

## RENTAL AGREEMENT AND LEASE

The Rental Lease Agreement ("Lease") is made and entered as of the date written below by **Stuho** ("Manager") and **Cardinal Group Management LLC** ("Agent of Manager"), as agents for **Shrine Collection, LLC** LLC ("Master Resident Landlord"), (both Manager and Master Resident Landlord collectively, hereinafter referred to as "Landlord") and the undersigned resident(s) **Jadon C Leung** (each hereafter referred to as "Resident") at **Shrine Collection by Stuho**, located at **3030 Shrine Place, in Los Angeles, CA 90007** ("Management Office"). The members, managers, partners, officers, principals, directors, agents, employees, and contractors of the Landlord shall hereinafter be referred to as the "Landlord Parties".

### 1. SUMMARY OF LEASE TERM, FEES AND INSTALLMENTS.

**Lease Term:** **Start Date:** 01/01/2025, 10:00AM      **End Date:** 07/31/2025, 12:00PM

The Lease Term is finite, as defined by the Start and End dates, and does not automatically renew or revert to a month to month status at the end of Lease Term. Unless the Resident enters into a new lease of the Apartment prior to the End Date, or notifies Landlord of their intent to renew the lease term , in writing, by October 14, 2024, Resident must vacate the Apartment by the date and time specified above.

**Lease Type (check one):** N/A Joint and Several OR X individual  
If neither box is checked, the lease type shall be Joint and Several.

**IF THIS IS A JOINT AND SEVERAL LEASE.** Each person executing this Lease and/or a Guarantee Agreement is fully and personally liable and obligated for promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent and other amounts. In the event of default, Landlord may enforce its rights under this Lease against each person or guarantor individually, or against all the persons, at Landlord's sole discretion.

#### Unit Type Leased

Unit #*	Floor Plan	Furnished/Unfurnished
TBA- Bedspace	2BR/2BA - Habitat Soozee	FURNISHED

\* Unless renewing the same unit, the Unit # will not be assigned at lease signing.

#### Rent and Other Recurring Monthly Fees:

Move-In Charges	
Description	Amount
Application Fee	\$80.00
Security Deposit	\$\$500.00
PPA	If applicable, refer to Prepaid Rent Addendum
<b>DUE PRIOR TO MOVE-IN:</b>	<b>\$500.00</b>

Recurring Charges	
Description	Amount
Rent	\$1,213.00
Code Enforcement	\$2.83
Concession - Recurring	-\$463.00
Master Policy Premium Dues	\$15.00
<b>TOTAL RECURRING INSTALLMENT ("Rent")</b>	<b>\$\$767.83</b>

**Rent**, or the Total Recurring Installment amount does not include utility usage charges if utility usage is billed to the Resident in arrears. Please refer to Section 10 - Utilities for the specific usage and billing terms for Shrine Collection by Stuho, as prescribed in the Lease.

#### RECURRING INSTALLMENT SCHEDULE:

**Base Rent for Lease Term:** Payment in 7 equal installments of \$767.83 due on the 1<sup>st</sup> of each month, with the first payment due on 12/1/2024 and the final payment due on July 1, 2025 with the sum of all payments due equaling \$5,374.81. Tenant agrees to pay the total Base Rent due under the lease in twelve equal installments, with the first month's rent due thirty (30) days in advance of the Lease Term Start Date. The

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installment amount due is based on the total Base Rent is not calculated, or prorated, based on the Tenant's move in date.

The total rent due will not be pro-rated according to the date the resident takes possession of the unit or the date the resident surrenders the unit.

**AGREEMENT:** RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

2. **DESCRIPTION OF PREMISES.** The Landlord hereby leases to Resident and Resident hereby leases from Landlord the Premises, which is an apartment in the Property, described herein and in Section 1. Summary of Lease Term, Fees & Installments. "**Apartment or Unit**" means the apartment unit and bedroom identified by Landlord at or prior to the beginning of the Lease Term. "**Premises**" means the shared use and occupancy of the apartment's common areas, bedrooms, bathrooms, and other areas in the apartment unit so identified subject to the terms and conditions of this Lease. The Resident also enjoys the nonexclusive use of certain common areas located throughout the Property, subject to the terms and conditions of this Lease and the Property's Rules and Regulations, as Exhibit A - Resident Handbook: Rules and Regulations.
3. **TERM.** The Premises are to be used and occupied by Resident as a residence, for the period described in the Summary of Lease Term, Fees & Installments subject to adjustment pursuant to Section 1 (the "**Lease Term**"). It is expressly understood that this Lease is for the entire Term whether or not the Resident is able to continue occupying the Premises. Accordingly, Resident's obligation to pay the Rent hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.
4. **RENT.** Resident shall pay the Landlord the sum of the Rent. "**Rent**" means the total rent due for the Premises, the amount which is listed in Section 1. Summary of Lease Term, Fees & Installments, "**Total Recurring Installment**", as well as any fees, fines, additional rent or other levies due under this Lease, without offset or deduction. Rent shall be paid pursuant to the terms and conditions contained herein and in the Summary of Lease Term, Fees & Installments. Rent shall be paid to the Property's office at the address listed in Summary of Lease Term, Fees & Installments, or at such other address provided to Resident by Landlord by written notice (the "**Management Office**").

Rent is due in the Management Office prior to close of business on the first day of the month listed in the Recurring Installment Schedule in Section 1 of the Lease, below.

5. **SECURITY DEPOSIT AND TERMS.** As a condition to the effectiveness of this Lease, Resident may be required to deposit with the Manager the Security Deposit as partial security for all obligations under this Lease. The amount and nature of the required deposit is specified in Section 1 Move-In Charges. The total amount of fees and deposits due prior to move-in is also specified in Section 1 "Due Prior to Move-In". "*Any security deposit returned will be made payable to all Tenants named on this Agreement, or as subsequently modified, once all Tenants have vacated the premises and all keys returned.*

**The Security Deposit will not be the limit of damages if Resident violates this Lease, and Resident may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning, repairs and replacements, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by the Manager from the Security Deposit.

