

LEASE OR AGREEMENT TO RENT

1. **Parties** : This agreement is made and entered into on _____, 20____, between Owners **Stanley M. Sokolow and Sonya Sokolow, Trustees of the Sokolow Trust Agreement Dated December 31, 1992,** and **Elisabeth V. Tatum**, hereinafter collectively referred to as "Owner", and tenant(s):

hereinafter referred to as "Tenant". This agreement shall bind Tenant, and each of them if there are several, jointly and severally.

2. **Premises** : Subject to the terms and conditions below, Owner rents to Tenant, and Tenant rents from Owner, for residential purposes only, the premises known as condominium **unit #11**, located at Tahoya Shores condominium, **7610 N. Lake Blvd, Kings Beach, California 96143**. (Note that this is not a mailing address. See Additional Provisions below.)

The rented premises include **exclusive use** of the following area: **Unit #11** and **shared use** of the following area(s): **common areas of the condominium complex**, and excluding areas requiring HOA permission for use, such as the boat storage yard.

3. **Term** : The term of rental shall begin on _____, 20____, and shall continue (check which apply):

() a. until _____, 20____, and thereafter on a month-to-month basis, until terminated as in alternative b, or

() b. until terminated, either by Owner or by Tenant, by the giving of written notice to the other party prior to the beginning of the last month of tenancy.

The term of this tenancy is limited as follows: (check one which applies)

() c. This tenancy is a continuous and uninterrupted occupancy, or

() d. This tenancy consists of a periodic time-share portion of the above designated term, not a continuous and uninterrupted occupancy. The time periods during which Tenant has possession and may occupy the premises are as follows:

excepting the following periods during which Tenant has no right of possession or occupancy: _____

It is understood and agreed that the premises may or may not be occupied by other tenants during the excluded periods or within the excluded and shared areas, and that Owner has no duty to protect personal property which Tenant may leave in or about the premises, for which Tenant assumes all risks.

4. **Rent** : Prior to taking occupancy, Tenant shall pay to Owner the sum of \$ 800 as rent, payable in advance, for the period of _____, 20____, through _____, 20____. Rent for the period of _____, 20____, through _____, 20____, shall be due on _____, 20____, in the amount of \$ 800. Thereafter, Tenant shall pay to Owner a monthly rent of \$ 800, payable in advance on the first day of each month. Rent checks shall be made payable to the name of Owner's agent, shown at the end of this agreement (or to another designated agent as may be notified in the future) and sent to the address shown there. **Mail should be deposited far enough in advance to be sure rent arrives within the first three days of the month.**

5. **Late Charges** : If Tenant fails to pay the rent in full within three days after it is due, Tenant shall pay Owner a late charge of \$ 30, plus \$ 5 for each additional day that the rent continues to be unpaid. The total late charges for any one month shall not exceed \$ 50. By this provision, Owner does not waive the right to insist on payment of the rent in full on the day it is due, nor shall this provision prevent Owner from exercising any rights or remedies under this Agreement or as provided by law.

Tenant initials: _____

6. **Returned-Check Charges:** In the event any check offered by Tenant, or any one of several Tenants, to Owner in payment of rent or any other amount due under this agreement is returned for lack of sufficient funds or a closed or non-existent account, Tenant shall pay to Landlord a check-return charge in the amount of \$ 30. After one such returned check, Owner shall have the right to require that payments be made in cash or cash-equivalent, such as cashier's check.

7. **Deposit:** Upon signing this agreement, Tenant shall pay to Owner the sum of \$ 1000 as and for security as that term is defined by Section 1950.5 of the California Civil Code. Prior to taking occupancy, Tenant shall pay to Owner the sum of \$ NONE as additional such security, completing a total of \$ 1000 as the security deposit. Tenant, or any of them if there are several, may not, without Owner's prior written consent, apply this security deposit to rent or to any other sum due under this agreement. Within 21 days after Tenant has vacated the premises, Owner shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any security deposit, and any earned interest or dividends thereon, which is retained by Owner. Owner may withhold only that portion of Tenant's security deposit necessary (a) to remedy any default by Tenant under this agreement, (b) to repair damages to the premises exclusive of ordinary wear and tear, (c) to clean the premises if necessary, (d) to pay attorney and paralegal fees incurred by Owner while enforcing Tenant's compliance with the terms of this agreement, including but not limited to pre-eviction and eviction legal expenses.

