

UNIVERSITY PARK HOUSING
A Licensed Real Estate Broker

Standard Month to Month* Rental Agreement/Lease
(*This Agreement contains a Minimum Tenancy Provision-Please read it)

This agreement entered into this _____ day of _____ 20____ by and between University Park Housing (Broker for Owner), hereinafter called "Landlord"; and,

hereinafter called "Tenant"; IN CONSIDERATION of the payment of rent and subject to the terms and conditions below, the Landlord rents to the Tenant, and the Tenant hires from the Landlord, for residential use only, the premises known as :

_____ Street, Unit _____, at Los Angeles, California, 90007, for the term of(A) _____ months,

commencing on the (B) _____ day of _____, 20____, at the rental sum of(C)\$ _____ per month each installment due and payable in advance on the TWENTY FIFTH day of the month for the following month, and each and every month during said term. Tenant shall be liable for all rent due for the remainder of the lease, for the period stated in Item "A", unless Tenant's tenancy is terminated by Tenant due to Landlord' default. This agreement may be cancelled by Landlord without fee or penalty anytime, with 90 days written notice to Tenant.

Prorating of the first month's rental is adjusted, in the amount of \$ _____. Thereafter, the entire amount of rent in Item "C" must be PAID IN FULL on or before the due date. In the event any sum is not received by the FIRST BUISINESS DAY of the month following the due date, Tenant agrees to pay Landlord a late fee in the amount of TEN PERCENT of Item "C" or \$ _____. In the event any check offered by Tenant for payment of any amounts relating to this agreement is returned for lack of sufficient funds or a closed or nonexistent account, Tenant shall pay to Landlord a check-return charge in the amount of \$ _____, in addition to the Late Fee stipulated herein. Late fee and Return check charges may be deemed additional rent for such rental month and Landlord may deduct such charge from Tenant's Security Deposit. Any claim by Tenant for a refund of the Security Deposit shall be deemed compensated to the extent of any deduction of such charge.

Additional sums as described, are assessed and agreed to by Tenant as follows:

(D) Refundable Security Deposit _____, (E) Refundable Key Deposit _____, (F) Refundable Cleaning Deposit _____

Without Landlord's written consent, the Premises shall be occupied by only the _____ undersigned renter(s) or occupant(s). Should Tenant violate this stipulation Landlord may assess \$400.00 per month as "Additional Tenant Rent", and/or demand immediate removal of additional occupant. Should Tenant fail to perform removal, Eviction will be commenced. No portion of the Premises shall be sublet nor this agreement assigned without Landlord's permission.

Parking, if available, requires a separate license agreement and is provided at the monthly rate of \$ _____. NO FULL SIZE TRUCK OR SUV will be granted a license to park on the Premises. Tenant shall use such space exclusively for parking of operable passenger automobiles, not for the washing or repair of such vehicles. Tenant shall not park, nor allow any other person, in or about the Premises to park in any other space, in the parking area of the Premises. Tenant shall not assign or sublet any parking or storage space. At Landlord's option the fee for parking may be deemed "Additional Rent" thereby increasing the monthly rental sum stated above. This action by Landlord may subject Tenant to additional fees based on penalties for late rent payments.

The Landlord agrees to Provide the following Utilities: _____.
The Landlord's charitable organization is THE SALVATION ARMY.

TENANT AGREES THAT each of the terms of this Agreement and any attached addendums constitutes a condition on Tenant's right to possession of the Premises. Any failure by Tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Tenant's right to possession of the Premises and/or forfeit this Agreement, in any manner provided by law.

FURTHER, TENANT AGREES THAT:

