

CALIFORNIA RESIDENTIAL LEASE AGREEMENT

THIS CALIFORNIA RESIDENTIAL LEASE AGREEMENT (hereinafter referred to as the "Lease Agreement") is made and entered into this 1ST day of DECEMBER, 2022, by and between ROBIN SCOTT (hereinafter referred to as "Landlord") and ADAM ADKISCO (hereinafter referred to as "Tenant"). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 712 N. MONTEREY COASTAL 93210 (hereinafter referred to as the "Premises"). Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.
2. **TERM.** This Lease Agreement shall commence on 1ST day of DECEMBER, 2022 (hereinafter referred to as the "Commencement Date"), and shall continue for the following term:

☒ **A. FIXED TERM:** By checking the foregoing box, the term of this lease shall be fixed and shall terminate on 1-10-2027 (hereinafter referred to as the "Term"). This Lease Agreement shall terminate at 11:59 P.M. on the last day of the Term (hereinafter referred to as the "Termination Date"). Tenant shall be required to vacate the Premises on the Termination Date unless one of the circumstances occurs:

- i. Landlord and Tenant formally extend this Lease Agreement in writing or create and execute a new, written, and signed lease agreement; or
- ii. Landlord willingly accepts Rent from Tenant, which does not constitute Delinquent Rent. In the event Landlord accepts Rent from Tenant after the Termination Date, a month-to-month tenancy shall be created. In the event a month-to-month tenancy is created, all terms and conditions of this Lease Agreement – including Tenant's obligation to pay Rent – shall remain in full force and effect.

☐ **B. MONTH-TO-MONTH:** By checking the foregoing box, the term of this lease shall continue from the Commencement Date on a month-to-month basis (hereinafter referred to as the "Term"). Tenant and/or Landlord may terminate this Lease Agreement pursuant to Paragraph 6, below.

3. **RENT.** Tenant shall pay to Landlord the sum of \$ per month for the Term of the Lease Agreement (hereinafter referred to as the "Rent"). The due date for Tenant's Rent payment shall be the 1st day of each month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay Rent on the 1st day of each month.

A. **Delinquent Rent.** If not paid on the 1st day of each month, Rent shall be considered overdue and delinquent on the 2nd day of each month (hereinafter referred to as the "Delinquent Rent"). If Tenant fails to timely pay any month's Rent, Tenant will pay Landlord a late charge of \$ per day until Rent is paid in full (hereinafter referred to as the "Late Charge"). If Landlord receives Rent by the 3rd day of the month, Landlord will waive the Late Charge for that month. **Any Late Charge that is not waived**

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by Landlord under this paragraph shall constitute additional Rent owed by Tenant.

Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur because of Tenant's late payment. Landlord's right to collect the Late Charge shall not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease Agreement and as provided by law.

- B. **Prorated Rent.** In the event the Commencement Date is not the 1st of the month, Tenant shall remit a prorated payment of Rent for the period of time between the Commencement Date and the end of the month based upon a 30-day month no later than the 1st day of the following month.
- C. **Returned Checks.** In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to Landlord for the first such check and \$35.00 to Landlord for all such subsequent checks (hereinafter referred to as the "NSF Charge"), plus the applicable Late Charge for Tenant's failure to timely pay Rent. Furthermore, in the event Tenant is assessed a NSF Charge, Landlord may require in writing that Tenant make all future Rent payments by cash, money order, cashier's check, or electronic funds transfer. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur because of Tenant's NSF check.
- D. **Application of Funds.** Landlord will apply all funds received from Tenant first to any non-Rent obligations of Tenant including payment of any Late Charges, NSF Charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Delinquent Rent, then to current Rent, regardless of any notations on Tenant's payment method.
- E. **Rent Increases.** Tenant agrees and acknowledges that Landlord may increase Rent to the maximum amount allowed by applicable law and that Landlord shall provide Tenant with the required amount of notice required by applicable law.

4. **SECURITY DEPOSIT.** Upon execution of this Lease Agreement, Tenant shall deposit with Landlord the sum of \$ (which amount shall not exceed two months' Rent if the Premises is unfurnished and three months' Rent if the Premises is furnished) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof (hereinafter referred to as the "Security Deposit"). The Security Deposit shall not be used as payment of Tenant's last month's Rent. Unless prohibited by local law, Landlord may place the Security Deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative. Unless prohibited by local law, Tenant shall not be entitled to any interest accrued on the Security Deposit. Nothing in this section shall prohibit the Tenant from making a prepayment of Rent as allowed by local law.

