5.00 for each billing cycle during which the Resident has failed to become the customer of record with the utility. This fee consists of the expenses incurred by the Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on the Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.**
5. **Tenant Not the Direct Customer of Record.** The following provisions apply to utilities which are the Resident's responsibility, but of which Landlord is the utility's customer of record.

- A. **Sub-metered Utilities.** Billings based on sub-meter readings (if any) will itemize the beginning and ending meter readings, the rate charged to Resident, and all categories of information that appear within the utility's standard billing format to the Landlord. Billing amounts based on sub-meter readings will be determined by:
- Dividing the total fixed charges equally among the total number of sub-metered consumers which do not receive a separate master bill, plus adding Resident's share (determined from the sub-meter readings) of the variable charges at the same rate charged in the master bill.
  - Dividing the total master bill according to sub-meter readings.

If the Premises are sub-metered, Resident agrees to allow Landlord, or a billing service provider designated by Landlord, access to the Premises in order to install, repair, remove and read sub-meters. If the Premises is located in the City of San Diego, all sub-meter billing will be in compliance with Chapter 6, Article 7, Division 6, Sections 67.0601 through 67.0608 of the San Diego Municipal Code.

- B. **Formula Billing Used.** If formula billing is used, the specific formula used is indicated above. Details about formulas are below.

**Square footage:** For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of the Premises as compared to the total square footage of all occupied units within the Community.

Resident's share is calculated using an **Authorized Occupant** formula that compares the number of authorized occupants residing in the Premises as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in the Premises are identified in the Residential Lease/ Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

**Dividing the bill equally among all occupied units in the Community.**

Resident's share is calculated using an **Factored Occupancy** formula that compares the "factored occupancy" figure for the number of authorized occupants residing in the Premises as compared to the total "factored occupancy" figure for all authorized occupants in all units in the complex as of the first day of the month. Factored occupancy is based on the premise that multiple people in a single unit may use less utilities than the same number of single people living in separate units. It applies a ratio to the number of occupants as follows:

- 1 person = Factored occupancy of 1
- 2 people = Factored occupancy of 1.6
- 3 people = Factored occupancy of 1.9
- 4 people = Factored occupancy of 2.2
- 5 people = Factored occupancy of 2.5

Resident represents that all occupants that will reside in the Premises are identified in the Residential Lease/ Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of occupants.

If more than one formula method is indicated for a utility, then Landlord calculates each resident's share using each indicated formula, and the weight given to each formula is specified.

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. However, if during the tenancy Landlord believes that Resident's utility consumption is disproportionate to the charge to Resident as specified above, Landlord reserves the right to modify the method used to charge Resident, in Landlord's reasonable discretion.

- C. **Water and Sewer Charges:** If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

- D. **Trash Charges.** Trash charges include the cost of Landlord or Property Management employees to collect trash bins from enclosures, compact the trash, and return the binds to the trash enclosures.
- E.  (If checked) **Utility Billing Service:** Landlord currently uses the services of **Conservice** ("Utility Billing Company") to bill for Water, Trash, Sewer, and Recycling (*list Utilities*) Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider.

- F. **Utility Billing Statements.** Resident will receive monthly billing statements. Residents will generally receive bills approximately 20 days after the last day in the billing cycle (i.e. utilities consumed in January will be billed on approximately February 20<sup>th</sup>). Billing statements are payable within 15 days of the statement date. The due date for rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the rental agreement and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed additional rent. Utility billings will be prorated as necessary.
  - G. **Payment from Security Deposit.** Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the Premises, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption until actual numbers become available.
  - H. **Monthly Service Charge.** Resident's billing statement will include a monthly service charge of \$0.00. The service charge represents the reasonable value of services provided by Landlord or the utility billing company to allocate the utility costs to the responsible parties, provide billing to Resident, and process payments. The monthly service charge is subject to change upon sixty days written notice of increase sent by first class mail to the Premises.
  - I. **Late Fees, Interest, and Collection Costs.** Utilities that are not paid in a timely fashion are subject to a late fee of \$5.00 plus interest at the maximum amount allowed by law. It is agreed that the late charge is a fair and reasonable estimate of actual expenses incurred by Landlord as a result of late payment. The actual expenses are not susceptible to ready calculation but include the costs of late payment accounting, the cost of accounting amounts advanced to the utility, the costs of communicating with the Resident with regard to the delinquent account, and the lost investment value of funds advanced for Resident's utility obligations. Payment of a late fee will not excuse Resident's obligation to pay the underlying utility charge. Application of a late fee will not bar Landlord from any other remedies allowed under the lease or applicable law.
  - J. **Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.**
6. **Landlord Liability.** Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the Premises not reasonably within the Landlord's control.
  7. **Conservation.** Resident agrees to comply with any utility conservation efforts implemented by Landlord.
  8. **Tampering.** Resident agrees not to disturb, tamper, adjust, or disconnect any utility service a sub-metering device or system.
  9. **Estimation.** Landlord may estimate Resident's consumption if Resident's sub-meter is broken or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.
  10. **No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Residential Lease/ Rental Agreement will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the Residential Lease/ Rental Agreement. No waiver will exist unless made in writing and signed by both Resident and Landlord.
  11. **Severability.** If any provision of this Utility Addendum or the Residential Lease/ Rental Agreement is determined to be invalid or unenforceable by any court, the remaining provisions will remain fully valid, enforceable, and binding on the parties.
  12. **Modification.** Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this lease.
  13. **Discontinued Utilities.** If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Premises is hazardous and will be a breach of the Lease.
  14. **Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to Capital Growth Properties, 858-454-8857 or [cgp@cgpinc.com](mailto:cgp@cgpinc.com)
  15. (X) (If checked) **Resident's Meter Includes Utilities Consumed in Common Areas.** Resident's ( ) gas ( ) electric ( ) water meter or submeter measures utilities consumed in both the Premises and in the following common area: (X) Outdoor lighting near Resident's front door (X) Resident will be responsible for these utilities.

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RESIDENT-Ryan Seaver

DATE

RESIDENT-Christopher Owen

DATE

RESIDENT-

DATE

RESIDENT-

DATE

[ s:a:r ]

[ d:a:r ]

LANDLORD/AGENT

DATE