- 1. SECURITY DEPOSIT: Tenant shall pay to Landlord the Total Deposit designated in Item "D" to secure Tenant's compliance with all of the conditions of this Agreement and Landlord's Rules and Regulations, if any. No portion of the Deposit shall be deemed rent for any rental month unless so specified or unless Landlord so elects, nor shall it constitute a measure of Landlord's damages in the event of a default. Tenant shall not be entitled to any interest on the Deposit. Any deductions made from the Deposit by Landlord, other than for Rent or for cleaning the Premises, shall be for repair of damages to the Premises, which shall include damages to the common areas thereof. If the Deposit is insufficient for such purposes, Landlord may proceed with collection of the deficiency from Tenant. Within 21 days (post-marked) after the Tenant vacates the Premises, the Deposit shall be returned to the Tenant less the amount necessary to compensate Landlord for cleaning and repair of damages over normal wear and tear, unpaid rent, late charges, or any other charges in accordance with this agreement, itemized and enclosed therewith. Refer to Civil Code Section 1950.5 for additional information.
- 2. INSURANCE: Landlord shall not insure Tenant or Tenant's guests for any personal injury or property damage including that caused by the act or omission of any other tenant or third party, or by any criminal act or activity, war, riot, Insurrection, fire, or act of God; including but not limited to water damage power failure or earthquake. Tenant shall obtain and pay for any Insurance coverage that Tenant deems necessary to protect Tenant from any loss or expense that may be caused by such person or events.
- 3. PHYSICAL LIABILITY: Absent intentional acts or gross negligence, Tenant, their guests and/or licensees, shall not hold Landlord liable for damages to person or property from any source whatever, but instead, shall seek recompense only from their respective insurance carriers, or from others who may be involved. Tenant and Tenants' insurer shall indemnify and hold Landlord free and harmless from any such claims by Tenant, their guests and/or licensees.
- 4. GOOD CONDITION RECEIPT: Unless written notice to the contrary is delivered to Landlord within seven days of occupancy, it is hereby confirmed that Tenant has inspected the Premises, and equipment or appliances, and have found the same to be satisfactory. All plumbing, heating and electrical are operative & window screens and blinds are in good condition.
- 5. INSPECTION/ENTRY: Landlord may enter and inspect the Premises during business hours and upon reasonable advance notice to Tenant with or without Tenant's presence, for any lawful purpose. Landlord may enter the premises without advance notice in the event of emergency. Tenant shall not add or change any lock, locking device, bolt or latch on the Premises and Tenant acknowledges that Landlord is entitled to a key to the Premises and may use the same for entry, as provided herein.

INITIALS: _____
Landlord

Tenant Tenant Tenant Tenant Tenant Tenant

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6. **MAINTENANCE AND REPAIR:** Tenant shall: (1) keep the Premises in a clean and sanitary condition; (2) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (4) not permit any person, in or about the premises with Tenant's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor himself do any such thing; (5) occupy and use the premises in the manner in which they were designated and intended to be occupied and used. Included but not limited to use of roof, crawl spaces, parking spaces, storage spaces, etc. Tenant shall be liable for the expense of any repair caused by Tenant's failure to comply with these conditions. At Landlord's election, any such expense shall be deemed additional rent per rental month in which it occurred, and Landlord may deduct such rent from Tenant's Deposit. Tenant shall not alter or add to the Premises, nor paint or wallpaper any portion thereof.

7. **FUMIGATION:** In the event that the Landlord must vacate the Premises for pests or vermin removal purposes, Tenant agrees to temporarily vacate the premises, as requested, for that period necessary to complete the fumigation upon reasonable written notice. Tenant agrees to comply with all instructions and requirements of the fumigation company in regard to the preparation of the Premises at no expense to the Landlord. Such preparation shall include but not be limited to the bagging of food and other perishables.

8. **COMPLIANCE WITH LAWS:** Tenant shall not violate any law, nor commit or permit any waste or nuisance in or about the Premises, nor in any way annoy any other Tenants of the Real Property on which the Premises are located, nor operate any business in or on the Premises, nor do or keep anything in or about the Premises or real property that will obstruct the public spaces available to other tenants.

9. **PETS:** Tenant shall not bring, keep or maintain any pet on the Real Property on which the Premises are located. Tenant shall immediately forfeit any claim to Refund of Security Deposit as damages for such action.

10. **WATER BED:** Water filled furniture will only be accepted upon proof of \$100,000 water furniture Insurance. Should Landlord determine such furniture would compromise the physical structure of the Premises, Landlord may deny Tenant's installation of the same.

11. **HOUSE RULES:** Tenant shall not permit waste of the subject property, nor permit nuisance, annoy, molest, or interfere with any other tenant or neighbor. Tenant shall obey and comply with all house rules as stipulated in "House Rules" attached hereto and incorporated into this Agreement thereby.

TERMINATION OF AGREEMENT:

12. **EXPIRATION OF LEASE:** In the event Tenant intends to vacate the Premises upon expiration of the term, Tenant must give the Landlord at least thirty (30) days written notice of such intention, otherwise,

_____ Tenancy shall automatically become a month-to-month tenancy upon the same terms and conditions expressed herein.

_____ Tenant must enter into a new lease agreement for a minimum of _____ months from the expiration of this agreement, in order to avoid legal action by Landlord to evict Tenant.