5. **TENANT'S HOLD OVER.** In the event a month-to-month tenancy is created following a Fixed Term, all of the terms and conditions of this Lease Agreement shall remain in full force and effect, except that Rent shall then be due and owing at \$ per month.

6. **TERMINATION OF MONTH-TO-MONTH TENANCY.** If Tenant desires to terminate a month-to-month tenancy, Tenant shall provide the Landlord with written notice of their intent to terminate no less than 30 days prior to the date Tenant intends to terminate the tenancy. Tenant may only terminate the month-to-month tenancy on the last day of the month.

Unless otherwise restricted by state and local rental control laws, if Landlord desires to terminate the month-to-month tenancy, Landlord shall provide written notice of their intent to terminate to the Tenant no less

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than 30 days prior to the date Landlord intends to terminate the tenancy. If Tenant has resided at the Premises for longer than one year, Landlord shall provide written notice of their intent to terminate to Tenant no less than 60 days prior to the date Landlord intends to terminate the tenancy. Landlord may only terminate the month-to-month tenancy on the last day of the month.

Any notice of intent to terminate the month-to-month tenancy, whether given by Tenant or Landlord, shall be wholly ineffective if not given prior to the time periods set forth above.

7. REFUND. Upon termination of the tenancy, the Security Deposit shall be returned to Tenant in accord with California law, including California Civil Code Section 1950.5. Landlord shall have the right to deduct from the Security Deposit any of the following:

- A. Payment of Rent,
- B. Payment of Delinquent Rent,
- C. Payment of Late Charges,
- D. Payment of NSF Charges,
- E. Payment of Pet Charges (as defined below),
- F. Payment of unpaid utilities,
- G. Replacement cost of unreturned keys, garage door openers, and other security devices,
- H. Cost of repair for damage to the Premises caused by the Tenant (ordinary wear and tear excepted),
- I. Cost to clean the Premises using a licensed, insured company to return the Premises to the same level of cleanliness as on the Commencement Date,
- J. Cost to remove any debris left on the Premises by the Tenant,
- K. Any other reasonable costs necessary to return the Premises to the same condition as of the Commencement Date,
- L. Any reasonable litigation costs incurred due to Tenant's breach of this Lease Agreement, including but not limited to attorney's fees relating to the preparation of notices of breach of this Lease Agreement, and,
- M. Any reasonable costs associated with Landlord's obligation to mitigate damages in the event Tenant breaches this Lease Agreement.

Landlord reserves the right to determine which order the Security Deposit is applied to the costs identified in this paragraph. The Security Deposit refund check shall be made payable jointly to all person(s) and entities identified as "Tenant" in this Lease Agreement. Further, in the event the costs and expenses identified in this paragraph exceed the amount of the Security Deposit, Tenant shall be liable to Landlord for all such excess costs and expenses. Tenant shall pay Landlord any such excess within ten days of Landlord's written demand for payment.

8. USE OF PREMISES. The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of

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exclusively, as a private dwelling, and no part of the Premises shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Landlord must approve, in writing, any additional occupants of the Premises. Unless prohibited by applicable law, Landlord reserves the right to charge an additional occupant fee not to exceed 10% of the monthly Rent for each additional occupant. Tenant shall comply with all laws, ordinances, rules and orders of all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

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9. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services that are individually metered for the Premises. Tenant is responsible for all connection, hook-up, maintenance, and termination fees for all such utility services. Tenant shall transfer all such services to Tenant's name within three business days of the Commencement Date. For all utility services that are not individually metered for the Premises, Tenant's monthly portion of such utilities is \$ [REDACTED]. Landlord shall post in a conspicuous place the prevailing residential utility rate or may post the internet website address of the utility rate schedule if a hard copy is also provided upon request at no cost to the Tenant. Tenant agrees to pay this amount on the 1st day of each month and failure to pay this amount is a material breach of this Lease Agreement. Any amounts due under this Section that are not paid on the 1st day of each month shall constitute unpaid Rent.

