

5. **LANDLORD SHALL NOT BE LIABLE:** Landlord shall not be liable for any damages or losses to Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, damage or claims of any type due to the actions of Tenant, its occupants, guests or other invitees resulting in damage to any person or property. Landlord shall not be liable for personal injury or damages or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) due to theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever, including the negligence of Landlord, whether occurring at the Premises, or within or about the exterior yard area located at the residence. Tenant shall secure renter's insurance to protect Tenant against liabilities and occurrences. Landlord will not be responsible to provide any services such as moving vehicles, handling furniture, cleaning, delivering packages, or any other services.
6. **DEFAULT BY TENANT:** Landlord may, upon written notice to Tenant, terminate this Agreement and Tenant's right to occupancy of the Premises if any one of the following conditions of default occur: (1) Tenant fails to pay rent or any other charges due under this Agreement within ten (10) days after the due date; (2) Tenant, or Tenant's occupants, guests or other invitees, violates any term or condition of this Agreement, Landlord's rules and regulations, the CC&Rs or applicable State and local laws and fails to cure the same within five (5) days after written notice thereof from Landlord (however in the event the same default occurs more than twice in any six month period, the third default may, at Landlord's election, be deemed a non-curable default); (3) Tenant abandons the Premises; (4) Tenant, or Tenant's occupants, guests or other invitees commits a crime at the Premises, or (5) Tenant, or Tenant's occupants, guests or other invitees threaten to assault or use abusive language against Landlord. Landlord shall have all remedies at law and in equity in the event of Tenant's default.
7. **ABANDONMENT:** Abandonment shall have occurred if, (1) without notifying the Landlord, Tenant is absent from the Premises for 15 days while rent is due and Tenant's possessions have not been removed from the Premises, or (2) without notifying the Landlord, Tenant is absent for 1 day while rent is due, and Tenant's possessions have been removed from the Premises.
8. **SECURITY NOT PROMISED:** Notwithstanding anything herein to the contrary, the Parties hereby expressly acknowledge that the Premises (including both the interior and the exterior yard area) do not include any security system and are not to be considered a secure building or area which would subject Landlord to any degree of care. Tenant shall be solely responsible for the safekeeping of Tenant's property, and Landlord shall have no liability in connection therewith.
9. **ILLEGAL ACTIVITY:** Tenant understands and agrees that this Agreement, and Tenant's occupancy rights, may be terminated immediately upon written notice, for any illegal activity conducted by Tenant, or by any occupant, guest or other invitee of Tenant whether or not such activity is cited by a police authority.