Landlord shall give at least thirty (30) days notice that Landlord will not allow Tenants to remain in possession on a month -to-month basis upon the expiration of this term, after which Tenant must vacate Premises, or comply with the terms of this Agreement in order to avoid legal action by Landlord to evict Tenant. Upon written thirty (30) day notice to vacate from Tenant, at Landlord's option fifty percent (50%) of the Deposit in Item "D", less any deductions may be used towards last month's rent.

13. **DEFAULT:** The premises, and all of Tenant's personal property located therein or stored on Landlord's real property, shall be deemed surrendered to Landlord by Tenant if: (1) after a default by Tenant in the payment of any rent for 14 consecutive days, and (2) after the expiration of 3 days from the service on Tenant of a notice to pay rent or quit, which notice may be served at any time during said 14-day period, and then (3) after the expiration of an additional 18 days after the mailing to Tenant by regular mail of a written notice stating Landlord's intentions as set forth below, Tenant appears to have vacated the Premises and neither cures said default nor advises Landlord in writing of his intent to remain in possession and of an address where Tenant may be served with a an unlawful detainer action complaint by certified mail. Upon such surrender, Landlord may reenter and retake possession of the Premises and store Tenant's personal property for a period of 30 days. If Tenant fails to pickup said personal property, which Landlord will turn-over to Tenant cost free during said period, Landlord may deliver Tenant's personal property to that Charitable Organization above. If such organization refuses to accept any or all of such personal property, Landlord is designated as Tenant's agent to dispose of any and all of such personal property in any manner that Landlord, at it's sole discretion, deems appropriate.

14. **DEFAULT OF ITEM "A":** In the event the Tenant breaches the Lease and abandons the property before the end of the term, or if Tenant's right to possession is terminated by Landlord because of a breach of this Agreement, Landlord may recover the amounts set forth in Paragraph 1951.2 of the Civil Code, including the worth at the time of judgment or award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided.

15. **ATTORNEY FEES:** If any legal action be brought against the Tenant in the form of unlawful detainer, Landlord shall in addition to all other relief, recover reasonable costs, including attorney's fees, whether or not the action proceeds to judgment.

CONCLUSIONS:

16. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representations or agreement that may have been made by either party. Landlord, however, reserves the right and Tenants extend the right to Landlord, to make reasonable rules and regulations in addition to the present covenants and rules which, in the Landlord's judgment, may become necessary. Further, Tenant represents that he has relied solely on his own judgment, experience and expertise, in entering into this Agreement with Landlord.

17. **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 Tenant, shall not be deemed a waiver of such default, nor limit Landlord's rights with respect to that; or any subsequent default.

18. **ADDITIONS:** All additions and all pages attached hereto and signed by the Landlord which may contain the apartment inventory, credit information, house rules, parking agreements, and any other documentation referring to the Property in this agreement form an integral part of this Agreement, and upon signing, the Tenant endorses the fact that they have read the Agreement in it's entirety and have received a copy thereof.

19. **RESPONSIBLE TENANTS:** Each co-tenant named herein is jointly and separately responsible for all the terms and conditions of this rental agreement, including but not limited to payment of rent, deposits and damages whether or not co-tenant's signature appears on this contract.

INITIALS: _____
Landlord

Tenant Tenant Tenant Tenant Tenant Tenant

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20.OTHER:

21. Tenant is hereby instructed to make all checks payable to _____.

HOUSE RULES AND REGULATIONS

YOUR APARTMENT IS YOUR HOME AND THE BUILDING OR COURT YARD IS THE COMMUNITY YOU SHARE WITH OTHER RESIDENTS. THESE RULES ARE NOT INTENDED TO BE RESTRICTIVE, BUT ARE DESIGNED TO HELP CREATE A BETTER, MORE PLEASANT AND SAFER PLACE TO LIVE. A FRIENDLY COOPERATIVE ATTITUDE WILL BE TO THE BENEFIT OF ALL, AND THE MANAGEMENT SOLICITS YOUR HELP IN ATTAINING THESE GOALS!