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10. **LOCAL MUNICIPAL FEES.** The Premises may be subject to state or municipal programs that require payment of certain fees by the Tenant, Landlord, or both. The Premises is subject to the following fees to be paid by the Tenant:

A.	Program:	<u>N/A</u>	Cost:	\$ [REDACTED]
B.	Program:	_____	Cost:	\$ [REDACTED]
C.	Program:	_____	Cost:	\$ [REDACTED]
			Total:	\$ [REDACTED]

Tenant hereby agrees to add the Total amount identified in this paragraph to Tenant's monthly payment of Rent. Landlord will notify Tenant when any governmental authority changes the amount owed under this paragraph. Tenant agrees to pay this amount on the 1st day of each month and failure to pay this amount is a material breach of this Lease Agreement. Any amounts due under this Section that are not paid on the 1st day of each month shall constitute unpaid Rent.

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11. **PARKING.** Tenant is assigned N/A as their parking space(s). If Tenant is assigned a parking space(s) by Landlord, Tenant shall use such space(s) only for the parking of operable, licensed and currently registered passenger automobiles and motorcycles. At no time shall the Tenant wash, paint, or repair any vehicle parked in the space(s) assigned by the Landlord. Tenant and Tenant's guests shall not park anywhere on Landlord's property except the space(s) assigned to Tenant. Any vehicle of Tenant or Tenant's guests that park on any Landlord property and not in the assigned space(s) will be towed at Tenant's expense and with no warning. Tenant may not assign or sublet the parking space(s) assigned by Landlord, except with Landlord's written permission. No items shall be stored in or around Tenant's assigned parking space(s) and any such items shall be disposed of by Landlord and with no warning.

12. **TENANT'S INSURANCE.** Landlord does not maintain insurance to cover the personal property of Tenant or personal injury to Tenant, their guests or occupants. Any security features at the Premises or Landlord's property, are a courtesy and not intended to protect Tenant or Tenant's guests. Tenant is required to obtain rental insurance in the amount of at least \$300,000 public liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant is responsible to obtain insurance prior to accepting possession of the Premises from the Landlord. Should any injury or damage occur prior Tenant obtaining rental insurance, Tenant shall defend, indemnify and hold all other parties harmless from all claims arising from any such injury or damage. Tenant shall also name Landlord as an "interested party"

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on the policy of insurance obtained by Tenant.

13. ANIMALS. THERE WILL BE NO ANIMALS allowed on the Premises, unless authorized by a separate written Pet Addendum to this Lease Agreement and unless otherwise permitted by law. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If Tenant violates the pet restrictions of this Lease Agreement, Tenant will pay to Landlord a fee of \$ [REDACTED] per day per animal for each day Tenant violates the animal restrictions as additional Rent for any unauthorized animal (hereinafter referred to as the "Pet Charge"). Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the animal. Landlord will not be liable for any harm, injury, death, or sickness to any animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any animal and for all costs Landlord may incur in removing or causing any animal to be removed.

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14. COMPLIANCE. Tenant agrees not to commit or permit any waste, or nuisance, or any acts to be done at the Premises in violation of any regulation, law or ordinance, and not to use of permit the use of the Premises for any illegal activities or immoral purposes, and not to annoy, molest, or in any way interfere with any other tenants residing near or around the Premises. Tenant shall not engage in lounging, horse-playing, unnecessary loitering, use and/or possession of illegal substances in any common area is prohibited. Tenant shall not interfere with other tenants' free use and enjoyment of the common areas. Tenant also agrees to follow all rules established by Landlord and provided to Tenant at the time of execution of this Lease Agreement and which Tenant has acknowledged receipt.

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15. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that at the time of the Commencement Date, the Premises in good order, repair, and in a safe, clean and tenantable condition. Tenant will provide Landlord a list of items that are damaged, not in operable condition, or in good repair within three (3) days of the Commencement Date. Tenant's failure to timely provide any such list shall be conclusive as to the tenantable condition of the Premises.

16. NEIGHBORHOOD CONDITIONS. Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

17. EARLY TERMINATION. If Tenant should move or abandon the Premises prior to the expiration of the Term, Tenant shall be liable for all Rent due under this Lease Agreement, until such time that a new Landlord-approved tenant begins paying rent for the Premises, or expiration of the Term, whichever occurs first. Tenant shall be liable for all costs associated with re-rental of the Premises, including re-keying, commission and broker fees, and all costs to return the Premises to rentable condition. Should the Premises be rented to a new occupant, Tenant remains liable for any difference between the amount of Rent and the

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amount paid by the new occupant. Landlord may, at Landlord's sole discretion, release Tenant from any liabilities under this Section by entering into an Early Termination Agreement with Tenant.