If the Security Deposit is reduced because Manager has applied all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth in Section 1 of this Lease. Resident cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but Manager can, but shall not be obligated to, use all or any part of the Security Deposit for any of Resident's unpaid obligations. Following the termination of this Lease, Manager has 21 days to return any unused portion of the Security Deposit to Resident. Along with the return of all or any portion of Resident Security Deposit, Manager will provide to Resident a description and itemized listing of deductions that Manager has made from the Security Deposit, setting forth (i) the estimated cost of repair for each damaged item, and (ii) the amounts on which Landlord intends to assess Resident. These materials may be mailed (via first class mail) to the forwarding address provided by Resident at the time of move-out and/or the permanent address listed on the Resident's application, and if undelivered, will be returned to Manager at the Management Office.

As it pertains to lease held Joint and Severally, Landlord shall not refund any portion of the security deposit unless the Premises is completely vacated, and Resident has given notice to end the tenancy and has surrendered possession of the Premises by returning any and all keys. No portion of the security deposit shall be refunded to any departing Residents if one or more of the Residents renew or extend the lease; in this situation the security deposit shall be refunded at the end of the renewal or extension period. No portion of the security deposit shall be refunded to Resident if the lease is assigned to an assignee. It is the responsibility of any departing Resident to make arrangement with remaining Residents to be reimbursed for their share of the deposit. If Resident is a new Resident replacement a departing Resident of the previous term's lease, the Resident acknowledges and agrees to lease the Unit in as-is condition, and understands they may be held responsible for any rental balances of the departing Residents whose lease they are inheriting and continuing.

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- 6. APPLICATION AND OTHER EXPENSES.** Each Resident shall pay to Landlord an Application Fee to cover the costs associated with the processing of Resident's Lease application *at or before* the execution of this Lease. Further, each Resident shall pay to Landlord Landlord's normal expenses incurred by Landlord returning the Premises to their original condition at the commencement of the Lease, minus ordinary wear and tear. In the event that Landlord incurs or will incur expenses in returning the Premises and/or Property Common Area to the condition so required by this Lease, which amount exceeds the Redec Fee, Resident understands and agrees that *Resident shall pay such excess expense to Landlord within thirty (30) days of receipt of an invoice for such amount.*
- 7. LATE FEES AND RETURNED CHECKS.** There are no prorated Rent amounts under this Lease. Resident must also pay additional charges as identified in the Lease. Resident must pay Resident's Rent on or before the 1st day of each month ("Due Date"), or as specified on the Recurring Installment Schedule included in Section 1 of the Lease, Summary of Lease Terms, Fees and Installments.
- a. Rent that is not received by 11:59pm on the third (3<sup>rd</sup>) day of the month will be considered late, and Resident will be obligated to pay an initial late fee in the amount of seven (7%) percent of the outstanding balance, which will be added to Resident's account. All Late Fees shall be considered as Additional Rent. Late Fees are due and payable when assessed.  
*Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.*
  - b. If Resident does not pay Rent on or before the due date, Resident will be in default and all remedies under state law and this Lease will be available to Landlord.
  - c. Rent shall not be considered late if it is received by Landlord the 1st day of the month such Rent is due; the Due Date, or as specified in Section 1 of the Lease.
  - d. Resident must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
  - e. Resident may not pay Rent in cash. Resident must pay Rent by check, money order, certified funds, online payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Resident a receipt for rental payments made by check or money order. Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or a single monthly check.
  - f. Any accord, satisfaction, conditions or limitations noted by Resident on or in any rental payment shall be null and void.
  - g. Resident is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Resident or at Resident's request and for all fees or fines as described in *Exhibit A - Resident Handbook - Rules and Regulations*.
  - h. Landlord will not accept personal checks after the 5<sup>th</sup> of the month.

Checks tendered for Rent shall be made payable to Stuho. There will be a service charge of **\$25.00** for a first returned check, and a service charge of \$35.00 for each additional returned check. As such, the NSF Fee shall be due and payable immediately upon notification to the Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. The NSF Fee shall constitute additional Rent hereunder. Landlord may pursue any remedies available to it under this Lease or applicable law to recover such charges in the same manner Landlord may exercise its remedies for failure to pay Rent.

If any check delivered to Landlord by Resident is returned for insufficient funds, then Landlord may refuse payment by check thereafter *and may require Resident to make payment by cashier's check, wire transfer, or certified funds only for a period, not exceeding three months following a returned check due to insufficient funds or a stop payment by the Tenant.* Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due.

- 8. INSURANCE REQUIREMENTS.** Resident shall, at his or her expense, provide, maintain and pay for renter's insurance that meets Landlord's renter's insurance specifications, and shall provide Landlord with satisfactory evidence of such insurance, as specified in *Exhibit B - Insurance and Indemnification Addendum*. Resident shall comply with all local ordinances and restrictions and will be responsible for violation fees to Landlord caused by Resident's improper or illegal use of the Premises whether or not Landlord had actual or constructive notice of Resident's improper or illegal use. Should Resident not provide a renter's policy at the time of move-in that meets the requirements outlined in *Exhibit B - Insurance and Indemnification Addendum*, or if coverage lapses on the policy provided, Resident agrees to be enrolled in the Landlord Placed Tenant Liability Insurance Policy ("LPTLI" or CardinalProtect") program and billed accordingly until such time that proof of sufficient coverage is provided.

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- 9. LOCKS, KEYS, & ACCESS DEVICES.** Locks may not be changed or added by Resident without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to Landlord upon termination of occupancy.

Landlord will furnish Resident with one key to the main entry door, one key to the bedroom, one key to the mailbox, and one access remote, key fob or similar device (if applicable). Resident will be charged a Key Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum* per lost entry door or bedroom key, per lost mailbox key, and a Remote Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, per remote or key fob not returned, or for those requiring replacement during the Term of Resident's occupancy. Each Resident may only possess one main entry door key; therefore, if the main entry door key is lost and Resident requires a replacement, locks will be changed and Resident will be charged a Lock Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, for the lock rotation. Resident agrees that such keys are provided solely for Resident's own use; duplicates will not be made of such nor will keys be loaned to any person. Landlord reserves the right to suspend this service at any time.