In addition to the security deposit, Tenant shall pay to Owner the sum of \$ NONE as a prepaid minimum cleaning charge, which shall not be refundable but which shall be applied to the actual cost of cleaning after Tenant vacates the premises at termination of this agreement. If this rental agreement is for a time-share tenancy, Tenant shall clean the premises at the end of each periodic occupancy of the premises, and the cleaning charge shall be used for the final cleaning or to correct inadequate cleaning between periods. **Under California law, Tenant is responsible for cleaning the premises back into the same general level of cleanliness as it was in when Tenant moved in. Owner may use the security deposit for additional necessary cleaning.** If any portion of a deposit or prepaid charge is used during the term of this agreement, Tenant shall promptly replenish the used portion upon request by Owner or Owner's agent.

8. **Utilities:** The cost of utilities shall be paid as is checked below:

a. Tenant shall be responsible for direct payment of all utility charges, such as water, gas, electric, spa service (if any), and refuse removal, with the exception of the following, which shall be paid by Owner:

_____ Tenant shall permit the usage of sufficient water for exterior irrigation to maintain the health of the landscaping plants and for reasonable maintenance purposes.

b. Tenant shall pay to Owner as additional rent a proportionate share of the total cost of water, gas, and electricity utility charges for the total property at the aforesaid address, and Owner shall pay the utility bill. It is agreed that this proportion shall be _____% of the total billing each billing cycle, prorated if the period of tenancy does not include the full service period of the billing. Owner shall present Tenant with a documented bill for the proportionate share and Tenant shall pay these billings as additional rent with the next monthly rental payment that falls due. Gardening service shall be paid by Owner. Tenant shall permit the usage of sufficient water for exterior irrigation to maintain the health of the landscaping plants and for reasonable maintenance purposes.

c. Utilities shall be at the expense of Owner. Tenant agrees to follow Owner's reasonable rules regarding conservation and minimization of utility expense.

d. The following utilities shall be at the **expense of Tenant**, by Tenant opening an account with the utility provider: **electricity and (if desired) telephone**. The following utilities shall be at the **expense of Owner: cold water, hot water, sewer, homeowner association dues, garbage service, television cable service provided by homeowners association to the entire building, and association maintenance of common area facilities such as pool (seasonally), in-ground spa, and snow removal from parking area. NOTE: space heating inside the unit is by electric wall heaters.**

9. **Use and Occupancy:** The premises are to be used only as a private residence for Tenants listed in paragraph 1 of this agreement and their guest(s), with a **maximum of 2 (two) person(s) as occupant(s)**, and for no other purpose without Owner's prior written consent. Guests may stay up to 14 days total in any one year period without prior consent of Owner. Occupancy by guests more than a total of 14 days without Owner's prior written consent is prohibited and shall be considered to be a breach of the assignment and subletting paragraph of this agreement. Tenant shall be liable for additional rent and possibly eviction, if guest stays exceed these limits.

10. **Condition of Premises :** Tenants agree that they have examined the premises and have found them to be habitable and

Tenant initials: _____

suitable for their occupancy. Tenants will further examine the premises prior to occupancy, during a walk-through examination with Owner, and shall complete and sign a "Landlord-Tenant Checklist" which summarizes any exceptions to the statement that premises are in good, safe, fully-functional, clean, and well-repaired condition. Said Checklist shall be deemed to be incorporated into this agreement by this reference. Tenants agree to (a) keep the premises in good order and repair, and, upon termination of tenancy, to return the premises to Owner in a condition identical to that which existed when Tenants took occupancy, except for reasonable and ordinary wear and tear, (b) immediately notify Owner of any defects, malfunctions, or dangerous conditions in and about the premises of which they become aware, and (c) reimburse to Owner, on demand by Owner or their agent, for the cost of any repairs to the premises damaged by Tenants or their guests or invitees.

