



AGREEMENT TO RENT OR LEASE
DOMINO REALTY MANAGEMENT COMPANY

Property # _____

APT # _____

Parking Space # _____

This Agreement is made and entered into between DOMINO REALTY MANAGEMENT COMPANY, hereinafter “Landlord” and (names of all adult tenants and names and ages of children to reside on the premises):

TENANT _____

TENANT _____

TENANT _____

TENANT _____

Hereinafter “Tenants”. The word Tenants as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Landlord rents to Tenants, and Tenants rent from Landlord, for residential purposes only, the premises known as:

Apartment _____, located at _____ California. Landlord and Tenants mutually agree as follows:

1. TERMS. The term of the rental shall begin on _____, and shall continue as follows subject to the payment of rent for one month and the security deposit:
- ☐ For a period of _____ months and _____ days thereafter expiring on _____ (a Fixed-Term Lease). Renewal of the term shall be described in Paragraph 24 of this Agreement.
- ☐ On a month-to-month basis, the tenancy terminable by Landlord or Tenants by the giving of 30 days written notice to the other (A Month-To-Month Rental Agreement).
2. RENT. Tenants shall pay the monthly rent of \$ _____, in advance on or before the FIRST DAY of each month without deduction or offset. Rent is payable in full at the Administration Office only by personal check, cashier's check or money order. On signing this Agreement, Tenants shall pay one full month's rent in the form of a cashier's check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30 day month. If Landlord, at Landlord's option, accepts rent tendered by a third person for Tenants benefit, the rent may be accepted without creating any new tenancy.
3. SECURITY DEPOSIT. On signing this Agreement Tenants shall pay to Landlord the sum of \$ _____ APT, \$ _____ GATE, \$ _____ PET, \$ _____ KEYS, \$ _____ OTHER, for a total deposit of \$ _____ to secure Tenants performance of the agreements contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Tenants. After Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement on the basis for, and the amount of, any of the security deposit retained by Landlord. Landlord may withhold that portion of Tenants security deposit necessary (a) to remedy any default by Tenants in the payment of rent or any other provision of the Agreement, (b) to repair damages to the premises to include repainting but exclusive of ordinary wear and tear, and/or, (c) to remove trash and clean the premises to meet Landlord's re-rental standards. The unused portion of this deposit shall be returned to Tenants without interest, unless required by law.
4. LATE CHARGE/RETURNED CHECKS. Rent is due on the First (1st) day of the month. If Tenants fail to pay any rent as and when due, Tenants shall pay a late charge of \$75.00 as additional rent. If Landlord elects to accept rent after the third day of the month, payment in the form other than by personal check may be required. By this provision, Landlord does not waive the right to insist on payment of the rent in full on the day it is due. In the event Tenants' checks are dishonored by the bank, Tenants shall pay a returned check charge of \$75.00 as additional rent. If the returned check causes the rent to be late, the late charges shall also be paid. After a second check is dishonored, Landlord may require all future payments to be in a form other than a personal check.
5. OCCUPANCY. Tenants agree that the premises are to be used as a private residence for Tenants listed hereinbefore, a total of _____ adults and children and by no other persons and for no other reason. Guests may not stay more than 14 consecutive days in any 6 month period without prior written consent of Landlord.
6. POSSESSION OF PREMISES. In the event Landlord is unable to deliver possession of the premises to Tenants for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Landlord shall not be liable to Tenants except for the return of all sums previously paid to Landlord in the event Tenants choose to terminate this lease.
7. ACCEPTANCE OF PREMISES. Tenants have inspected the Premises, furnishings, equipment, heating, electrical and plumbing systems, building grounds and appurtenances, accept the same “AS IS” and acknowledge that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Landlord's copy of this agreement.
8. UTILITIES. Tenants shall pay for all utilities services and charges, except _____.
9. PETS. No animal or other pet shall be kept on or about the premises, without the prior written consent of the Landlord.
10. SECURITY. Tenants acknowledge that Landlord has made no representation that the property is a “secure” complex and that Tenants are safe from theft, injury or damage. Gates, camera equipment, fences and locks are provided primarily for the protection of Landlord's property and are not a warranty of protection nor are they specifically provided for the protection of Tenants or guest's person or property. Tenants shall take appropriate measures to protect their own property and report to the Police any suspicious activities, persons or events occurring on or about the general premises.
11. QUIET ENJOYMENT/USE. Upon payment of rent and compliance with the obligations contained herein, Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby residents to include having loud or late parties or playing loud music. Tenants shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement and Landlord may take legal action to terminate the Agreement and remove Tenants.
12. JOINT AND SEVERAL LIABILITY (CO-TENANTS). If more than one Tenant enters into this Agreement (“roommates”), the obligations are joint and several; each such Tenant is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Tenants remain in possession of the premises. Any breach of abandonment by any one or more of the Tenants shall not terminate the Agreement nor shall it relieve the remaining Tenants from fulfilling the terms of the Agreement. Should one or more of the Tenants terminate their tenancy apart and separately from other tenants, no right to have another person substituted in their stead shall exist. Changes in residents during the rental term must be approved in advance by Landlord.
13. CARE AND MAINTENANCE. Tenants agree to keep the premises clean, in good order and repair, and free of trash and unsightly material and to immediately notify Landlord of any defects or dangerous conditions in or about the premises, particularly any water penetration. Tenants shall reimburse Landlord for the cost to repair damage by Tenants through misuse or neglect including plumbing stoppage. Except as provided by law, no repairs, decorating or alterations shall be done by the Tenants without the Landlord's prior written consent. Tenants shall not add nor change any lock or locking devise, bolt or latch on the premises.
14. RIGHT OF ENTRY. Landlord or Landlord's agents shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective tenants; when the Tenants have abandoned or surrendered the premises; pursuant to court order; or for any lawful purpose. Except in cases of Emergency, Landlord shall give Tenants reasonable notice of intent to enter. Tenants may be present, however, such entry shall not be conditioned upon such presence and Tenants agree to indemnify and hold Landlord free and harmless for such entry. Tenants acknowledge that Landlord is entitled to a key to the Premises and may use the same for entry as provided herein or by law.
- AS REQUIRED BY LAW; YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY AND/OR YOUR CREDIT MAY BE CHECKED PERIODICALLY.
- INITIAL _____
15. VEHICLES AND PARKING. Landlord reserves the right to control the method of parking and to tow away, at Tenants' expense, any vehicle causing an unsafe/hazardous condition or parked in spaces not authorized by Landlord. No automobile or any other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle is insured for public liability and property damage; is operable, currently registered, free of any leaking fluids, and in compliance with governmental noise limitations. Upon seven (7) days written notice to Tenant, Landlord may terminate Tenant's parking privilege or change the size and/or location of Tenant's parking space or storage space.
16. LIABILITY/DAMAGE RESPONSIBILITY. Tenants agree to hold Landlord harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Tenants, his guests or invitees, or occurring on the premises rented for Tenants' exclusive use. Tenants expressly absolve Landlord from any and all liability for any loss or damage to Tenants' property or effects arising out of water leakage, or breaking pipes, or theft, or other causes beyond the reasonable control of Landlord. This includes damage to Tenants' or guest's vehicle while parked on the property. In the event the premises are damaged by fire or other casualty, Landlord shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Tenants terminating this Agreement. Landlord shall not be required to repair or replace any property brought onto the premises by Tenants. Tenants agree to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Tenants' negligence. Tenants are encouraged to carry a standard renter's insurance policy or as an alternative, warrants that they will be financially responsible for losses not covered by Landlord's fire and extended coverage insurance policy. In no event shall Tenants be entitled to any compensation or damages due to any extra expense, annoyance, or inconvenience for loss of use due to a casualty beyond the control of the Landlord.
- 17: SUBLEASING/ASSIGNMENT. Tenants shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. Any such action without prior consent is void.
18. TERMINATION: CLEANING/REPAIRS. Upon termination of the tenancy, Tenants shall leave the premises in a clean and orderly condition free of trash and personal property. If this is not done, Tenants expressly agree that Landlord shall perform all cleaning services, including carpet cleaning/repair, which may be required at Landlord's discretion to restore the premises to Landlord's standards for new occupancy. The costs incurred by Landlord for such services shall be deducted from Tenants' security deposit. If Landlord is required to perform any painting, repair or renovation as a result of Tenants' decoration, modification or damage, regardless of the cause, the cost shall be deducted from Tenants' security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this tenancy, Tenants shall immediately, upon written notice, pay Landlord any additional sums necessary to pay all such charges in full.