In the event Resident is locked out of his apartment or bedroom during other than regular business hours and requires Landlord's assistance to gain reentry, Resident shall pay to Landlord a Lockout Fee, as defined in *Exhibit E - Fee Schedule Addendum*, which amount will be considered additional Rent, added to the Resident's ledger, and shall be paid to Landlord within 24 hours of such service.

**10. UTILITIES.**

- a. Landlord agrees to furnish trash removal at specific locations throughout the Property. This does NOT constitute door-to door trash pickup.
- b. Resident must keep electric and gas to the Unit active; Resident cannot turn off Resident's electric and gas if Resident leaves, even for vacation.
- c. Resident will pay for electric and gas charges in the following manner: Directly to the provider
- d. Resident is responsible for coordinating electricity and gas service activation for the Unit, including payment of any fees or deposits to the utility provider prior to Resident moving in to the Leased Premises, and shall arrange for any electricity and gas deactivation as of the Ending Date in Section 1 of the Lease.
- e. Resident must contact the electricity and gas providers to establish service prior to moving in to the Apartment, and the Resident will be billed and pay those utilities directly to the appropriate utility company during the Lease Term. If any of those costs are paid by Landlord, Resident must reimburse Landlord for those costs and any such costs are payable by Roommates to Landlord as additional Rent.
- f. On lease start date of Section 1 of the lease, Resident will transfer electricity and gas into their name. In the event the Resident fails to put electricity and gas in their name, Landlord may charge Resident back for any utility billed to us for their apartment. In addition to charging the Resident back for the utility, there will be a reasonable utility fee for the billing in the amount of **\$35.00 per month**. If the Resident changes the electricity and gas utility out of their name during the lease term, the utility will be billed back to the Resident in addition to the monthly utility fee.
- g. Water, sewer, and trash service will remain in the Landlord's name throughout the lease term and all utility costs associated with domestic water, waste water, sewer, and trash will be allocated and individually billed back to the Resident. Landlord determines each Resident's amount due by dividing the Property's total domestic charges by the number of Residents engaged in Lease contracts during the applicable billing cycle. Landlord, not the Resident, is responsible for the cost of providing water and sewer service to the Building Common Areas and facilities of the Building.
- h. The bill will be sent to Resident by a third party billing provider. Resident acknowledges that the billing provider is not a public utility. Landlord reserves the right to change the third party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and the Landlord.
- i. If billed by a third-party provider, Resident will pay a monthly service fee up to **\$5.00** in addition to the usage charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services and may be increased, with 60 days written notice provided to Resident, if Landlord's expenses increase.
- j. The billing methods described herein may be changed by Landlord by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.
- k. Resident agrees to use utilities in a careful and conservative manner.
- l. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out through the end of the leasing term. Estimated bill will be based upon Resident's previous usage.
- m. Failure to pay any of said charges shall be considered a material breach of the lease agreement and Landlord shall have the right to commence legal proceedings against Resident and all occupants including but not limited to an unlawful detainer action to recover possession of the premises.
- n. Upon termination or expiration of the lease, unpaid bills may be deducted from Resident's security deposit, and for such purpose Landlord and Resident agree that the charges described in this addendum are considered Additional Rent.
- o. Resident agrees to use utilities in a careful and conservative manner.
- p. Unless Landlord instructs Resident otherwise, Resident must, for 24-hours a day during freezing weather, (i) keep Unit heated to at least 50 degrees F., (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, Resident must keep Unit cooled to a temperature no higher than 85 degrees F. Resident is liable for damage to both Landlord's and Resident's property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to Resident's violation of these requirements.

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- q. Resident must first Call 911 in case of fire and other life-threatening situations. Landlord offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 50 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (Resident(s) will be charged if Landlord responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water.

Notwithstanding the foregoing, Landlord shall not be liable for loss or damage resulting from interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Property. Resident shall pay for any fees, fines, penalties or other charges assessed against Landlord or Resident for Resident's misuse of any utility service, including but not limited to, use that violates the law, rules and regulations, or rules and regulations of such service provider

If it is necessary for Landlord to pay any costs or repairs due to Resident's failure to pay or failure to activate any utility under Resident's name, if required per the terms defined in this section, above, or if Resident disconnects any utility before the Lease end date, then Resident will reimburse Landlord for such amount a Utility Loss Recovery fees, as prescribed in *Exhibit E - Fee Schedule Addendum* and the total amount is payable by Resident to Landlord as additional Rent. Resident is responsible to pay for all utilities during the Lease term, as defined in this section, Utilities, even if Resident moves out prior to the End Date in Section 1 of the Lease.

- 11. INTERNET AND TELEVISION.** If Landlord is providing basic internet service and cable television to Resident, service is subject to Network Access, Acceptable Use and performance level terms (see below). If Resident wants additional television channels, voice service or additional internet capacity, they will be at Resident's expense and Resident must make arrangements through the Landlord-approved provider. Additional services not paid by Landlord must remain on and paid for by Resident, in Residents' name, through Resident's contracted ending date regardless of whether Resident has moved out.

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Resident hereby releases Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

**Network Access.** Resident may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Resident may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Resident's computer operating system or any other feature will be the responsibility of the Resident to resolve. Landlord will not be responsible for software issues related to the user's personal computer.

**Acceptable Use.** Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services. The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized.

Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or Apartment where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide a high degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Rises.** Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effort will be made to ensure a high quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (i.e.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

- 12. FURNISHINGS.** Landlord will furnish the Apartment according to *Exhibit I - Furniture Addendum*. If damage to the furniture occurs, Resident will be charged for the repair/replacement costs to return the furniture to its original condition. Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the furniture, it is the Resident's responsibility to notify the Manager if there is an occurrence of a manufacturer's defect to the furniture in the Apartment. If Resident does not notify the Manager of any defects to the furniture, Resident could be charged for the damage.