11. **Possession** : The failure of Tenants, or any of them if there are several, to take possession of the premises shall not relieve them of their obligation to pay rent. In the event Owner is unable to deliver possession of the premises to Tenants for any reason not within Owner's control, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, Owner shall not be liable to Tenants, or any of them, except for the return of all sums previously paid hereunder by Tenants to Owner, in the event Tenants choose to terminate this agreement as a result of Owner's inability to deliver possession. The premature abandonment and vacation of premises by Tenants shall not relieve them of their obligation to pay rent as agreed herein.

12. **Assignment and Subletting** : Tenants shall not sublet any part of the premises or assign this agreement to any other person(s) without the prior written consent of Owner.

13. **Pets** : No animal (except properly-trained animals needed by physically handicapped persons) shall be kept on or about the premises without the prior written consent of Owner. Tenant assumes all risk and financial liability, and hereby holds Owner harmless, for damage or injury caused by Tenants' animal(s) and by those of their guests. Tenant shall follow any rules of the homeowners' association regarding pets. If Tenant keeps a pet on or about the premises, rent shall be increased by \$_(does not apply)_ per _(does not apply)_. Owner hereby consents to the following pet(s): NONE.

14. **Access for Inspection and Emergency** : Tenants agree that Owner or Owner's agent shall have the right to enter premises with at least 24 hours' advanced notice for the purpose of making general inspections for maintenance of the property, not to exceed once per quarter year. Without limitation, Tenants agree that Owner or Owner's agent may enter the premises in the event of an emergency, or to make repairs or improvements, or to supply agreed services, or to exhibit the premises to prospective purchasers or tenants. Except in case of emergency, Owner shall give Tenant reasonable notice of intent to enter the areas equipped with locks. In order to facilitate Owner's right of access, Tenants (or any of them if there are several) shall not replace, alter, add, or re-key any locks to the premises without Owner's prior written consent. At all times, Owner or Owner's agent shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify landlord if they install any burglar alarm system and shall instruct landlord on how to disarm it for such access. In the event of non-compliance by Tenant with this paragraph, Tenant agrees to reimburse Owner for the expense of repairing any damage, or for any entry-related expense such as locksmith or false-alarm fees, caused in the process of gaining rightful entry by Owner or his agent. Tenant agrees that Owner or Owner's agent shall have the right to access the yards around the premises periodically for landscaping and yard maintenance, with prior notice to Tenant. The front yard area visible to the public may be maintained by gardening service without prior specific notice to Tenant.

15. **Quiet Enjoyment** : Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises or the common areas in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident. Tenant shall follow the rules and regulations of the homeowners' association, if there are any.

16. **Repairs, Maintenance, and Alterations** : Except as provided by law or as authorized by the prior written consent of Owner and except as provided in this agreement, Tenants shall not make any repairs or alterations to the premises. Replacement of light bulbs and smoke detector batteries when needed shall be Tenants' responsibility and expense. Smoke detectors should be tested on a regular basis by Tenant and battery replacement shall be Tenant's responsibility. Owner shall have the right of entry to provide repairs and preventive maintenance and to determine the need for repairs and maintenance, with reasonable prior notice to tenant. Sewer blockages caused by Tenant putting improper things down the drains (other

Tenant initials: _____

than normal use) shall be unblocked at the expense of Tenant. Feminine sanitary products (tampons, pads) shall not be flushed down the toilet, but rather shall be wrapped and discarded in the garbage. Facial tissues, paper towels, and other non-disintegrating paper products shall not be flushed down the toilet. Ordinary toilet paper is allowed to be flushed.

