

RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent:	<u>ANITA YOUNG</u>
Tenant(s)/Lessee:	<u>STEPHEN WATSON</u>
Tenant(s)/Lessee:	<u>2 adults 2 children</u>
Apartment Address:	<u>1133 S. HAYWORTH Avenue</u>
City:	<u>Los Angeles 90035</u>

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent (to the left) shall be referred to as "OWNER" and Tenant(s)/Lessee(s) (to the left) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed to the left.

1. TERMS: RESIDENT agrees to pay in advance \$ 2600 per month on the 1st day of each month.

This agreement shall commence on September 1, 2010 and continue: (check one)

- A. Until August 31, 2011 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the apartment is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever period is shorter.
- B. A month-to-month tenancy, that may be terminated by either party. The OWNER giving 60-day written notice to move (for more than 1 year tenancy), or a 30-day written notice to move (for less than 1 year tenancy) and the RESIDENT giving 30-day written notice of intent to terminate tenancy.

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's ~~LAST~~

rent of: \$ 5200, and a Security Deposit of \$ 1000, for a total payment of \$ 6200. All payments are to be made payable to: ANITA
YOUNG and delivered to 1135 S. HAYWORTH Ave 90035 California,

Telephone Number 323 939-1946 who is usually available on the following days: 310 867-4466 during the following hours:

3. LATE CHARGE: A late fee of \$ 100, said amount not to exceed 6% of the monthly rent, shall be added to any payment of rent not made before 2 day(s) after the due date or for which a deficient (bounced) check shall have been given.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except WATER.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period maybe extended by local Rent Control Laws): _____.

RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may posses a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ _____ shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT is hereby assigned parking space # _____. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space. Resident is assigned storage space # _____ located _____.

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property; trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.



RENTER'S ACKNOWLEDGEMENT (Initial)

(SA) RENTER's initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS:** PARKING consists of two (2) outdoor parking spaces in the rear of the building.

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house and all notices to OWNER / AUTHORIZED PERSON shall be served to:

Person Authorized To Manage Property:

Name ANITA YOUNG Address 1135 S. Hayworth Avenue, Los Angeles, CA 90035
Phone Number 310 867 4466

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name MARC YOUNG Address 1135 S. Hayworth Avenue, Los Angeles, CA 90035
Phone Number 310 770 8809

Person or Entity Authorized to Receive Payment of Rent:

Name ANITA & MARC YOUNG Address 1135 S. Hayworth Avenue, Los Angeles, CA 90035
Phone Number 310 867 4466 310 770 8809

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: Stove, refrigerator, washer, dryer

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

House Rules
 Laundry Rules
 Mailbox Keys

Pet Agreement
 Pool Rules
 Apartment Keys

Garage Door Opener
Other: _____

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." *(SA)* RESIDENT'S initials), OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

RESIDENT'S initials (on left) hereby acknowledge that this Agreement was translated and interpreted in their foreign language of: _____.

Printed Name of Interpreter

Signature of Interpreter

Date

Stephen J. Water 8/28/10

Owner/Agent

Date

Resident

Date

Owner/Agent

Date

Resident

Date

Owner/Agent

Date

Resident

Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



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* San Fernando Valley (818) 988-9200 • Los Angeles (323) 937-8811 • Long Beach (562) 597-2422 • Garden Grove (714) 539-6000 • San Diego (619) 280-7007 • Northern California (510) 769-7521

ENTER/EXIT CHECKLIST

For the premises located at: 1133 S. HAYWORTH AV

Apt. # _____

in the city of LOS ANGELES CALIF 90035

, CA. _____

MOVING IN

MOVING OUT

<u>HARD WOOD FLOOR</u>	LIVING ROOM Floor & Floor Covering Drapes (if any) Walls & Ceilings Furniture (if any) Light Fixtures Windows, Screens & Doors Other
<u>ALL IN GOOD CONDITION</u> <u>NONE</u>	
<u>LIGHT FIXTURES</u>	KITCHEN Floor covering Stove and Refrigerator Light Fixtures
<u>WINDOW COVERS, SCREENS + DOOR</u>	Windows, Screens and Doors Sink and Plumbing Cupboards
<u>TILE</u>	DINING ROOM Floor & Floor Covering Drapes (if any) Walls and Ceilings Light Fixtures
<u>STOVE AND REFRIGERATOR</u>	Windows, Screens & Doors
<u>LIGHT FIXTURE</u>	
<u>WINDOWS SCREEN AND DOOR</u>	Sink and Plumbing
<u>SINK AND PLUMBING</u>	Cupboards
<u>CUP BOARDS</u>	
<u>HARD WOOD FLOOR</u>	BATHROOM(S) Toilets(s) Sink(s) Shower(s)
<u>DRAPES</u>	Floor, Wall, Ceiling Light Fixtures
<u>WALLS + CEILINGS</u>	Windows, Screens & Doors
<u>ANTONE LIGHT FIXTURE</u>	
<u>WINDOWS SCREENS + DOORS</u> <u>& BATH ROOMS</u>	
<u>TOILETS</u>	BEDROOM(S) Floors & Floor Covering
<u>SINKS</u>	Walls and Ceilings
<u>I SHOWER</u>	Furniture (if any)
<u>TILE, WALL, CEILING</u>	Light Fixtures
<u>LIGH FIXTURES</u>	Windows, Screens & Doors
<u>WINDOWS SCREENS + DOORS</u>	
<u>HARD WOOD FLOORS</u>	OTHER AREAS Floors & Floor Coverings
<u>WALLS + CEILINGS</u>	Walls and Ceilings
<u>NONE</u>	Furnace
<u>LIGHT FIXTURE</u>	Air Conditioning (if any)
<u>WINDOWS, SCREEN + DOORS</u>	Lawn, Ground Covering
<u>LAUNDRY ROOM, TIE + CURTAINS</u>	Patio, Terrace, Deck, etc.
<u>WASHER + DRIER, WALLS+CEILINGS</u>	
<u>FURNACE, BASEMAN</u>	Other
<u>NONE</u>	
<u>LAWN, GROUND COVERING</u>	
<u>2 PACKINGS IN BACK YARD</u>	

Approved on _____

Landlord _____

Anita Young

Tenant _____

Approved on _____

Landlord _____

Tenant _____