Damages to the furniture include, but are not limited to, the following examples:

- a) Food Stains and Odor Stains;
- b) Tears to the Fabric;

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- c) Structural Damage (i.e. broken leg, broken drawer);
- d) Broken, Cracked, or Chipped Glass;
- e) Pet Stains;
- f) Discoloration of the Wood or Fabric; and
- g) Chipped or Marred Wooden Surface

Landlord shall provide the following items of furniture that need to be returned in the same condition, less ordinary wear and tear: Common area furniture, TV, sofa, table(s), Appliances: stove/oven, refrigerator, dishwasher, washer/dryer. Bedroom furniture: bed(s), desk(s), and chair(s).

**13. OTHER SERVICES.** If Landlord, or an affiliate, elects to provide any optional services to residents and Resident elects to use such service, the charges for such service(s) used by Resident shall be deemed additional Rent and Resident's failure to timely pay for the same shall constitute a default hereunder.

It is expressly understood and agreed that, to the extent that the Landlord may provide, use, or maintain any of the following equipment or services, such provision, use, and/or maintenance of security officers, intrusion alarms, video surveillance, panic switches, fire extinguishers, fire sprinkler systems, alarm systems, and any and all other security measures (collectively, the "Measures"), is, to the extent not required by law, purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Resident's person or property, or the person or property of any guest, invitee, or other resident of the Property. Landlord makes no warranty that any of the Measures are, except as required by law, in operating condition or will be used at any or all times. To the extent permitted by applicable law, Landlord and Resident expressly agree that Landlord shall not be liable for any use, misuse, or failure of such Measures.

An apartment key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a key replacement fee, as specified in Section 9: Keys, Locks and Access Devices. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There shall be no locks installed by the Resident without Landlord's prior written approval.

**14. RESIDENT CREDITWORTHINESS; PARENTAL OR SPONSOR GUARANTIES.** Unless Landlord determines Resident to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Lease, Landlord may require a guarantee of Resident's obligations signed by third parties deemed by Landlord to be creditworthy, such as Resident's parents or other sponsor, in the form of the Guaranty of Lease attached to this Lease.

- a) The Landlord requires, proof of financial wherewithal ("Proof"), which must be presented by Resident in one of three manners (1) execution and presentment to Landlord of a binding Parental/Sponsor Guaranty (the "Guaranty") by a qualified guarantor who meets the qualification requirements in the Rental Qualification Criteria and Acknowledgement ("**Rental Qualifications Criteria and Acknowledgement**"); (2) proof of monthly income that is at least 4 times the monthly rent installment amount on the Section 1. Summary of Lease Terms, Fees & Installments, (3) other proof of income, financial aid, or other assets (i.e., loans, financial aid, cash account, etc.) that is at least three times the Term Installment Total Rent, as defined in Section 1 of the Lease. To illustrate, if Resident were qualifying under (3) above, Term Installment Total Lease Term was \$10,000, Resident would need proof of income, financial aid, or other assets in the amount of \$30,000 (i.e., (\$10,000 x 3)).
- b) In the event that Resident provides Proof, which relies solely on financial aid, and/or does not have a qualified guarantor, then Resident must pay the entire Rent prior to the beginning of the Term or must enter into a Financial Aid (*Exhibit J - Financial Aid Addendum*), and/or Prepaid Rent Agreement (*Exhibit K - Prepaid Rent Addendum*) with the Landlord, unless otherwise agreed to by Landlord in writing.
- c) Resident hereby acknowledges and consents to the disclosure of personal information by Landlord to the person or persons providing the Guaranty, if any.
- d) Resident represents and warrants that the information provided by Resident in his application and all other documents ancillary to this Lease are true and correct as of the execution of this Lease and remain true and correct as of the start of the Term. Resident shall notify, in writing (e.g., a new application), Landlord of any changes to the information provided in Resident's application or other ancillary documents prior to taking occupancy of the Premises. Landlord reserves the right to terminate this Lease, in its sole and absolute discretion, if (1) any of the new information disqualifies Resident from occupying the Premises or residing at the Property, or (2) any of the information provided by Resident is untrue, fraudulent, fully or partially omitted, or misleading.

**15. GOVERNING LAW.** This lease is governed by and to be construed in accordance with the laws of the state of California in which the Property is located, and the ordinances of the city and county in which the Property is located, and any actions brought with respect to this Lease shall be venued in the County of Los Angeles.

**16. DEFAULT CONDITIONS OF LEASE.** Time of rent payment is of the essence. In the event a Rent Installment payment or any other amount due from Resident to Landlord is not received by Landlord on or before the due date, as specified in Section 7: Late Fees and Returned Checks, then, at the option of Landlord, such failure to pay on time shall constitute a default. If any Rent or other sums due from Resident to Landlord is unpaid when due, Landlord may provide Resident with written notice of non-payment and Landlord's intention to terminate Resident's rights under this Lease. If Resident fails to pay the rent or other sum(s) within three (3) days of receipt of notice, or within a timeframe specified by local or state law, then Resident shall be in default and Landlord may exercise its remedies under this Lease and under applicable law.

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In the event Resident shall fail to perform any other duty or condition of this Lease within three (3) days after having received written notice from Landlord to do so, then Landlord may exercise its remedies under this Lease and under applicable law. If Resident is in default hereunder and Landlord exercises its right of eviction, this Lease is not terminated and will be terminated only upon the express release of Resident by Landlord or the re-leasing of the Premises by Landlord. Otherwise, Rent will be due for the full Term after eviction or abandonment.

In the event Resident intentionally misrepresents a material fact in this Lease or in any rental application submitted in connection with this Lease, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event Resident or any guest or invitee of Resident (a) possesses or uses illegal drugs at the Property; (b) discharges a firearm at the Property, except as may be permitted by applicable law; or (c) criminally assaults another resident, guest or invitee at the Property, except as may be permitted by applicable law, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event (i) there is material noncompliance by Resident with any other duty or condition of this Lease and Resident shall fail to cure such noncompliance within three (3) days after having received written notice from Landlord of Landlord's intention to terminate Resident's rights under this Lease or (ii) Resident abandons the Premises prior to the expiration of the Term, then Resident shall be in default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

Landlord shall not be liable for storage of Resident's personal property, and if Resident leaves personal property in the Apartment after termination of this Lease, Landlord may dispose of such personal property without obligation to Resident and at Landlord's sole discretion in compliance with applicable law.