- A) Residents are responsible for the conduct of their guests and the adherence to these rules at all times. Residents and guests must be orderly, and intoxication, disorderly conduct, objectionable language or other disturbance by Residents or visitors shall be cause for eviction. To whit: Any Resident who is not of normal good living habits, who drinks to access, or commits a nuisance as defined by State law will be subject to eviction. No BBQ’S allowed at any time.
- B) No trash or other material may be accumulated which will create a hazard or be in violation of any health, fire, or safety ordinance or regulation. Common areas and lawns are not for tenant use. Apartment must be kept clean and sanitary and free from objectionable odors. Should Landlord be required to remedy any violation of this item, Landlord shall be entitled to a reasonable fee for the same.
- C) No rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
- D) No personal belongings, including bicycles, play equipment or other items may be placed in halls, stairways or about the building except in storage areas where allowed.
- E) Instructions for operating all appliances are in the apartment or available from the manager. These conveniences, including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations. To whit: Chicken bones, pasta or rice, celery, metal vegetable ties, coins, tooth picks or match sticks should not be placed in garbage disposal. Washer and dryer operating instructions are posted in the laundry room. Be certain you understand them.
- F) Cost of repair to or stoppage of waste pipes or drains, water pipes, plumbing fixtures or overflow there from, caused by negligent or improper usage or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the resident within three days of service of notice of charge.
- G) Tenant shall not re-decorate premises by changing paint color, adding dry bar or other built in furniture, changing light fixtures, adding ceiling fan, adding window air conditioner units, removing existing doors, built in cabinetry, or shelves.

Each of the undersigned Occupants have read this agreement in it’s entirety, have been given any explanations requested by Tenant of the Undersigned Agent/Manager, and agree to all of the terms as stated herein.

AGENT / MANAGER	date	TENANT	date	TENANT	date
		TENANT	date	TENANT	date
		TENANT	date	TENANT	date

Received from _____ Date _____

Amount _____ \$ _____

Apt. Deposit _____

Key Deposit _____

Cleaning Deposit _____

Received by: _____

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RENTAL AGREEMENT/LEASE
SUMMARY PAGE

_____ Rents paid after the FIRST BUSINESS DAY OF THE MONTH must include a 10% penalty based on Item (B), and at Landlord's option a 10% penalty for parking charges added to the monthly rent in Item (B).

_____ **ALL RENT CHECKS MUST BE MADE PAYABLE TO _____.**

_____ Tenant may mail rent payments to: UNIVERSITY PARK HOUSING
RENTAL OFFICE
2637 ELLENDALE PL. Suite 100
LOS ANGELES, CA 90007

However, payment must be received by the FIRST BUSINESS DAY OF THE MONTH. Use of US MAIL SERVICE is at Tenant's risk and may result in late fee penalties. NO OVERNIGHT DELIVERY ACCEPTED BY MANAGEMENT!!

_____ All occupants declared in the Rental Agreement are jointly and severally responsible to Landlord for the total amount rent for the entire MINIMUM TENANCY in Item (A).

_____ Tenant is responsible for payment of ENTIRE AMOUNT DUE for FIRST MONTH'S RENT on the BEGINNING DAY OF THE CONTRACT. Failure to make payment in full by the BEGINNING DAY OF THE CONTRACT, will result a 10% LATE FEE.

_____ Should occupants not correctly calculate the total monthly rent when issuing separate rent checks, at Landlord's option, One check may be demanded. This option may be exercised after the second month wherein Tenant fails to make the correct payment amount.

_____ "ADDITIONAL TENANT RENT" penalty in the amount of \$300.00 per person, per month may be assessed by Landlord should tenant allow additional occupants to "Overnight Visit" in excess of the reasonable definition of "Visitor". "Visitor" is hereby described as a person not named as an Occupant on the Rental Agreement that from time to time may "Overnight Visit" no more than one night per week. Notify Residence Manager prior to arrival of a "one-time" guests staying in excess of this stipulation for Landlord's approval.

_____ Should Tenant violate any item of the "HOUSE RULES" on a consistent basis, thereby causing a nuisance to other tenants, or damage to the Premises, or causing Landlord to incur expense to make repairs to the Premises, or cause Landlord to institute action to remedy the adverse result of Tenant's violation, Tenant will be notified by written "3-day Notice to Perform or Quit" to cease the violation. Such notice may included a Maximum fine of \$100.00 per written notification of Violation issued to Tenant.