18. OWNER OCCUPIED EVICTION. Pursuant to the Tenant Protection Act of 2019, Landlord hereby advises Tenant that the Owner of the Premises reserves the right to evict the Tenant if the Owner of the Premises, including Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, intend to occupy the Premises immediately following Tenant's eviction from the Premises. (Civ. Code, § 1946.2.)

19. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease Agreement.

20. NO SHORT-TERM RENTALS OR LEASING. Any listing of the Premises on a short-term rental website and/or subletting the Premises on a short-term basis shall constitute a material breach of this Agreement. Only those parties listed in Use of Premises Section shall have any tenancy rights. Any inhabitant who is not listed in the Use of Premises Section, is not a tenant. Any such inhabitant, including any minor child who has become an adult while occupying the Premises, still in possession of the Premises at the end of the tenancy or when the unit is vacated by the last tenant identified in the Use of Premises will be considered a subtenant not approved by Landlord.

21. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. All alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease Agreement.

22. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the Rent herein provided from that date. In the event possession cannot be delivered within thirty (30) days of the Commencement Date, through no fault of Landlord or its agents, then this Lease Agreement and all rights hereunder shall terminate with no liability on behalf of the Landlord or Landlord's agents.

23. STORAGE. Any property stored in any storage area provided under this Lease Agreement shall be removed immediately upon termination of the tenancy. In the event such property is not removed, Landlord may dispose of the property in the manner prescribed by California Civil Code Sections 1980 through 1991.

24. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

25. MAINTENANCE, REPAIR, AND RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease

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Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

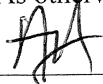
- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- F. Keep all air conditioning filters clean and free from dirt;
- G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Tenant shall further not dispose of any feminine hygiene products, flushable wipes, or anything other than waste and toilet paper in the lavatory. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- H. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- I. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- J. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- K. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto, which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

26. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence, and the Lease Agreement continue according to its terms.

27. ACCESS BY LANDLORD. Tenant and Landlord agree that 24-hour written notice to Tenant shall be reasonable and sufficient notice for Landlord to enter the Premises. Landlord and Landlord's agents shall have the right to access the Premises to do any of the following:

- A. Inspect the Premises for condition;
- B. Make necessary or agreed repairs;
- C. Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. As otherwise allowed by applicable law.

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No written notice is required if Landlord and Tenant orally agree that Landlord or Landlord's agents may enter the Premises to conduct agreed upon repairs, or to show the Premises. Landlord is not required to provide Tenant with any notice in case of an emergency, or if Tenant has abandoned the Premises.

28. SIGNAGE. Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

29. SUBORDINATION OF LEASE. This Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

30. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the Commencement Date (ordinary wear and tear excepted).

31. WATERBEDS. THERE WILL BE NO WATERBEDS allowed on the Premises, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

32. PEST CONTROL CHEMICALS. If applicable, Tenant has received a copy of a "Chemicals Used Notice" from Landlord's pest control company (Civil Code § 1940.8), which must be provided to Tenant if, and only if, there is a written pest control contract in effect for the Premises.

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33. QUIET ENJOYMENT. Tenant, upon payment of all the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

34. DEFAULT. If Landlord breaches this Lease Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease Agreement, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease Agreement.

35. ABANDONMENT. If at any time during the term of this Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease Agreement during the balance of the unexpired term, if this Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all

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such personal property in any legal manner Landlord and Landlord is hereby relieved of all liability for doing so.

36. PEST CONTROL. Upon notice by Landlord, Tenant shall temporarily vacate the Premises for a reasonable period to allow pest or vermin control work to be done. Tenant shall comply with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables, and medicine. Should Tenant be required to vacate the Premises overnight, Tenant's sole compensation shall be a prorated 1/30th of the Rent, credited to the next month's rent, for each night Tenant is required to vacate the Premises.

37. TENANT ESTOPPEL CERTIFICATE. Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATIONS. Tenant's representations made in the rental application and in this Lease Agreement shall be considered inducements by Landlord to execute this Lease Agreement. Misrepresentations in said application or in this Lease Agreement, shall be considered as cause to terminate this Lease Agreement. Every term, covenant, and agreement herein shall be deemed a condition hereof. Landlord would not have entered into this Lease Agreement except upon the sole reliance that Tenant would perform every condition of this Lease Agreement.

39. NEGATIVE CREDIT REPORT. Pursuant to California Civil Code Section 1785.26, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit may be submitted in the future to a credit reporting agency if Tenant fails to fulfill the terms of this Lease Agreement.