In the event of any default of this Lease that results in monies possibly being due or owed by the Resident, a credit report concerning Resident may be obtained by the Landlord or its agents. The Resident agrees that, upon surrender or abandonment of the Premises by Resident, and in any other event, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property, as specified in Section 16 - Disposition of Personal Property, below.

The Resident authorizes Landlord to disclose any and all information known or discovered by Landlord and/or its agents (including but not limited to addresses, phone numbers, and social security number) about Resident to such parties (including but not limited to attorneys, collection agencies, and credit bureaus) deemed appropriate by Landlord, in its sole discretion, in furtherance of Landlord's efforts to collect Rent and/or any other monies owed by Resident to Landlord.

**17. DISPOSITION OF PERSONAL PROPERTY.** Upon the surrender or abandonment of the Premises, or on termination of this Lease by lawful eviction or expiration of the Term, Landlord shall not be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to Resident or Resident's guests. Any such personal property shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with applicable law. Landlord shall be entitled to recover from Resident the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of Resident's personal property.

**18. SEVERABILITY, MODIFICATION, MISCELLANEOUS.** If any clause or provision of this Lease is held to be illegal, invalid or unenforceable, then the remainder of this Lease, or the application of such clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, shall be legal, valid and enforceable to the fullest extent permitted by law. No modification, alteration, amendment or other change to the terms of this Lease, including but not limited to handwritten additions or deletions, shall be enforceable against Landlord unless made in writing and signed by an officer of Landlord. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument (each Resident may execute a signature page, which notes the names of the other residents). This Lease contains the entire agreement between the parties hereto with respect to the matters to which it pertains, supersedes all prior written and verbal representations and agreements.

The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Lease. A waiver by either party of a breach by the other party of an obligation of such other party pursuant to this Lease shall not be construed as a waiver of any succeeding breach of the same or other term hereof.

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](http://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. (Cal. Civ. Code § 2079.10a)

**19. OTHER REMEDIES.** In addition to all of Landlord's other rights and remedies under state law and this Lease, Landlord may report unpaid amounts to credit agencies. If Resident defaults and moves out early, Resident will pay Landlord any amounts stated to be rental amounts in Section 1. Summary of Lease Term,

## RENTAL AGREEMENT AND LEASE

Fees & Installments, in addition to other sums due. Upon Resident's default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late Rent, but are not for attorney's fees and litigation costs.

**20. ATTORNEYS FEES.** To the extent permitted by applicable law, the parties hereby agree that the non-prevailing party will reimburse the prevailing party's costs, fees and expenses, including reasonable attorneys' fees, not to exceed \$15000.00 , and court costs, arising in connection with any default by either party, as well as any action by Landlord for enforcement of this Lease or eviction of Resident or to collect on any claims or damages against Resident.

**21. ASSIGNMENT AND RELETTING.** Resident shall not assign, relet or otherwise transfer their interest in the Premises, or any part thereof, without Landlord's written consent which may be given or withheld in Landlord's sole discretion. Upon written notice to Landlord from Resident that Resident requests to assign and sublease this Lease, Landlord will accept a reasonable subtenant. In the event Landlord consents to an assignment, re-let, or other transfer of the Premises to a person procured by Resident, Resident shall pay to Landlord the reletting fee as specified in *Exhibit E - Fee Schedule Addendum*, and/or any other pertinent fee, as applicable.

If Landlord is unsuccessful in reletting the Unit, then Resident remains liable under the Lease as provided herein. Providing notification to the Landlord does not modify or amend the terms and conditions of this Lease, release the Guarantor, and does not guarantee that an acceptable replacement Resident will be identified.

Replacing a Resident is allowed only when Landlord consents in writing. If Resident permits another person to live in Unit or provides a key to a person not named on this Lease, Resident will be in default of the Lease. If departing or remaining Residents find a replacement Resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement, then:

- a) Such substitute Resident will be obligated to the standard application fee, which shall be immediately due and payable;
- b) The departing Resident must pay for all damage to the Unit and the Property as provided in this Lease;
- c) The replacement Resident must meet the Rental Qualifications Criteria and Acknowledgement;
- d) The replacement Resident must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered;
- e) A rekeying fee will be due if rekeying is requested or required; and
- f) The departing Resident will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**22. SERVICEMEMBER CIVIL RELIEF.** In the event (a) Resident enters military service after the execution of the Lease or (b) Resident, while in military service, executes the Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than ninety (90) days, Resident may terminate the Lease by delivering written notice of such termination, and a copy of the service member's military orders to the Landlord.

**23. CONDITION OF PREMISES.** Resident hereby agrees that prior to the later of (a) two (2) business days after the beginning of the Term or (b) the Resident's occupation of the Premises, Resident shall provide Landlord with a completed Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, which sets out in reasonable detail any items or aspect of the Premises (and their furnishings and fixtures) which Resident reasonably believes are deficient or damaged. Upon receipt of the completed Unit Inspection Checklist, Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are appropriate. Resident's failure to timely deliver to Landlord such Unit Inspection Checklist shall be a declaration by Resident that the Premises (and the furnishings and fixtures) are in good repair and habitable condition.

**24. MODEL DISCLAIMER.** The model apartment unit, located at the leasing office or within the apartment community, including but not limited to the counter tops, fixtures, flooring, carpet, appliances, furniture, and other treatments, shown to the Resident is intended to be representative of the general quality and type of construction and materials which Landlord intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, designs, materials, upholstery and other treatments in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and the layout. Resident acknowledges that the actual apartment to be leased will not include custom lighting, lamps, pictures, clothing, linens, unattached appliances, other personal property and decorations contained in the model for display purposes. The actual furniture provided may vary based on the number of beds and baths in the unit leased by Resident.

**25. TEXT MESSAGING.** In order to facilitate clear and quick communication, Landlord may send out important text messages regarding property to resident communication, community events, emergency announcements, or other important message via text message to the phone number provided during the application and lease signing process. By signing this lease agreement, Resident authorizes Landlord to send text messages. If Resident wishes to opt-out of this service, Resident must notify Landlord in writing.