19.ATTORNEY FEES. In addition to all other relief, if any legal action or proceeding be brought by either party to enforce any part of the Agreement, the prevailing party shall recover reasonable attorney fees and costs not to exceed \$500.

20. RULES AND REGULATIONS. Tenants acknowledge receipt of, and have read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Landlord may terminate this Agreement, as provided by law, if any of these Rules and Regulations are violated. Such Rules and Regulations may be amended from time to time upon giving notice to residents.

21. GUARANTORS. In the event Landlord shall require a guarantor for the obligations of Tenants, a Continuing Guarantee shall be executed by the guarantor and this guarantee shall become part of the Agreement. Tenants agree to keep the guarantor informed of any default by them.

22. SMOKE DETECTION DEVICE. The premises are equipped with smoke detection device(s), and: (a) the resident acknowledges the smoke detector(s) was/were tested and its operation explained by management in the presence of the resident at time of initial occupancy and the detector(s) in the unit was/were working properly at the time, (b) each resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detectors) is/are operating properly, and immediately inform the Landlord in writing, of any malfunction. INITIAL_____

23. TERMINATION. If Tenants wish to vacate at end of lease term, written notice of intent to vacate must be given to Landlord at least 30 days prior to the end of the lease term, or, if on a month to month basis, 30 days prior to the date Tenants intend to vacate. If Tenants fail to give such notice when required, this Agreement shall continue in full force and effect. Until written notice is received in the Administration Office, Tenants shall be liable for rent under the terms of the Agreement. Once Tenants establish a move out date in writing in the Administration Office and the unit has been re-rented for a move-in based on this date, Tenants shall vacate as scheduled. Failure to do so shall result in DOUBLE rent being charged for each day of continued occupancy.