_____ Should Tenant discard Cigarette Butts, Chewing gum, Trash, Garbage, or any other unsanitary matter, in any common area thereby causing Landlord to employ additional cleaning services, at Landlord's option Tenant shall be assessed the Maximum fine described above per occurrence.

_____ **NO BBQ'S ALLOWED!!! MANAGEMENT WILL IMMEDIATELY REMOVE AND DISPOSE OF ANY BBQ FOUND ON THE PREMISES. EXTREME FIRE HAZARD!!!!**

_____ **CONSUMPTION OF ALCOHOL IS NOT ALLOWED IN ANY COMMON AREA OF THE PREMISES, AT ANY TIME!!**

_____ Damages to the apartment unit including all holes, tears, stains, and odors of any size or amount in the carpets, ceilings, window treatments, walls, fixtures, and/or any part of the premises DO NOT CONSTITUTE "REASONABLE WEAR AND TEAR" as described in standard Landlord Tenant Law.

_____ **NO FULL SIZE TRUCKS OR SPORTS UTILITY VEHICLES** will be allowed to park on the premises at any time. Landlord reserves the right to refuse Parking License, or to cancel any Parking License at any time. Tenant's vehicle must not exceed available parking space length and cannot encroach on any other space without full payment for use of additional space.

_____ **ILLEGAL PARKING ON THE PREMISES WILL RESULT IN:**

\$30.00 Parking Charge per day/per occurrence

IMMEDIATE TOWING OF VEHICLE

POSSIBLE REVOKING OF PARKING LICENSE

_____ Upon demand by Landlord, Tenant may be required to clear balconies of clutter, dead plants, or any other materials that detract from the esthetic appearance of the Premises.

_____ BICYCLES may be stored in designated areas only, Non-op bicycles, or bicycles stored in non-permitted common areas will be sited and removed and disposed of after 72 hours from citation.

ADDITIONAL SERVICES / CHARGES:

- _____ Landlord shall provide ONE working phone jack per apartment unit. ALL SUBSEQUENT phone numbers installed in the unit requiring "INSIDE WIRING" shall be at Tenant's expense. Management will provide "INSIDE WIRING" at \$40.00 for the first outlet of any subsequent number and \$10.00 per additional outlet for any existing number. This amount paid at the time of service.
- _____ Should Tenant require repeated service calls for the same problem caused by Tenant, and by no fault of Landlord, at Landlord's option Tenant may be charged a reasonable amount for such services. Landlord may require tenant to contract an outside contractor and pay for such excessive service calls.
- _____ Tenant shall provide written notice to Landlord of any deficiencies discovered in the apartment unit within the first SEVEN DAYS of occupancy. This includes WINDOW SCREENS. Should Landlord discover damaged screens, (usually damaged in an effort to enter unit due to accidental lock-out), Tenant will be notified and must replace screen within THREE DAYS, or Landlord may make repairs at Tenant's expense.

YOUR RESIDENCE MANAGER IS _____.

Contact by phone for non-emergency maintenance at: _____ or leave note in Manager's box.

- _____ RESIDENCE MANAGER does not have authority to add or remove any portion of this agreement at any time throughout the term of the agreement. Should you wish to alter the terms of this agreement, and enter into negotiations with the RESIDENCE MANAGER to resolve the matter, TAKE NOTICE: NO CHANGE IN TERMS WILL OCCUR without written approval from the GENERAL MANAGER, agent for the OWNER. GENERAL MANGAGER may require tenant to prepare and submit the terms in writing for approval. Simply submitting a request does not constitute acceptance of the terms proposed. It is your responsibility to obtain the written approval from the GENERAL MANAGER. KEEP A COPY!!!!
- _____ ".....but, I told the RESIDENCE MANAGER, and the RESIDENCE MANAGER SAID.....", is not sufficient action on your part to resolve any disputed matter regarding your tenancy..
- _____ YOUR GENERAL MANAGER IS LARRY MUELLER. CONTACT: (213) 924-4334 (cell)

THE TERMS HEREIN ARE AN ADDENDUM TO THE RENTAL AGREEMENT BETWEEN THE PARTIES DATED THE SAME DATE.

Any and/or all signatures below, declares that management has clearly set forth the afore mentioned information in a PERSONAL INTERVIEW, and Tenant understands and agrees to abide by the terms herein.

TENANT

TENANT

TENANT

TENANT

MANAGEMENT

DATE