

**RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT/CLEANING RECEIPT
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RECEIVED FROM _____
Hereinafter referred to as TENANTS.

The sum of _____

Evidenced by Cashier's Check, as a rent, deposit/cleaning fee which, upon acceptance of this rental agreement, the OWNER/AGENT of the premises, hereinafter referred to as OWNER/AGENT, shall apply as follows:

Rent for the period from _____ **RECEIVED** **BALANCE DUE** _____

Rent _____

Deposit (NOT APPLICABLE TOWARDS
LAST MONTH'S RENT) _____

Cleaning (inside \$250/carpets \$250) _____

Total _____

Additional Terms _____

TENANT hereby offers to rent from the OWNER the premises situated in the city of _____ County of Los Angeles _____, State of California, described as _____ consisting of _____

_____ upon the following TERMS and CONDITIONS:

1. **TERMS:** The term hereof shall commence on _____, and continue until _____, for a total rent of \$ _____

_____ On a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.

2. **RENT:** Rent shall be _____ per month payable in advance due upon the _____ day of each calendar month to OWNER or his Authorized AGENT, at the following address:

MAKE CHECK PAYABLE TO: _____

MAIL TO: _____

Or at such other places as may be designated by OWNER/AGENT from time to time. In the event rent is not received within 3 days after due date, TENANT agrees to pay a late charge of **\$80.00** which must be paid at the time the rent is paid late. TENANT further agrees to pay **\$50.00** for each dishonored bank check which must be paid at the time the check is dishonored. The late charge period is not a grace period, and OWNER/AGENT is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1 ½% interest per month or the maximum rate allowed by law. All delinquent fees will be automatically deducted from TENANTS security deposit.

3. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the OWNER/AGENT and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement including and damages incurred. All TENANTS over the age of 18 agree to furnish OWNER with a copy of their Drivers License or State Identification Card before move-in.

4. **UTILITIES:** TENANT shall be responsible for the payment of all utilities and services. On homes that have a sprinkler system, they are in working order at time lease is entered into. It is the responsibility of the tenant to maintain the sprinkler system.

5. **USE:** The premises shall be used exclusively as a residence for no more than _____ persons. Guests staying more than a total of 10 days in a calendar year without written consent of OWNER/AGENT shall constitute a violation of this agreement. Rent shall be increased \$100.00 per month per person not on the lease.

6. **ANIMALS:** No more than _____ animal shall be brought on the premises without the prior consent of the OWNER/AGENT. An additional deposit may be required before consent is given for animals to be brought on the premises.

7. **HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, TENANT agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. No water filled furniture on the premises without prior written consent of the OWNER/AGENT.

INITIALS _____

INITIALS _____

INITIALS _____

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8. **ORDINANCES AND STATUES:** TENANT shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
9. **ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this agreement or sublet any portion of the premises without prior written consent of the OWNER/AGENT.
10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** TENANT acknowledges that the premises are in good order and repair, unless otherwise indicated in writing within 5 days after signing this agreement. TENANT shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. TENANT shall be responsible for damages caused by his negligence and that of his family or invitees and guest. TENANT shall pay for all damage to premises as a result of failure to report a problem in a timely manner. TENANT shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts of tree roots invading sewer lines. TENANT shall not paint, paper or otherwise redecorate or make alteration to the premises without the prior written consent of the OWNER/AGENT. TENANT shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds. If such grounds are a part of the premises and are exclusively for the use of the TENANT. TENANT shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any TENANT in the building.
11. **INVENTORY:** Any furnishings and equipment to be furnished by OWNER shall be set out in a special inventory. The inventory shall be signed by both TENANT and OWNER/AGENT concurrently with this Lease and shall be a part of this Lease.
12. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them tenable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as a result of the abuse or negligence of TENANT, or its invitees, then OWNER only shall have the right to termination. Should this right be exercised by either, OWNER or TENANT, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to TENANT. If this Lease is not terminated, then OWNER shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for TENANT'S occupancy. The proportionate reduction shall be based on the extent to which the making or repairs interferes with TENANT'S reasonable use of the premises.
13. **ENTRY AND INSPECTION:** OWNER/AGENT shall have the right to enter the premises: (a) In case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, TENANTS, workmen, or contractors; (c) when TENANT has abandoned or surrendered the premises; (d) to show property to prospective TENANTS. Except under (a), (c) and (d) entry may not be made other than during normal business hours, and not without less than 24 hours prior notice to TENANT.
14. **IMDEMNIFICATION:** OWNER/AGENT shall not be liable for any damage or injury to TENANT, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of OWNER, his AGENTS, or his employees. TENANT agrees to hold OWNER/AGENT harmless from any claims for damages, no matter how caused, except for injury or damages for which OWNER is legally responsible. TENANT/S is aware OWNER is not carrying insurance coverage for TENANTS personal belongings or property and TENANTS agree to purchase insurance coverage covering same.
15. **PHYSICAL POSSESSION:** If OWNER/AGENT is unable to deliver possession of the premises at the commencement hereof, OWNER/AGENT shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but TENANT shall not be liable for any rent until possession is delivered. TENANT may terminate this agreement if possession is not delivered within 3 days of the commencement of the term hereof.
16. **DEFAULT:** If TENANT shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the OWNER/AGENT, at their option, may terminate all rights of TENANT hereunder, unless TENANT, within said time, shall cure such default with certified funds such as a bank certified check or a bank money order. If TENANT abandons or vacates the property, while in default of the payment of rent, OWNER/AGENT may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the OWNER/AGENT reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of OWNER for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by TENANT, OWNER/AGENT 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 TENANT'S rights hereunder and recover from TENANT 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 suite be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the remaining term exceeds the amount of such rental loss which the TENANT proves could be reasonably avoided.
17. If TENANTS are in violation of the terms of the RENTAL/LEASE AGREEMENT, TENANTS agree to pay a \$100.00 fee for either a "THREE DAY NOTICE TO PAY RENT OR QUIT" or for a "NOTICE TO PERFORM CONDITIONS AND COVENANTS OR QUIT". If for any reason an Attorney must be retained by LANDLORD for the purpose of eviction or to pursue a "THREE DAY NOTICE," TENANT agrees to pay whatever fees are incurred by LANDLORD for Attorney. All fees will be automatically deducted from TENANTS security deposit if not included with monthly rent.

