

**RESIDENT AGREES THAT** each of the terms of this Agreement and of the Tenancy Agreement Supplement and Landlord's Rules and Regulations, if any, constitutes a condition on Resident's right to possession of the premises. Any failure by Resident to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Resident's right to possession of the Premises and/or forfeit this Agreement, in any manner provided by law.

1. **TERM/BEGINNING DATE:** The Term of the tenancy and the beginning date are designated above. Thereafter the tenancy shall become a month-to-month tenancy on the same terms and conditions set forth in this Lease.
2. **RENT:** Resident shall pay to Landlord the monthly rent designated above in advance on or before the 1<sup>st</sup> day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a cashier's check or money order only. The rent for a partial month's period shall be prorated and paid on or before the next rental due date. A prorated amount is due in the sum of \$\_\_\_\_\_ for the period commencing \_\_\_\_\_ through \_\_\_\_\_. Make rent checks payable to the name of the apartment community and deliver to the manager.
3. **LATE CHARGE/RETURNED CHECKS:** Rent not received by Landlord on or before the date due shall be considered late. Should Resident fail to pay rent, or any portion thereof, when due, Resident shall pay to Landlord as additional rent, the late charge designated above. Landlord may, in its discretion, apply any subsequent payments by Resident first toward unpaid Late Charges, and then toward current rent. In the event the bank dishonors Resident's check, Resident shall pay a returned check charge designated above as additional rent. A late charge will be imposed if the returned check causes the rent to be late. In the event of a returned check, Landlord may require future payments to be in a form other than a personal check.
4. **SECURITY DEPOSIT:** Resident shall pay to Landlord the Security Deposit designated above to secure Resident's performance of the agreements contained herein. No part of this deposit is to be deemed rent for any rental month, nor shall it constitute a measure of Landlord's damages in the event of a default, nor is it to be used or refunded before the leased premises being permanently and totally vacated by all Residents. Landlord may withhold only that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to meet Landlord's re-rental standards, as provided by law. Landlord shall mail to Resident an itemized statement of the basis for, and the amount of, any of the security deposit retained by Landlord.
5. **UTILITIES:** Resident shall pay for all utilities and/or services supplied to the Premises, except as designated above.
6. **POSSESSION OF PREMISES:** In the event Landlord is unable to deliver possession of the premises to Resident for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Landlord shall not be liable to Resident except for the return of all sums previously paid to Landlord.

7. **OCCUPANCY:** The premises shall not be occupied by any person other than the Resident(s) designated above without the Landlord's written consent and at the rent per additional occupant designated above. No portion of the Premises shall be sublet nor shall this Agreement be assigned. The maximum occupancy permitted on the premises is governed by the terms of this Agreement. Guests may not stay more than 14 consecutive days in any six-month period without the prior written consent of Landlord.
8. **MINIMUM RESIDENCY:** The initial term of this Agreement shall be the period set forth above. In the event Resident's tenancy is terminated prior thereto either voluntarily by Resident, or by Landlord due to a breach of any term or condition by Resident, then Resident shall pay, in addition to all other rent and damages due, an Early Termination Fee in the amount of Fifteen Hundred Dollars (\$1,500.00). This amount is agreed to by Resident and Landlord due to the difficulty in determining the actual damages which would result from such early termination of this Agreement, and shall constitute liquidated damages allowable pursuant to California Civil Code Section 1671. Further, should Resident cause early termination of this Agreement, all incentives, such as move-in bonus and lease discount, will be charged back to the Resident.
9. **JOINT AND SEVERAL LIABILITY (CO-RESIDENT):** If more than one Resident enters into this Agreement ("Roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remain in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from the other Resident, no right to have another person substituted in their stead shall exist.
10. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furniture, furnishings, fixtures, appliances, equipment, windows, doors, hot and cold water supply, building grounds and appurtenances, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Upon termination of the tenancy, Resident shall return the Premises to Landlord in as good order, condition and repair as when received, ordinary wear and tear excluded, and free of all Resident's personal property, trash and debris. Burns, stains, holes, or tears, of any size or kind, in the carpeting, draperies or walls, countertops, multi-coat painting among other conditions, do not constitute reasonable wear and tear. Resident acknowledges that no representations as to the condition or repair of the Premises, nor as to the Landlord's intentions with respect to any improvement, alteration, or decoration, have been made to Resident, unless noted on Landlord's copy of this Rental Agreement.
11. **PETS, WATER-FILLED FURNITURE/ANTENNAS, AND/OR SATELLITE DISHES:** No animal, pet, antenna/satellite dish or water-filled furniture shall be kept on or about the premises without the prior written consent of the Landlord.
12. **INSPECTION/ENTRY:** Landlord or Landlord's agents shall have the right to enter the premises to make necessary or agreed repairs, alterations or improvements; exhibit the property to prospective residents; for purposes of performing inspections; when Resident has abandoned or surrendered the premises; in cases of emergency, and pursuant to court order or state law. Except in cases of emergency, Landlord shall give Resident reasonable notice of intent to enter. Such entry shall not be conditioned upon Resident's presence, and Resident agrees to indemnify and hold Landlord free and harmless for such entry.
13. **QUIET ENJOYMENT/COMPLIANCE WITH LAWS:** Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident. Resident shall ensure that their guests also comply with this provision.
14. **RULES AND REGULATIONS:** Resident, and all persons in or about the Premises with Resident's permission, shall comply with all Rules and Regulations made by Landlord, amended from time to time, and served upon Resident. Any such Rules and Regulations shall be deemed incorporated herein by reference. Landlord shall not be obligated to enforce such Rules and Regulations, or the terms of any other agreement, and Landlord shall not be held liable to Resident for any violation of such Rules and Regulations, or Agreement, by any other resident or person.
15. **CARE AND MAINTENANCE:** Resident agrees to keep the Premises clean, in good order and repair, and free of trash and unsightly material and to immediately notify Landlord, in writing, of any defects or dangerous conditions in or about the Premises, particularly any water penetration. Resident shall not alter or add to the Premises, nor paint or wallpaper any portion thereof. Resident shall reimburse Landlord for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. At Landlord's election, any such expense shall be deemed additional rent per rental month in which incurred, and Landlord may deduct such rent from Resident's Deposit.
16. **VEHICLES AND PARKING:** Landlord reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought

- onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, is operable and currently registered.
17. **PEST CONTROL:** Upon demand by Landlord, Resident shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. If Resident is required to vacate the Premises overnight, Landlord will reimburse Resident(s) \$30.00 per night per apartment. Resident is required to comply with all instructions, forthwith, of the fumigation company regarding the preparation of the premises at no expense to Landlord. Such preparation shall include, but not be limited to, the bagging and storage of food, perishables, and medicine.
18. **LIABILITY/DAMAGE RESPONSIBILITY:** Resident agrees to hold Landlord harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guests or invitees, or occurring on the premises rented for Resident's exclusive use. Resident expressly absolves Landlord from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other cause beyond the reasonable control of Landlord. This includes damage to Resident's or guests vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, Landlord shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Owner shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Resident's negligence. Resident is encouraged to carry a standard renter's policy or as an alternative, warrants that they will be financially responsible for losses not covered by Landlord's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation for damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of Landlord.
19. **SMOKE DETECTION DEVICE:** The Premises are equipped with a smoke detection device, and Resident acknowledges the smoke detector was tested and its operation explained by management, in the presence of Resident, at the time of initial occupancy, and the detector in the unit was working properly. Resident shall test the smoke detector at least once a week to determine if it is operating properly, and immediately inform Landlord, in writing, of any malfunction.
20. **NOTICE OF TERMINATION/CHANGE OF TERMS:** After the expiration of the initial term of this Lease, the tenancy may be terminated, subject to Resident's liability for unpaid rent, upon the expiration of 30 days following the service by one party on the other of a written notice setting forth the intention of such party to terminate the tenancy. Any condition of the tenancy shall be deemed changed upon the expiration of 30 days, following the service by Landlord to Resident of a written notice setting forth the change in such condition.
21. **DEFAULT:** In the event of a default by Resident, Landlord may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due; or (b) at any time terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative.
22. **WAIVER OF DEFAULT:** Landlord's failure to require strict compliance with the conditions of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default hereunder by Resident, shall not be deemed a waiver of such default, nor limit Landlord's rights with respect to that, or any subsequent, default.
23. **ARBITRATION OF PERSONAL INJURY DISPUTES.** Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the condition of the leased premises, or the apartment community shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for



arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrator's jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Landlord and Resident, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Landlord's rights in the event of Resident's breach or default under this agreement, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the State of California.

24. **ATTORNEYS' FEES/WAIVER OF JURY TRIAL:** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed \$500 to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, LANDLORD AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**
25. The California Department of Justice, sheriff's departments, police departments serving jurisdictions 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 pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and 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 individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **GENERAL.** Every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, and by signing this Agreement acknowledge receipt of a copy thereof.

LANDLORD:

RESIDENT:

Name \_\_\_\_\_

City \_\_\_\_\_

B. \_\_\_\_\_

(signature)

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