40. ATTORNEYS' FEES. Should it become necessary for Landlord or Tenant to employ an attorney to enforce this Lease Agreement, including payment of Rent or recovery of possession of the Premises after breach of this Lease Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs, not to exceed \$1,500. A party shall be deemed a prevailing party if the judgment is rendered in his/her favor or where the litigation is dismissed in his/her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

41. DISPUTE RESOLUTION. If a dispute arises under this Lease Agreement, the parties agree to mediate the dispute or claim before resorting to court action. Any costs and fees associated with the mediation, other than attorney fees, will be shared equally by the parties. If a party to this Lease Agreement commences an action without first attempting to resolve the dispute or claim through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, as permitted in Paragraph 40, above.

42. RECORDING OF LEASE AGREEMENT. Tenant shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Lease Agreement, this Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

43. GOVERNING LAW. This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

44. SEVERABILITY. If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but

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instead shall be enforced to the maximum extent permitted by law.

45. BINDING EFFECT. Subject to the conditions set forth herein, the covenants, obligations and conditions herein contained in this Lease Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

46. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

47. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

48. NON-WAIVER. No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

49. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

50. NOTICE. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the address of the Premises, and to Landlord at the following address:

SAME ADDRESS

51. CARBON MONOXIDE DETECTORS. Tenant acknowledges that California Law may require the Premises include a Carbon Monoxide Detector. Tenant authorizes Landlord to enter the Premises for the purpose of installing a Carbon Monoxide Detector, if necessary.

52. LEAD-BASED PAINT DISCLOSURE. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive federally approved pamphlet on lead poisoning prevention. Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no reports or records or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. Tenant agrees to promptly notify Landlord in writing of any deteriorating and/or peeling paint in the Premises. Landlord has informed the Tenant of Tenant's obligations under 42 U.S.C. 4852d and is aware of their obligation to ensure compliance.

Tenant Initials: MA / _____ / _____ Landlord Initials: RS

53. DATABASE DISCLOSURE. 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. Depending on an offender's criminal

Tenant Initials: MA / _____ / _____ Landlord Initials: RS

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. (Cal. Civ. Code § 2079.10a(a)(3).) Upon delivery of the written notice, the seller or broker is not required to provide additional information regarding the proximity of registered sex offenders (Cal. Civ. Code § 2079.10a(b)).

In addition, the information in the notice will not give rise to any cause of action against the disclosing party by a registered sex offender (Cal. Civ. Code § 2079.10a(b)).

This law does not alter any existing duty of the seller or broker under any other law, including a duty under any existing disclosure provision (Cal. Civ. Code § 2079.10a(c)).

54. HEALTH & SAFETY PRECAUTIONS. Tenant is solely responsible for ensuring Tenant, Tenant's immediate family, and Tenant's guests comply with applicable Health & Safety regulations and recommendations. Tenant, Tenant's immediate family, and Tenant's guests are responsible for following all applicable Health & Safety guidelines, including those issued by the United States Center for Disease Control, available at <https://www.cdc.gov/>, and California Department of Public Health, available at <https://www.cdph.ca.gov/>. Tenant, on behalf of Tenant, Tenant's immediate family, and Tenant's guests, agrees and acknowledges that Landlord bears no responsibility or liability for Tenant's, Tenant's immediate family, and Tenant's guests failure to adhere to the guidelines set forth by the above agencies and as otherwise applicable under California law.

55. JOINT AND INDIVIDUAL OBLIGATIONS. If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.

56. TIME. Time is of the essence for performance of all terms and conditions in this Lease Agreement.

57. FOREIGN LANGUAGE NEGOTIATION. If Landlord and Tenant have negotiated this Agreement, and any additional documents required by applicable law, primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

58. ABILITY TO PAY. Tenant represents and warrants that there are currently no circumstances that Tenant attributes to the COVID-19 pandemic that would impact, in any way, Tenant's ability to pay rent for the term of this Lease Agreement. Such circumstances attributable to the COVID-19 pandemic include, but are not limited to, the loss of income due to COVID-19, child care expenditures due to school closures, health-care expenses related to being ill with COVID-19 or caring for a member of the Tenant's household or family who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Tenant further represents and warrants that, notwithstanding the existence of any of the foregoing circumstance, Tenant has the ability to pay rent for the term of this Lease Agreement and agrees to continue to pay rent, in full, for the entirety of the term of this Lease Agreement.

