

Residential Lease **Agreement**

THIS RESIDENTIAL LEASE AGREEMENT dated this ____ day of _____, 2023

BETWEEN:

Name: County of Ventura
Address: 800 South Victoria Avenue, L#1600, Ventura CA 93009, CA
Telephone: _
Fax: N/A
Email: PWA.Leasepayments@ventura.org
("Landlord")

-AND-

Name: Ross Wollschlager
Address: 560 S. Todd Rd, Santa Paula 93060
Telephone: _
Fax: N/A
Email: _____
("Tenant")

IN CONSIDERATION OF Landlord leasing a certain premises to Tenant, Tenant leasing those premises from Landlord and the mutual benefits and obligations set forth in this Residential Lease Agreement ("Lease"), the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as **560 S. Todd Rd, Santa Paula 93060** ("Premises").
2. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence, without the express written permission of the Landlord.
3. Subject to the provisions of this Lease, apart from Tenant no other person will live in the Premises without the prior written consent of Landlord.
4. No guests of Tenant may occupy the Premises longer than seven consecutive nights or more than 14 days in a six-month period without the prior written consent of Landlord.
5. Tenant will not be permitted to have any animals or pets on the Premises without the prior written consent of Landlord.
6. Tenant's right to parking on the Premises and is included in the rent pursuant to section 13. Tenant shall carry Tenant's own vehicle insurance.

7. Landlord agrees to supply, and Tenant agrees to use and maintain in reasonable condition, normal wear and tear expected, the following personal property (if applicable) _____.
The condition of the Personal property will need to be documented by Landlord at the time the lease is entering into. [State condition of property]
8. Landlord retains full responsibility to ensure uninterrupted water to the Premises. Should there be an interruption for any reason, the Landlord agrees to provide potable water to the Premises.
9. Landlord agrees to remove the listing of the Premises from the MLS and any other real estate marketing platforms within one business day of signing the Lease.

Term

10. The term of the Lease is for a one -year period and commences on _____ and ends on _____.
If approved by the Court, and agreed upon by the Landlord and Tenant, the Lease will be renewed for subsequent one-year terms ("Term") until Landlord or Tenant, provides 30 days' written notice to terminate the Lease.
11. Tenant, upon approval by Liberty Healthcare of California, Inc., a California corporation ("LHC"), or Landlord may terminate this Lease at any time by giving written notice to the other party at least 30 days prior to the intended termination date.

Rent

13. Subject to the provisions of this Lease, the rent for the Premises is \$4000.00 per month which includes parking (collectively the "Rent").
14. LHC as a contractor to the California Department of State Hospitals for the California Sexually Violent Predator Conditional Release Program, will pay the Rent on behalf of Tenant on or before the fifth of each and every month of the term of this Lease to Landlord at or at such other place as Landlord may later designate.
15. Rent shall be paid by FedEx on or before the fifth of each calendar month to : _____ [insert Landlord address]

Security Deposit

16. LHC as a contractor to the California Department of State Hospitals for the California Sexually Violent Predator Conditional Release Program will pay Landlord, on behalf of Tenant, a security deposit of four thousand dollars (\$4,000.00) ("Security Deposit").
17. Landlord will return to LHC the Security Deposit at the end of this Lease, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the applicable laws of the State of California ("Law").
18. During the Term of this Lease or after its termination, Landlord may make deductions from the Security Deposit for any or all of the following caused by Tenant:
- repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - repainting required to repair the results of any other improper use or excessive damage;

- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns or water damage to linoleum, rugs and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by Tenant or by any person whom Tenant is responsible for; and
- g. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

19. Tenant may not use the Security Deposit as payment for the Rent.

20. Within 21 days after Tenant vacates the Premises, Landlord shall furnish LHC with an itemized statement indicating the amount of any security deposit received, and the basis for its disposition. The Landlord shall return any remaining portion of the Security Deposit to: LHC at **401 E. City Ave., Ste. 820, Bala Cynwyd, PA 19004** or at such other place as LHC may advise.

Quiet Enjoyment

21. Landlord covenants that upon payment of the Rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the Term.

Inspections

22. Tenant acknowledges that Tenant inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and livable condition. Should the conditions at the Premises change including access to the Premises, water, electricity, sewage, etc. Landlord will promptly make the necessary upgrades and repairs, at Landlord's expense unless there is clear evidence that Tenant contributed to the problem.

Utilities and Other Charges

23. Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: Tenant shall pay for [check as applicable]:

Electricity____

Propane____

Gas Heat____

Water____

Garbage collection ____

Telephone____

Cable ____

Internet ____

Sewage____

Grass cutting/landscaping____

Governing Law

24. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Conflict with Law and Severability

25. If there is a conflict between any provision of this Lease and the Law, the Law will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Law. Further, any provisions that are required by the Law are incorporated into this Lease.
26. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions.