**26. MOVE-IN AND MOVE-OUT PROCEDURES.** Preceding Resident's taking possession of the Premises, Resident shall conduct an inspection of the Premises and shall note on the Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, any conditions which are unacceptable to Resident.

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It is Resident's responsibility to submit a completed Unit Inspection Checklist to Landlord as required in Section 23 - Condition of Premises. Resident and Landlord shall also respectively inspect the Premises upon Resident's surrendering possession thereof at the termination of this Lease and shall note in the space provided on the Unit Inspection Checklist the condition of the Premises, including all appliances, furnishings, and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises.

Resident will be notified of any outstanding balance/charges within a period not to exceed twenty-one (21) days after the termination of this Lease, or earlier as required by local and state law, which may be delivered by regular mail or electronic mail. Landlord may remove and dispose of such items left on the Premises at termination of this Lease without liability to Resident, and Resident shall pay to Landlord an Abandoned Property Removal Fee.

Prior to Resident taking possession of the Premises, Resident shall have (a) paid all Rent (and any other amounts) then due, (b) provided Landlord with the Proof required by Landlord (Section 13 - Resident Creditworthiness; Parental or Sponsor Guarantees, (c) provided Landlord with proof of renter's insurance (see Section 6), (d) completed Landlord's move-in procedures, and (e) cured any breaches of the Lease to Landlord's satisfaction.

**27. RELOCATION.** It is understood that the Property contains other apartment units in which other residents may reside. For purposes of operating efficiency, Landlord reserves the right to relocate Resident to another apartment unit at the Property, which substantially meets the Resident's selections on the 1. Summary of Lease Term, Fees and Installments. It is acknowledged that Landlord will exercise reasonable discretion in exercising Landlord's rights pursuant to this section of this Lease. If Landlord exercises such right, Landlord shall assist Resident in moving Resident's personal property to such new unit.

**28. LAND LORD RIGHT OF ENTRY.** Resident agrees that Landlord or its representative may enter the Premises (a) at reasonable times after providing Resident at least one (1) days' written notice in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, or to supply agreed services; (b) at any time in the case of emergency or if it is impracticable to provide Resident with at least one (1) days' notice; and (c) at reasonable times after providing Resident at least one (1) days' notice for the purpose of displaying the same to prospective or actual Residents, purchasers, mortgagees, workmen or contractors.

Resident hereby agrees that Landlord, subject to the requirements of applicable law, can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Resident; (c) at times scheduled with Resident to show the Premises to prospective residents, lenders, or purchasers; (d) if Resident defaults under this Lease; and (e) if Resident abandons the Premises. Without limiting any rights of Landlord provided in this Lease or pursuant to applicable law but subject to the requirements of applicable law, Resident hereby agrees that Landlord shall have the right to inspect the Premises no less than once every three (3) months during the Term.

*Tenant agrees that refusal to allow entry upon receipt of a proper notice given under this section is a material breach and grounds for termination of the Lease Agreement*

**29. REMEDIES FOR HOLDOVER.** If Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease and notification to vacate, without Landlord's written consent, Landlord may recover possession of the Premises in accordance with state law. If Resident's holdover is willful and not in good faith, Landlord may also recover fair market rent or the actual damages sustained by Landlord, whichever is greater, and other amounts permitted by applicable law.

**30. MAINTENANCE AND REPAIRS.** Landlord will be responsible for all repairs and maintenance to the Premises, with the exception of (i) any repairs necessitated by Resident's intentional acts, negligence or misuse of the Premises or damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees; (ii) the replacement from time to time, as needed, of batteries in the smoke detectors and carbon monoxide detectors in the Premises which will be the responsibility of Resident and (iii) the replacement from time to time, as needed, of light bulbs in the Premises with compact fluorescent light bulbs, which will be the responsibility of Resident. Resident must promptly notify Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident must keep the Premises and the items furnished by Landlord in good and clean condition. Landlord may require advance payment of repairs or replacements for which Resident is responsible under this Lease.

Resident must promptly reimburse Landlord for all costs for necessary repairs or replacements to the Property, the Premises or any of Landlord's furnishings, equipment or personal property that are necessitated by Resident's or Resident's guests' or invitees' intentional act, negligence, or misuse or any damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees, and such charges will be deemed additional rent hereunder. In the event repairs or replacements to the Premises or any of Landlord's furnishings, equipment or personal property therein are necessitated by any intentional acts, negligence, misuse or damage (other than ordinary wear and tear) and Landlord is unable to confirm which Resident (or its guests or invitees) caused the damage, then Landlord may seek reimbursement from all of the Residents occupying the Apartment, including but not limited to Resident, and all such Residents will be jointly and severally liable to Landlord for the cost of the repairs and replacements.

## RENTAL AGREEMENT AND LEASE

Resident must promptly notify Landlord, or its agent, in writing, of the need for any repairs to the Premises which are necessary to maintain the Premises in usable condition or otherwise to comply with Landlord's obligations under this Lease. Landlord will, upon actual receipt of such notification, act with reasonable diligence in making such repairs, and this Lease will continue. Rent will not be abated prior to completion of the repairs; provided, that Landlord may require Resident to pay any money due from Resident for repairs or replacements necessitated by the intentional act, negligent act, or misuse of the Property or any items furnished by Landlord by Resident or Resident's guests or invitees, prior to making such repairs. Landlord may temporarily interrupt utility services to the Premises to avoid damage to any portion of the Property or to perform maintenance to any portion of the Property.