17. Damage to Premises and Financial Responsibility : In the event the premises are damaged by fire or other casualty, Owner shall have the option either to (1) repair such damage and restore the premises with this agreement continuing in full force and effect, or (2) give notice to Tenants at any time within thirty (30) days after such damage terminating this agreement as of a date to be specified in such notice. In the event of the giving of such notice, this agreement shall expire and all rights of Tenants pursuant to this agreement shall terminate. Owner shall not be required to make any repairs or replacements of any property brought onto the premises by Tenants or their guests. Tenants accept financial responsibility for any damage to the premises from fire, smoke, water, or casualty caused by Tenants' negligence. Tenants shall carry a standard renter's insurance policy from a recognized insurance company or as an alternative warrant that they will be personally financially responsible for losses due to Tenants' negligence which are not covered by Owner's rental dwelling insurance policy. Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on premises or any part thereof. Tenant agrees to hold Owner harmless from any claims for damages. Damages or repair of plumbing stoppages caused by Tenants' negligence or misuse will be paid by Tenants.

18. Tenant Rules and Regulations : Tenants acknowledge receipt of, and have read a copy of, the "Tenant Rules and Regulations", which are posted on the Internet at http://www.thesokolows.com/RENTALS/Tahoya/HOA_RulesForRenters.pdf and are hereby incorporated into this agreement by this reference. Owner may terminate this agreement, as provided by law, if any of these Tenant Rules and Regulations are violated. Tenant Rules and Regulations may be changed from time to time by Owner, with adequate written notice to Tenant. Furthermore, Tenant agrees to comply with all covenants, conditions, and restrictions ("CC&R's"), bylaws, rules, regulations, and decisions, of the Owner's association governing the premises, which are posted on the Internet at <http://www.tahoyashores.xbuild.com/#/ccrs/4530730041>. Tenant acknowledges that Tenant has viewed a copy of the use restrictions section of the CC&R's. Tenant shall pay any fines or charges imposed by owner's association, or other authorities, due to any violation by Tenant, or by the guests or licensees of Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or with neighbors, or use the Premises for any unlawful purposes (including, but not limited to, using, manufacturing, growing, selling, storing, or transporting illicit drugs, marijuana except as allowed by California law, hallucinogenic mushrooms, or other contraband), or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises. Violation of drug laws shall be a violation of this agreement and shall be grounds for eviction.

19. Security Deposit : The security deposit shall be held by Owner, without earning interest for Tenant. Owner may, from time to time as needed during tenancy or after termination of tenancy, use all or a portion of the security deposit reasonably necessary to: (a) cure Tenant's default in payment of rent, late charges, condominium owners' association fines, or other sums due; (b) repair or compensate for damages caused by Tenant or by a guest or a licensee of Tenant; (c) clean the Premises as necessary, upon termination of tenancy; (d) replace, repair, or retrieve Owner's property or appurtenances, excluding ordinary wear and tear; or (e) pay any other expenses caused by Tenant and allowable by California law. In lieu of making repairs, Owner may at Owner's sole option charge Tenant for the cost to make repairs as determined by objective written estimates. If money held in security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice delivered to Tenant in person or by mail. Within the time period provided by law, after termination of tenancy, the balance of said account shall be paid back to Tenants as provided in this agreement. If paragraph 8(b) has been checked as applicable in this agreement, then Owner may delay the final written statement, and issue a temporary written statement within 21 days, if the final utility bill for the period of occupancy has not been received by that time. In such case, twice the usual proportionate share of utility costs may be retained by owner until final billing is received, and then a final statement shall be issued with the remaining refund to Tenant.