TENANT INITIALS _____

LANDLORD INITIALS _____

TENANT INITIALS _____

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18. **SECURITY/CLEANING:** The security/cleaning deposit set forth, if any, shall secure the performance of TENANT'S obligations hereunder. OWNER/AGENT may, but shall not be obligated to, apply all portions of said deposit or account of TENANT'S obligations hereunder. Any balance remaining upon termination shall be returned to TENANT. TENANT shall not have the right to apply the deposit in payment of the last month's rent. Carpets will be cleaned and home will be professionally cleaned from funds held as part of cleaning deposit upon TENANTS vacating. If after TENANTS vacates, cleaning deposit funds are found not to be adequate due to poor condition in which property was vacated, additional funds to clean may be deducted from any other part of deposit. The OWNER/AGENT at their sole discretion shall choose any and all vendors to be used in any cleaning of said premises, which is to be deducted from the cleaning fees.
19. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within twenty one days from date possession is delivered to OWNER or his Authorized AGENT, together with a statement showing any charges made against such deposits by OWNER/AGENT.
20. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
21. **WAIVER:** No failure of OWNER/AGENT to enforce any term hereof shall be deemed a waiver. The acceptance of rent by OWNER/AGENT shall not waive his right to enforce any term hereof.
22. **NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same certified mail, to TENANT at the premises or to the OWNER or AGENT at the address shown herein or at such other places as may be designated by the parties from time to time.
23. **HOLDING OVER:** Any holding over after expiration hereof, with the consent of OWNER/AGENT, shall be construed as a month-to-month tenancy in accordance with the term hereof, as applicable, until either party shall terminate the same by giving the other party THIRTY (30) days written notice, effective the first of the month, delivered by certified mail.
24. **TIME:** Time is of the essence in this agreement.
25. **VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.
26. **PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, personal property left inside or outside the premises shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.
27. **IF TENANTS purchase subject property at any time, Samuel J. Heller as AGENT will be entitled to a 6% commission of the total sales price as procuring agent.**
28. **ENVIRONMENTAL HAZARDS:** TENANT/TENANTS acknowledge receipt of "A Guide for LANDLORDS and TENANTS" handbook.
29. **CHILD CARE:** It is a misdemeanor to offer child care in your own home unless you are a licensed child care operator. The legislation for child care without a license is applicable to people who offer child care to even one family. The LANDLORD will not allow child care on the premises.
30. **SMOKING:** There is to be no smoking by either TENANTS or their guests on or in the premises. TENANTS agree to pay all expenses incurred to remove any odor from the premises.
31. No part of the property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.
32. No noxious or offensive activity shall be carried on or upon any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of neighbors.
33. **BREAKING OF LEASE:** If for any reason tenants breaks the lease, tenants will be responsible for an additional \$2000 management fee payable to Sam Heller. _____
Tenant initials
34. **ESTOPPEL:** Tenants if requested agree to complete an estoppel questionnaire indicating how many occupants reside in the rental, the rental amount and when the last rent increase occurred.
35. **MISREPRESENTATIONS:** Tenants are aware that any misrepresentations on the rental application constitute a non-curable breach of the lease agreement. If that is the case, tenants would be served a 3 day notice to quit and then with an eviction.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties execution hereof: _____

The undersigned TENANT hereby acknowledges receipt of a copy hereof:

TENANT: _____

TENANT: _____

LANDLORD: _____