- 31. ALTERATIONS AND CHANGES TO PROPERTY.** Resident shall not make any alterations, additions, or improvements in or to the Premises or paint or decorate the Premises without Landlord's prior written consent, and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Resident's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by Landlord or Resident, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
- 32. RESIDENT OBLIGATIONS AND RESPONSIBILITIES.** Resident shall keep and maintain the Premises in good, clean, and sanitary condition, excepting reasonable wear and tear, and shall make no alterations or additions thereto without the prior written consent of Landlord.
  - a) Resident agrees that the Premises and all parts thereof shall be returned to the Landlord in the same condition as it was received, less normal wear and tear. Normal wear and tear does not include, among other things, dirt, scuffs, stains, marks, or dents to furniture, or vertical or horizontal surfaces.
  - b) Resident shall conduct himself or herself, and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace.
  - c) Unless the damage or stoppage is due to Landlord's negligence, Landlord shall not be liable for, and Resident shall, to the extent permitted by applicable law, pay for repairs, replacement cost, and damage to the following if occurring during the Term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages resulting from the termination of heat or electricity to the Premises, including but not limited to, water damage to the Premises and other areas of the Property as the result of water pipes freezing and subsequently bursting and refrigerators thawing, (5) damages resulting to the Premises and other areas of the Property from the activation of the fire sprinkler system caused by Resident's act or omission, including but not limited to, hanging items from fire sprinklers or use of unattended open flames or electronic devices, and (6) damage and treatment due to the infestation of the Premises and Property by pests, including but not limited to roaches, lice, fleas, bed bugs, and mice.
  - d) **RESIDENT UNDERSTANDS AND AGREES THAT RESIDENT WILL BE OCCUPYING THE APARTMENT JOINTLY WITH CERTAIN OTHER RESIDENTS, AND RESIDENT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH SUCH RESIDENTS FOR ANY DAMAGES TO THE PREMISES AND PROPERTY COMMON AREAS.**
  - e) Smoke alarms and carbon monoxide detectors have been installed in the Premises by the Landlord. Resident shall not cause or allow any damage, disconnection, alteration or other tampering with such alarms/detectors and shall not cause or allow any action having the effect of bypassing or otherwise interfering with the proper operation of such alarms/detectors. Resident shall be responsible for (1) any damage to door locks, latches or fire extinguishers, if any, within the Premises, other than damage associated with normal wear and tear, and (2) replacement of batteries in such alarms/detectors during the Term. Resident shall give Landlord prompt written notice if any such alarms, detectors, locks, latches or fire extinguishers appear to be in need of repair or replacement. In the event that, due to Resident's failure to comply with this provision, or due to Resident causing or allowing a false alarm to be sounded, resulting in any charge imposed by first responders (including, without limitation, law enforcement, fire department or other emergency agencies), Resident shall be liable for all such charges and for any additional charges imposed by Landlord relative to processing and responding to directives issued by such first responders as well as all costs of restoring any resulting damage to the Property.
  - f) Tenant agrees abide by the terms set forth in *Exhibit C - Mold and Mildew Prevention Addendum* to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit, including: Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Unit at reasonable rises, (e) clean and dust the Unit regularly, and shall keep the Unit, particularly the kitchen and bath, clean and dry. Resident shall immediately notify Landlord in writing of (1) any evidence of a water leak or excessive moisture in the Premises; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating ventilation or air-conditioning system in the Premises; and (4) any inoperable doors or windows. Except as otherwise required by applicable law, Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Resident or guests resulting from Resident's failure to comply with these terms. Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions all Tenants in the Unit shall be responsible for the cost.
  - g) Resident shall give notice to Landlord of any anticipated extended absence from the Apartment in excess of fourteen (14) days (a "**Material Absence**") no later than the fifth (5th) day of the extended absence. A Material Absence includes a failure to move in to the Apartment within fourteen (14) days after the

## RENTAL AGREEMENT AND LEASE

beginning of the Term.

- 33. NON SOLICITATION OR DISTRIBUTION OF MATERIALS.** Resident(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Resident or others.
- 34. RULES, REGULATIONS AND LAWS.** The Rules and Regulations, a copy of which is provided at resident's move-in and is available upon request, are incorporated herein by reference and explicitly in Exhibit A - Resident Handbook: Rules and Regulations ("**Rules and Regulations**"). By executing this Lease, Resident agrees to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed to be binding upon Resident so long as such changes do not require a substantial modification of Resident's use of the Apartment. Resident agrees to abide by all governmental laws, orders and regulations (the "**Law**") and to avoid disruptive behavior or conduct (a "**Nuisance**").
- 35. WEAPONS.** Unless preempted by a law authorizing you to possess a weapon on our private property, possession of any weapon or ammunition in your apartment or anywhere in the apartment complex is prohibited. This includes, but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns.
- 36. PET POLICY.** The community does not allow pets. Except as set forth in this section, if Resident is found to have a pet on the Property at any time, without the written consent of Landlord, then, unless prohibited by law, Resident shall pay a fine, as specified in *Exhibit E - Fee Schedule Addendum*, and will be in default of the Lease and Landlord shall have the right to exercise its remedies under this Lease and under applicable law, including without limitation, the right to terminate this Lease.
- 37. DAMAGES TO PROPERTY.** If the Premises are partially damaged by fire or other casualty not caused by Resident or Resident's guest or invitees, but enjoyment of the Premises is not substantially impaired, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are unusable shall abate, unless Landlord provides Resident with a suitable alternate living space, in which event rent shall not abate. If, however, the Premises are destroyed by fire or other casualty not caused by Resident to an extent that enjoyment of the Premises is substantially impaired, or in the event Landlord, in its sole discretion, decides not to (a) repair any damage or destruction or (b) provide Resident with an apartment at the Property similar to the Premises, by written notice to Resident, then this Lease may be terminated by either Landlord or Resident by providing fourteen (14) days' written notice of termination to the other party, in which event the Rent shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guest or invitees of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to the carelessness or negligence of Resident or the guests or invitees of Resident. In the event of fire or other casualty, the Resident shall immediately notify the Landlord.
- 38. STATUTORY DISCLOSURES:**
- CA CIVIL CODE 1946.**

\_\_\_\_ "California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

\_\_\_\_ "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."
  - RIGHT TO RECEIVE FOREIGN TRANSLATION.** A landlord or property manager must provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 39. NOTICES.** Resident shall, within three (3) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Notices and Checks Payable to and Service of Process on the Landlord must be made at the addresses shown on the first page of the Lease agreement. The failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise. Notices to and

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Service of Process on the Master Resident Landlord must be made to Corporation Service Company Which Will Do Business In California As CSC-Lawyers Incorporating Service | 2710 Gateway Oaks Dr. Suite 150N, Sacramento, CA 95833-3505.

