

STANDARD LEASE AGREEMENT

This Agreement, dated **December 16, 2023**, by SKTT LLC hereinafter known as the "Landlord" AND **Name: Caylee Park; Cell: +1 (213) 393-3900 Email: cayleepark19@gmail.com** hereinafter known as the "Tenant" agree to the following:

OCCUPANT: The Premises "24919 Tulip Avenue, Loma Linda, CA 92354" is to be occupied strictly as a residential dwelling with only Tenant as mentioned above as the resident.

OFFER TO RENT: The Landlord hereby rents to the Tenant, subject to the following terms and conditions of this Agreement as well as "House Rules" agreement, the one room, specifically the **One Room** with shared bathroom in the single-family home with the address of 24919 Tulip Avenue, Loma Linda, CA 92354, hereby referred to as "Premises" or "unit" or "room." The Landlord may also use the address and/or emails for notices sent to the Tenant.

PURPOSE: The Tenant and any resident may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service, or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Room is furnished with a full mattress, bed frame, bedside lamp & table, desk, chair, and closet. All furnishings will remain in the room in the same condition (or replaced with similar condition by the tenant) upon departure.

APPLIANCES: The Landlord shall allow the use of the following appliances: Washer and Dryer (for Laundry), Refrigerator & Freezer, Oven & Stove. Any damage to the Landlord's appliances shall be the liability of the Tenant and will be replaced by the tenant. Upon vacating the premises, any damage to any appliances that is not reasonable wear-and-tear, to be billed directly or less the Security Deposit.

LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on **December 16, 2023** and ending on **December 16, 2024 or later as agreed by both parties**. Renewal shall be available as a priority until graduation from LLU. At least a 30 day notice in writing to vacate will be given prior to move out.

RENT: Tenant shall pay **\$1,000.00** to the Landlord in equal monthly installments of "Rent". The Rent will be due on the **16th** day of every month and be paid through an electronic payment known as Automated Clearing House or "ACH", wire, cashier's check, Venmo, or Zelle.

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of \$150 (One hundred and fifty US Dollars).

LATE FEE: If "rent" is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of: **\$150 daily (One hundred and fifty US Dollars)** for every day the rent is late after the 1st Day rent is due.

PRE-PAYMENT OF FIRST MONTH'S RENT: Prior to moving in, the Landlord requires pre-payment of the first month's rent (\$1000) by the Tenant.

SECURITY DEPOSIT: A security deposit of \$1000 (one month's rent) will be required upon signing of the lease.

POSSESSION: Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. (see checklist below) Tenant agrees to leave the same condition when moving out and have it thoroughly or professionally cleaned including glass shower doors after all personal items have been removed. Tenant agrees to schedule a "Walk through" after the cleaning process has been completed. Cleaning free of \$150 min or must clean all surfaces including floor and wall spaces.

ACCESS: At the start of the Lease Term, the Landlord agrees to give access to the Tenant in the form of keyless security entry as needed to enter the common areas and the specific room. Tenant agrees not to share this code with anyone else to maintain the security of the Premises. At any time during the Lease Term, the Landlord reserves the right to change this code if any breach is found in maintaining the security of the Premises.

MOVE-IN INSPECTION: Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

SUBLETTING: The Tenant shall **not** have the right to sublet the Premises or any part thereof. (Subletting includes short-term rentals like AirBnB and VRBO.)

ABANDONMENT: If the Tenant vacates or abandons the property for a time-period that is the minimum set by State law or fourteen (14) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement. Tenant agrees to inform the Landlord of long extended trips beyond 14 days.

ASSIGNMENT: Tenant shall **not** assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed consent to any subsequent assignment.

PARKING: The Landlord shall not provide parking. Street parking is regulated by the City of Loma Linda and requires a permit. Tenants will be responsible to obtain a permit by the City of Loma Linda if needed.

RIGHT OF ENTRY/ACCESS: The Landlord shall have the right to enter the Premises in the common areas at any time. For access into any individual bedrooms, the Landlord will provide a written request at least 24 hours in advance notice, in accordance with the minimum State requirements for inspection, or to make necessary repairs, alterations or improvements, to

supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice. For emergency situations, Landlords will access the Premises for assessment and information and safety without notice at any time during any emergency.

UTILITIES: The Landlord shall pay for all utilities, including internet, trash, water & sewage, gas, and electricity. Tenant agrees to communicate and comply with the utility company's requests. ANY Tenant abusing the utilities, like lowering the thermostat lower than 77 degrees or leaving water running or taking long showers or leaving outside doors open will be charged additional fees based on usage. Tenants will report abuse by other tenants directly to the Property Manager as soon as possible. Every effort to conservation of utilities will be agreed by all tenants.

MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant shall, at their own expense and at all times, maintain the premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may **not** make any alterations to the leased premises without the consent in writing of the Landlord. The Tenant shall be responsible for repairs to the specific room under \$100. Repairs to shared appliances, common areas and exterior of the building will be dealt with on a case by case basis. The Tenant will place fresh batteries in all battery-operated smoke detectors when it beeps. It is the responsibility of the Tenant to replace batteries when needed.

EARLY TERMINATION: The Tenant may **not** be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such a case, the Tenant may be able to cancel in accordance with any local, state, or federal laws.

PETS: The Tenant shall **not** be allowed to have any pets.

NOISE/WASTE: The Tenant agrees **not** to commit waste on the premises (i.e., any action that damages or destroys the value of the property), maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances. The Tenant agrees to follow the "House Rules" as a part of this Agreement.

GUESTS: There shall be no other persons living on the Premises other than the Tenant. Guests of the Tenant are allowed for periods not lasting for more than two days over any 2 month period, unless otherwise approved by the Landlord.

SMOKING POLICY: Smoking of any kind on the Premises is **strictly prohibited** on the entire property, including individual units, common areas, and adjoining property.

COMPLIANCE WITH LAW: The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

DEFAULT: If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed in accordance with the respective State laws; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANTS OR OCCUPANT(S): Each individual that is considered a Tenant as part of this lease agreement is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation. The Tenant agrees to follow the "House Rules" as a part of this Agreement.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES: The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premises within the Landlord's reasonable judgment; or (b) Mutually agreed notification in writing by both Landlord and Tenant. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement.

RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or canceling services or utilities, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Landlord for breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

EQUAL HOUSING: Prior to move-in, if the Tenant possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment of the Tenant is/are encouraged to be provided by the Tenant and notified prior to move-in to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS MATERIALS: The Tenant agrees to **not** possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

WATERBEDS: The Tenant is **not** permitted to furnish the Premises with waterbeds.

INDEMNIFICATION: The Landlord shall **not** be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

NOTICES: Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses: SKTT LLC
24919 Tulip Ave
Loma Linda, CA 92354
909-770-9980

Tenant's Permanent Phone/Email/Mailing Address to Forward Mail

PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by

written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

BED BUGS: The Landlord acknowledges that there is **no** existence of bed bugs on the Premises. In addition, Tenant has inspected any existing furniture and confirmed that bed bugs do **not** exist on the Premises. It is the responsibility of the Tenant to ensure **no** bed bugs come into the Premises at all times.

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

SERVICE MEMBERS CIVIL RELIEF ACT: In the event the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause.

LEAD PAINT: The Premises was painted 2022 without lead paint. Special paint was used throughout the house without harmful chemicals, a particular grade called VoE with additional cost was used to paint the entire house. Special care to the walls are important to the upkeep of this paint. This property does not have lead paint and fulfill obligations under 42 U.S.C. 4852(d) and is made aware to ensure compliance.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of California.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments "House Rules" or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

All the parties have agreed and executed both "Standard Lease Agreement" and "House Rules".

AMOUNT (\$) DUE AT SIGNING Security Deposit: \$_____

Proof of Income: Offer letter and pay stub, and/or notarized letter of rent guarantee
Letter of recommendation from previous landlord.

AMOUNT (\$) DUE PRIOR TO MOVE-IN: First Month's Rent: \$_____

If needed; Move-in Checklist Private Bedroom being Leased

Write the condition of the space along with any specific damage or repairs needed. Be sure to write any repairs needed such as paint chipping, wall damage, or any lessened area that could be considered maintenance needed at the end of the lease, and therefore, be deducted at the end of the Lease Term.

Condition _____ Specific Damage _____

I, a Tenant on this Lease, have sufficiently inspected the entire Premises and confirm above-stated information. Move out condition shall be like this condition or better. If there are any discrepancies, please communicate in a timely manner about the change in condition of the room as well as all furnishings provided. (Photos are encouraged with date stamps for clarification of the current situation.) Tenant agrees to return the room in the same condition upon departure at the end of the lease term.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

We, the tenant and Landlord on this Lease, have sufficiently inspected the Premises and confirm above-stated information.

Landlord signed, Linda Kim Date: December 16, 2023

Tenant's Signature _____ Date _____