24. RENEWAL/HOLDING OVER. At the expiration of a fixed term lease, Tenants may, at the option of the Landlord, continue tenancy on a month-to-month basis or by an extension of this lease for an additional fixed term providing such extension is executed by both parties in advance of the lease expiration date. In the absence of any communication between both parties, the tenancy shall continue on a month-to-month basis including any changes, i.e. rent adjustment, having been made by Landlord with properly written notice.

25. ENTIRE AGREEMENT. Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing and signed by the Landlord and Tenants. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

26. SUBORDINATION. This Agreement and the rights granted to Tenants by the Agreement are and shall be subject and subordinate at all times to the liens of all deeds of trust or mortgages now or hereafter affecting or encumbering all or any part of the premises. The subordination of this Agreement as set forth herein is self-operative and no further instrument of subordination is required. Tenants agree however, at the request of Owner, to promptly execute, acknowledge and deliver any instrument requested by Owner to evidence the subordination. Tenants agree to attorn to and recognize any purchaser of the Premises by virtue of a foreclosure or deed in lieu of foreclosure.

27. GENERAL. Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder except there shall be no assignment or subletting by Tenants.

28. CONDEMNATION. In the event of a condemnation of the entire premises, the Agreement shall terminate as of the date of the condemnation. In the event of a condemnation affecting only a portion of the premises, the Agreement shall, at Landlord's option, terminate.

29. LANDLORD'S REMEDIES. In the event of a default by Tenants, Landlord may elect to continue the Agreement in effect and the Landlord has the remedy described in California Civic Code Section 1951.4 (lessor may continue Lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). In the event Landlord terminates Tenants' right to possession, it shall be entitled to recover from Tenants all amounts available at law and in equity, including but not limited to: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination, (ii) the worth at the time of award of the amount by which the unpaid rent would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenants prove could have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenants prove could have been reasonably avoided, and (iv) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenants' failure to perform their obligations under this Agreement including the sum of \$375 to cover Landlords administrative and re-marketing costs. INITIAL_____

30. NON-CURABLE BREACH OF AGREEMENT: The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises; (b) Arrest of Tenants; family member, occupant, guest or visitor for possession/sale/ storage of any narcotic/controlled substance /chemical or herbal contraband in or about the Premises; (c) Failure to permit Landlord's entry of the Premises following receipt by Tenants of written notice of Landlord's intent to enter the Promises; (d) Failure to cooperate with Landlord or any pest controller/fumigator/exterminator following receipt by Tenants of notice that such services will be performed in or about the Premises; (e) Defaults by Tenants causing Landlord to serve more than two notices to pay or quit, or perform or quit, in any twelve (12) month period, whether or not Tenants subsequently cures such defaults; (f) A misrepresentation or material omission on Tenant's Rental Application; (g) Delivery of any security door/gate key to anyone not a party to this Agreement; or (h) Failure to comply with any demand by Owner concerning Tenant's parking privilege.

31. PEST CONTROL/FUMIGATION/EXTERMINATION: Upon demand by Landlord, Tenants shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Tenant's absence. Tenants shall comply forthwith, at Tenant's expense, with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine.

32. ESTOPPEL CERTIFICATE: Within ten (10) days after written notice, Tenants agree to execute and deliver an estoppel certificate as submitted by Landlord acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Tenant's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.

LEAD WARNING STATEMENT

33. ☐ LEAD DISCLOSURE: If checked, the Premises were built prior to 1978 and the following must be completed by the Landlord, Tenants and Real Estate Agent, if any.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE (Initial where appropriate)

_____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

_____ See Attached. (A separate form is attached disclosing Landlord's information.)

TENANT'S ACKNOWLEDGMENT (Initial)

_____ Tenants have received the pamphlet "Protect Your Family from Lead in Your Home".

_____ Tenants agree to promptly notify Landlord in writing of any deteriorated and/or peeling paint.

REAL ESTATE AGENT'S ACKNOWLEDGMENT (Initial, if agent involved)

_____ Real Estate Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a sex offender identification line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

IN SIGNING THIS AGREEMENT THE PARTIES HERETO INDICATE THAT THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL THE TERMS, COVENANTS AND CONDITIONS STATED THEREIN. TENANTS ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT WITH ALL ADDENDUMS.

| | |
|------------------------------------|-------------|
| This Agreement is executed on_____ | TENANT_____ |
| DOMINO REALTY MANAGEMENT COMPANY | TENANT_____ |
| By:_____ | TENANT_____ |
| | TENANT_____ |