As to Landlord this 15TH day of DEC, 2022

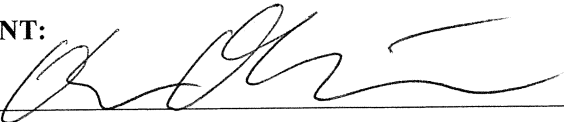
LANDLORD:

Sign: Robin Scott Date: 12-1-22
Print: Robin Scott

Tenant Initials: AA Landlord Initials: RS

As to Tenant this 1ST day of DEC, 2022

TENANT:

Sign:  Date: 12-1-22

Print: ADAM ADKISSON

TENANT:

Sign: _____ Date: _____

Print: _____

Tenant Initials: _____ / _____ / _____

Landlord Initials: _____

I.D. Card or
Driver License No. [REDACTED]

Enter your new address below:

712 N. Monterey Ave
Coalinga

Carry this change of address card with your I.D.
or driver license. Do not tape or staple it to your
driver license or ID.



DL 43 (REV. 9/94) 603 JAN 11 2023 Public Service Agency

No. de tarjeta de identidad
o de licencia de manejar [REDACTED]

Anote su nueva dirección enseguida:

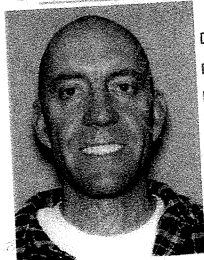
Lleve esta tarjeta de cambio de dirección con su
tarjeta de identidad o licencia de manejar. No la
pegue con cinta adhesiva o la engrape a su licencia
de manejar o tarjeta de identidad



DL 43 SPANISH (REV. 9/94)

Una Agencia de Servicio Público

California USA DRIVER LICENSE



DL [REDACTED]
EXP 10/21/2026
LN ADKISSON
FN ADAM LEE
115 HILL VIEW LN
COALINGA, CA 93210
DOB 10/21/1978
RSTR CORR LENS

CLASS C
END NONE

10211978

SEX M HAIR BRN EYES HZL
HGT 5'-11" WGT 175 lb ISS 10/20/2021
DD 10/20/202160326/AAFD/26



CLASS: C - Veh w/GVWR ≤26000, No MC
ENDORSEMENTS: None
RESTRICTIONS: 01-Must wear corrective lenses when driving



This license is issued as a license to
drive a motor vehicle; it does not
establish eligibility for employment,
voter registration, or public benefits.

12178

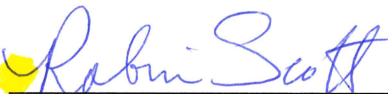
Rev 08/08/08

**CITY OF COALINGA
CITY COUNCIL DISTRICT RESIDENCY POLICY
AFFIDAVIT**

I, Robin Scott, declare under penalty of perjury that Adam Adkisson
resides at my primary residence located at 712 N. Monterey Street, Coalinga, California 93210,
and that I am responsible for all utilities at my primary address of 712 N. Monterey Street,
Coalinga, California 93210.

I, Robin Scott, certify under penalty of perjury under the laws of the State of California,
that the contents of this Affidavit, signed by me, and the statements thereof are true and correct, and I make
this Affidavit for no improper purpose.

Robin Scott
Print Name


Signature

District No. 1
Council District

January 5, 2023
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me **Shannon M. Jensen**, Notary Public, on this 5th day of January, 2023, by Robin Scott proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Shannon M. Jensen


**CITY OF COALINGA
CITY COUNCIL DISTRICT RESIDENCY POLICY
AFFIDAVIT**

I, Adam Adkisson, declare under penalty of perjury that 712 N. Monterey

Coalinga, California 93210 is my primary address, and I have resided, and continue to reside at this address and I am a lawful resident of this address as required by the City of Coalinga, City Council District Residency Policy, adopted by Resolution No. 3818, effective June 15, 2018 pertaining to the residency requirements for City of Coalinga Councilmembers and Council Candidates.

I certify under penalty of perjury under the laws of the State of California that the contents of this Affidavit, signed by me, and the statements thereof are true and correct, and I make this Affidavit for no improper purpose.

Adam Adkisson
Print Name


Signature

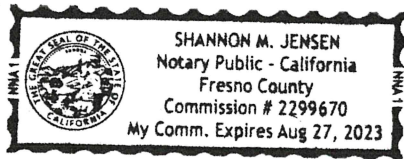
District No. 1
Council District

January 5, 2023
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me **Shannon M. Jensen**, Notary Public, on this 11th day of January, 2023, by Adam Adkisson proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Shannon M. Jensen