

LEASE AGREEMENT

THIS AGREEMENT, effective XXXX, 2025 is between Russell J. Bik and Darlene A. Bik, "Owners" and XXXXX "Tenants".

WITNESSETH: That for the consideration of rent payments and covenants adherence on the part of the Tenants, the Owners lease to the Tenants and the Tenants hire from the Owners on a month-to-month basis for residential use only, the premises known as 1487 Baden Avenue, Grover Beach, CA 93433. This rental agreement may be terminated at any time by either party by giving written notice 30 days in advance.

Rent is due in advance on the 1st day of every month at \$3050 per month commencing on XXXXX 2025. Tenant acknowledges that late payment of rent may cause Owners to incur costs and expenses, therefore, a \$100.00 late fee will be charged for rent not **received** by the 5th of each month or should a check bounce. Unless otherwise agreed in writing, the method of payment will be to mail a single check to the owner: Russell J. Bik, P.O. Box 2307, Pismo Beach, CA 93448-2307.

The Tenants further agree:

1. Premises may only be occupied by the adults listed above without owners written permission.
2. No smoking or pets allowed. If a pet is allowed, this line will be modified to include the pet.
3. Without Owners' prior written consent, no waterbeds or liquid filled furniture, or hot tubs are allowed.
4. Tenants shall not violate any Government law in the use of the premises, commit waste or nuisance, annoy, molest or interfere with neighbors.
5. Except as provided by law, no alternation shall be done to the interior, exterior or landscaping without Owners' prior written consent. Alteration includes but is not limited to painting, wallpapering or changes to the electrical or plumbing systems.
6. Tenant may elect to require as much as 24 hours notice, during normal business hours, for the Owner, authorized agent or representative, to enter the premised for the purpose of (a) making necessary or agreed repairs, decorations, alternations or improvements or supply necessary or agreed services, or (b) showing the premises to prospective or actual purchasers, mortgagees, tenants, or contractors. In an emergency, Owner, authorized agent or representative may enter the premises, at any time, without prior permission from Tenant.
7. No portion of said premises shall be sublet nor this Agreement assigned for living or storage.
8. Tenants have inspected the premises, equipment and furnishings, if applicable, and have found the same to be satisfactory. Any exceptions will be noted in writing and signed by both parties to this lease. All plumbing, heating and electrical are operative.
9. Tenants are entitled to one "no questions asked" professional drain cleaning in each two-year period. After that, unless the plumber determines that the cause of the problem is elated to a defect in the plumbing, the Tenant is responsible for the cost of the cleaning.
10. Tenants shall keep the premises, walls, floors, carpets, counters, appliances and drapes in good order and condition at all times. The following are specifically prohibited: collections or piles of wood, junk, refuse or trash; used engine oil; parking of vehicles not in regular use. Tenants agree to pay for any repairs to the property caused by tenants' negligence or misuse or that of tenants' guests and invitees. **Tenants are responsible for notifying Owners of any developing defects so as to provide sufficient lead-time for Owners to take corrective action be-**

fore said defect causes additional damage or loss. Tenants may be charged for the additional repair cost or replacement (material and labor) where such additional cost or replacement is due to failure of Tenants to notify Owners in a timely fashion. Tenants are responsible for the cost of repairs caused by failure to keep the bathrooms clean and free of mildew.

11. Tenants agree to pay for all utilities, services and charges made payable by or predicated upon occupancy of residence. This includes water, electricity, gas, sewage and garbage. Exterior maintenance (watering, weeding, mowing) is the responsibility of the tenant unless otherwise agreed to in writing with the owners who may increase the rent to pay for professional landscape maintenance.
12. The undersigned Tenants, whether or not in actual possession of the premises, are jointly and individually responsible and liable for:
 - a. All rent incurred under this agreement and for the demised premises caused or permitted by Tenants, their guests and invites.
 - b. Ensuring that the garage is fully cleaned including removal of any oil stains.
13. Move in and delivery of the keys will be upon payment of the first month's rent of \$3050 in addition to a \$5.00 per key and \$25.00 per garage remote deposit. This amount assumes that the \$3050 security deposit has already been paid. Owners may use there from such amounts as are reasonably necessary to remedy Tenants defaults in the payment of rent, to repair damages to the premises caused by the Tenants, their guests and invitees, exclusive of ordinary wear and tear, or to clean such premises, if necessary, upon termination of the tenancy. Balance of security deposit, if any, together with a written itemized accounting, shall be mailed to Tenants' last known address within 30 days of surrender of premises.
14. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorney's fees and costs.

EXECUTED in duplicate, on the day, month and year first above written,

Owner/Agent

Tenant

Tenant