20. Default : Any failure by Tenant to pay rent when due or to perform any term hereof shall, at the option of the Owner, terminate all right of Tenant to further tenancy hereunder. While in default of payment of rent, absence of Tenant from the premises for a period of 14 consecutive days shall, at the option of Owner, be deemed abandonment of the premises and any property left by Tenant shall be stored or disposed of as provided by law. In the event of a default by Tenant, Owner may elect to continue the lease and enforce all his rights and remedies including the right to recover rent as it becomes due, or

Tenant initials: _____

Owner may elect at any time to terminate all of Tenant's rights under this lease and recover from Tenant all damage incurred by reason of the breach, including cost of recovering premises, attorney's fees, and other costs in connection with enforcing the terms of this lease. Failure to vacate the premises, after being given written notice by Owner of a termination date, shall be a default by Tenant.

21. **Receipt of Legal Documents** : Owner or the person signing this agreement on Owner's behalf, is authorized to manage the said premises and is authorized to act for and on behalf of Owner for the purposes of service of process and for the purpose of receiving all notices and demands at the address indicated below Owner's or Agents signature herein.

22. **Time, Gender, Number** : Time is of the essence of this agreement. Herein, singular and plural number shall be equivalent; male, female, and neuter gender shall be equivalent.

23. **Waiver** : Waiver or non-enforcement of any provision of this agreement on one occasion or instance shall not imply a waiver on any other occasion or instance.

24. **Keys** : Upon termination of occupancy, Tenant shall return all keys and forfeit to Owner any copies of keys made by Tenant. If keys are not returned, Owner shall have the right to charge against Tenant's security deposit the cost of re-keying the locks and copying new keys. Keys shall be personally returned to Owner or Owner's agent.

25. **Cleaning, Pest Control, and Painting** : In order to preserve the carpets and window-coverings (if any), Owner will provide the vendor service for carpet and window-covering cleaning after Tenant vacates if Tenant does not adequately clean the carpet and window coverings upon move-out. Tenant will be charged the actual cost of cleaning, if Tenant does not adequately clean the premises upon move-out. Tenant is advised that pet-related stains and odor may require special cleaning procedures to avoid damaging the carpets and/or draperies. Replacement or repair of items suffering damage by pets, including but not limited to stains and odors, will be charged in full to Tenant. If Tenant has had or has allowed a pet on the premises at any time, Owner may provide pest control treatment, after Tenant vacates, to ensure that the premises are free of fleas or other such pet-related pests before next tenant moves in. In such case, Tenant will be charged the actual cost of the pest control treatment. During tenancy, control of pet-related pests shall be responsibility of Tenant if Tenant has or has allowed a pet upon the premises. Painting charges will be charged to Tenant in proportion to length of residency, as follows. If residency was six months or less, Tenant will be charged for the full cost to repaint or touch-up, as necessary. If residency was over six but not exceeding twelve months, the charge to Tenant will be 3/4 of the cost. If residency was exceeding twelve months but not exceeding twenty-four months, the charge to Tenant will be 1/2 of the cost. If residency was exceeding twenty-four months but not exceeding thirty-six months, the charge to Tenant shall be 1/3 of the cost. After thirty-six months, there will be no deduction for painting charges. If the unit has been painted during tenancy, the above proration will be calculated as of the date of the most recent painting.

26. **Insurance** : Tenant is hereby advised that Owner's insurance does not cover Tenant's personal liability nor Tenant's personal property. Owner advises that Tenant obtain renter's insurance to protect self and personal property against all risks.

27. **Gardening Maintenance** : Owner shall provide garden maintenance at Owner's cost. Tenant agrees to cooperate with gardeners and shall avoid actions which are damaging to the landscaping. Tenant agrees to allow normal water usage (at Tenant's expense if Tenant pays water bill) for maintenance of the landscaping.

28. **Megan's Law Notice**: As required by State law under Section 2079.10a, Tenant is hereby notified as follows: The California Department of Justice, sheriff's departments, police departments service jurisdiction of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register as sex offenders pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated quarterly and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about the individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Tenant initials: _____

29. **Asbestos, toxic mold, and lead paint disclosure:** As required by law, Owner hereby discloses that there is no known asbestos, toxic mold, or lead-containing paint contamination within the premises.