Amendment of Lease

27. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

28. Tenant shall not assign this Lease or sublet the Premises.

Additional Provisions

29. In the event that Tenant is released by the Court from the California Conditional Release Program for Sexually Violent Predators, Tenant will provide Landlord 30 days' notice of termination of the Lease. If Tenant wants to remain in the Premises and Landlord agrees, Landlord and Tenant must enter into a new separate lease agreement, and Landlord will return the Security Deposit to LHC pursuant to this Lease.
30. **Tenant may not smoke inside or outside the Premises.**

Damage to Premises

31. If the Premises is damaged by fire or other insured casualty, the damage shall be repaired by Landlord, and until such repairs are completed, rent shall be abated in proportion to the part of the Premises which is unusable by Tenant. However, if the damage is due to the fault or neglect of Tenant, its agents, guests, invitees and the like, there shall be no abatement of rent. In addition, Landlord or Tenant may elect to terminate this Lease if the Premises is damaged by fire or other casualty or cause, if the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies.
32. Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture, furnishings, or personal items, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Tenant acknowledges that Tenant shall have no right to any proceeds of insurance carried by Landlord relating to property damage.
33. All damage caused by a third-party protestor or the gross negligence or willful misconduct of Landlord shall be the responsibility of Landlord.
34. Landlord shall procure and maintain at all times during the Term of this Lease, a policy or policies of insurance covering loss or damage to the Premises in the amount of the full replacement costs without deduction for depreciation thereof, providing protection against all perils included within the classification of fire and extended coverage, vandalism coverage and malicious mischief, sprinkler leakage, and water damage. Additionally, Landlord shall carry Commercial General Liability insurance (in amounts not less than \$1,000,000, per occurrence, and \$3,000,000 in the annual aggregate) and Property Damage Liability Insurance

and/or Excess Liability Coverage Insurance; and Landlord may carry (i) Earthquake and/or Flood Damage Insurance; and (ii) Rental Income Insurance; and (iii) any other forms of insurance Landlord may deem appropriate. Such insurance may be maintained through umbrella and excess liability policies.

Maintenance

- 35. Tenant will keep the Premises in good and sanitary condition during the term of this Lease and any renewal of this Lease.
- 36. Major maintenance and repair of the Premises (costing greater than \$100) involving anticipated or actual costs not due to the Tenant's misuse, waste, or neglect or that of Tenant's family, agent, or visitor, will be the responsibility of Landlord.

Care and Use of Premises

- 37. Tenant will promptly notify Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by Landlord. Tenant will keep the Premises reasonably clean.
- 38. Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 39. Tenant will not engage in any illegal trade or activity on or about the Premises.
- 40. Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 41. At the expiration of the Term, Tenant will quit and surrender the Premises in as good a state and condition as it was at the commencement of this Lease, except for reasonable use and wear.
- 42. Tenant shall make no alterations, installations, changes or additions in or to the Premises, without Landlord's written consent.

Hazardous Materials

- 43. Tenant will not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. In the event that gasoline or other fuel is necessary for lawn care equipment or approved barbecue equipment, Tenant will properly store the material according to manufacturers' guidelines and/or fire department regulations.

Rules and Regulations

- 44. Tenant will obey all rules and regulations posted by Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of Tenant in and around the building containing the Premises.

Lead Warning

- 45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint hazards in the dwelling. **Tenant must also receive a federally approved pamphlet on lead**

poisoning prevention.

Addresses for Notice

46. For any matter related to this tenancy, whether during or after this tenancy has been terminated:

- a. The address of Tenant is the Premises during this tenancy: 560 S. Todd Rd, Santa Paula 93060 and **401 E. CityAve., Ste. 820, Bala Cynwyd, PA 19004** after this tenancy is terminated.
- b. The address of the Landlord is: **800 South Victoria Avenue, L#1600, Ventura CA 93009, CA** both during this tenancy and after the Lease is terminated.

Landlord or Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

General Provisions

- 47. Any waiver by Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way Landlord's rights in respect of any subsequent default or breach.
- 48. Locks may not be added or changed without the prior written agreement of both Landlord and Tenant.
- 49. Tenant will be charged an additional amount of twenty-five dollars (\$25.00) for each N.S.F. check or check returned by Tenant's financial institution.
- 50. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 51. This Lease may be executed in counterparts.
- 52. This Lease will constitute the entire agreement between Landlord and Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
- 53. Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of Landlord's premises at the request of Tenant, either express or implied, whether for the purposes of visiting Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, Tenant is responsible for all members of Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

54. During the last thirty (30) days of this Lease, Landlord or Landlord's agents may display "For Sale" or "For Rent" or "Vacancy" signs on the Premises.

IN WITNESS WHEREOF [insert name of Landlord] and [insert name of Tenant] have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Witness:

Landlord

Witness:

Tenant

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, _____.

Tenant _____