- 40. Mediation:** Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision
- 41. LIABILITY.** Landlord shall not be liable for any loss of or damage to property of Resident or others or for any injury or other damage to Resident or other persons by any cause of whatsoever nature, except as required by applicable law.
- To the extent permitted by applicable law, Resident agrees to release, indemnify and hold harmless Landlord and the Landlord Parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages, including, but not limited to, attorneys' fees (collectively, a "**Claim**"), for (1) injury or damage to persons, including death, and for damage to property resulting from or related to (i) Resident's occupancy of the Premises; (ii) any act or omission of Resident or their guests or invitees; (iii) any act or omission of the Landlord and/or any of the Landlords Parties, to the extent allowable by law; , or (iv) Resident's use of any Property Common Area, facilities, amenities, shuttle or equipment (the "**Facilities**") which the Landlord may supply for use by the Resident; (2) any Claim by Resident (or other party) of a breach of this Lease by Landlord for which Resident failed to comply with the requirements of Section 31 - Resident Obligations and Responsibilities of this Lease or for which Resident failed to comply with the Lease; (3) any Claim by Resident which is contrary to the terms of the Lease; and (4) a violation of a law by Resident or by Landlord, which violation was caused, in whole or in part, by an act or omission of Resident or Resident's guest or invitee (collectively, the "**Releases**").
  - In the event of loss or damage to the Premises or any contents thereof, the Resident shall look solely to any insurance carried by Resident covering such loss, as required in Section 8 - Insurance Requirements. Resident hereby waives any right of Resident, or any party claiming through or under Resident, by subrogation or otherwise, that Resident may have against Landlord, any of the Landlord Parties and their insurers to recover for any insurable loss.
  - Resident agrees that use of the Facilities is at Resident's own risk and Resident assumes full responsibility for any personal injuries which may result from use of the Facilities. Resident has represented and does hereby represent to Landlord and Manager that Resident does not have any health problems which would restrict Resident's ability to use the Facilities and that, whether or not any health problems exist, Resident is using the Facilities at Resident's own risk and discretion. Resident further understands that he will not allow or authorize any other person(s) the use of Resident's key or access to the Facilities.
  - Subject to the requirements of applicable law, in no event shall Landlord's liability arising under any claims, suits, actions, losses, costs, liabilities, and/or damages of Resident exceed the amount of payments of Rent from Resident to and received by Landlord.
- 42. FIRE AND OTHER CASUALTY.** If in Landlord's reasonable judgment, the Apartment, the Building or the Apartment Community is materially damaged by Fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Resident written notice of such termination. If Landlord terminates this Lease, and Resident did not cause the loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If Landlord determines that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless Resident or Resident guest is the cause of the fire or casualty.
- 43. SAFETY.** LANDLORD DOES NOT GUARANTEE RESIDENT SAFETY OR SECURITY. RESIDENT MUST EXERCISE DUE CARE FOR RESIDENT SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an expressed or implied warranty of security or a guarantee against crime or of a reduced risk of crime. Landlord is not liable to Resident or any of Resident's guests for injury to persons or damage or loss to property caused by criminal conduct of other persons. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and Landlord can discontinue any of such items provided at any time without notice. Resident is responsible for Resident's own safety and security.
- 44. SUBORDINATION AND ATTORNEYMENT.** This Lease is subject and subordinate to the lien of any mortgage, deed of trust or encumbrance now or at any time hereunder placed on the Property. The Resident agrees to: (a) attorn to and recognize as Landlord hereunder any transferee that succeeds Landlord as owners of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise) and the successors and assigns of such transferee; (b) comply with the terms of the Lease as if such transferee executed this Lease on the date hereof and; (c) execute such further evidence of such attornment as such transferee may request from time to time. The Resident agrees to promptly execute any instrument

## **RENTAL AGREEMENT AND LEASE**

evidencing such subordination and attornment and confirming such factual matters and representations that Landlord or its successors or assigns may request. The Resident further irrevocably appoints the Landlord as his or her attorney-in-fact with full power and authority to execute any such instrument on behalf of Resident.

- 45. TRANSFER BY LANDLORD.** Landlord may transfer this Lease. If transferred, Resident's obligations go to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease. Landlord may transfer this Lease without first getting Resident's approval.
- 46. SALE OF THE COMMUNITY.** Any sale of the Community shall not affect this Lease or any Resident obligations, but upon such sale, Manager will be released from all of its obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.
- 47. ACKNOWLEDGEMENTS AND INDEMNIFICATION.** RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THIS LEASE, THE RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT. **NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY RESIDENT AND GUARANTOR AT TIME OF SIGNING.**

### **NOTICE OF INDEMNIFICATION**

**LANDLORD AND RESIDENT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.**

Resident further acknowledges that he or she has received, read, understands and agrees to the terms and conditions contained in the following Exhibits to this Lease, which are all incorporated by reference in their entirety into this Lease:

**RENTAL AGREEMENT AND LEASE**

**EXHIBITS LISTING (ADDENDA)**

<b>Exhibit</b>	<b>Addendum</b>	<b>X or Blank</b>
A	Resident Handbook - Rules and Regulations	<b>X</b>
B	Insurance and Indemnification Addendum	<b>X</b>
C	Mold and Mildew Prevention Addendum	<b>X</b>
D	Concession Acknowledgement	<b>X</b>
E	Fee Schedule Addendum	<b>X</b>
F	Bed Bug Addendum	<b>X</b>
G	Pest Control Addendum	<b>X</b>
H	Parking Addendum	<b>N/A</b>
I	Furniture Addendum	<b>X</b>
J	Financial Aid Addendum	<b>N/A</b>
K	Prepaid Rent Addendum	<b>N/A</b>
L	Animal Addendum	<b>NA</b>
M	Shuttle Waiver and Release of Liability Addendum	<b>NA</b>
R	Construction Completion Contingency Addendum	<b>NA</b>

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed effective the day and year written here below.