30. **Winterization:** Tenant agrees to follow Owner's instructions for protecting the premises from the damaging effects of severe weather conditions, including but not limited to the proper setting of heating equipment controls.

WARNING

FAILURE TO PROPERLY WINTERIZE THE PREMISES MAY CAUSE SEVERE DAMAGE TO PLUMBING EQUIPMENT, WHICH SHALL BE REPAIRED AT THE EXPENSE OF TENANT, so please follow the instructions carefully.

31. **Snow Removal:** Snow removal from parking area is provided by condominium owners association at no cost to Tenant. Owner makes no warranty regarding the condition of the parking and driving areas due to weather conditions.

32. **Parking:** This unit is allowed only one parking space in the building's parking lot. **Tenant shall provide Owner's Agent with the make, model, color, and license plate number of the vehicle that Tenant will be parking on the grounds.** Parking in areas not marked as parking stalls is prohibited. Blocking of access to the garbage dumpster bin is prohibited. This rule will be enforced by the on-site manager. See the owners' association rules for renters.

Additional Provisions : (Enter "none" if there are none.)

Mail is not delivered to homes in the Lake Tahoe region, but rather mail is kept at the local post office for pickup by residents. Tenant should arrange for a post-office box to receive mail. Tenant should notify Owner about Tenant's mailing address.

Email (electronic mail by Internet) may be used by Tenant to communicate with Owner's management agent and by the agent to communicate with Tenant. Tenant should keep Owner's agent informed of Tenant's email address(s).

Additional Tenant Rules and Regulations

1. NO SMOKING INSIDE THE PREMISES. Violation of this rule may cause permanent damage to the interior, such as stains, burns, or odors, for which Tenant will be held financially liable.
2. No water-filled furniture unless tenant complies with state liability laws on waterbeds.
3. No loud outdoor music.
4. Tenant should test smoke detectors weekly by pressing the test button, and should replace batteries once per year or when detector is periodically beeping or fails a test. If tenant needs assistance, tenant should contact Owner's property manager.
5. Light bulbs and fluorescent tubes should be replaced with like-kind by tenant or tenant's handyperson when needed.
6. Tenant should follow the winterization instructions. In particular, the heating system should be set to the lowest possible temperature, or a higher setting, but not completely turned off during periods when the premises are unoccupied.
WARNING: FAILURE TO PROPERLY WINTERIZE MAY CAUSE SEVERE DAMAGE TO PLUMBING EQUIPMENT, WHICH SHALL BE REPAIRED AT THE EXPENSE OF TENANT, so please follow the instructions carefully.
7. Tenant should not apply any tape, nails, hooks or pins and the like to the walls, ceiling, furniture, or cabinets.
8. Tenant should promptly report to Owner's agent any hazardous conditions, equipment failures, or defects of the premises.

Tenant initials: _____

Agreed and Accepted by:

Tenant's Signature(s) 1. _____ Date Signed: _____
2. _____ Date Signed: _____
3. _____ Date Signed: _____
4. _____ Date Signed: _____

Tenant's names and current addresses (Print):

1. _____
_____ Phone number _____
_____ Cell phone _____
2. _____
_____ Phone number _____
_____ Cell phone _____
3. _____
_____ Phone number _____
_____ Cell phone _____
4. _____
_____ Phone number _____
_____ Cell phone _____

Agent for Owner: _____ Date Signed: _____
Stanley M. Sokolow, Sokolow Property Management

**Please make checks payable to
"Sokolow Property Management"**

Mail checks and notices to Owner's management agent at the following address:

**Sokolow Property Management
210 Highview Drive
Santa Cruz, CA 95060.**

Manager's phone numbers: Phone 831-425-3589; Fax 831-425-3589;
Manager's E-mail address: stanley@thesokolows.com

Tenant initials: _____