RMC

RENTAL AGREEMENT AND/OR LEASE

ROXBURY MANAGEMENT COMPANY

The Rental Agreement, and/or Lease			es whose signatures appear below have agreed DWNER" and
OWNER for use SOLELY AS A PRIVATE	RESIDENCE, the premises known as Ap		RESIDENT and RESIDENT agrees to rent/lease from
1. TERMS: RESIDENT agrees to pay in ac		the day of each month.	This agreement shall commence on
A. until, 20as of this time period, he/she shall be liable for	a leasehold. Thereafter it shall become or all rent due until such time that the Ar	partment is occupied by an OWNER appro	should move from the premises prior to the expiration ved paying RESIDENT and/or expiration of said time treceived by RESIDENT and/or new owner approved
B. on a month-to-month tenancy until eit	ther party shall terminate this agreement	by giving a written notice of intention to terr	ninate at least 30 days prior to the date of termination.
2. PAYMENTS: Rent and/or other charges	are to be paid at the office or apartment of	f the manager of the building or at such other	r place designated in writing by OWNER. For the safety le. OWNER acknowledges receipt of the First Month's
			to be made payable to:
The total of the above deposits shall secure been completely vacated less any amount and/or common areas above ordinary wea presented to RESIDENT within 21 days of OWNER. During the term of tenancy, RESI	e compliance with the terms and condition necessary to pay OWNER: a) any unpai r and tear, and e) any other amount leg move-out. If deposits do not cover such DENT agrees to increase the deposit	ns of this agreement and shall be refunded d rent, b) cleaning costs, c) key replaceme ally allowable under the terms of this agrecosts and damages, the RESIDENT shall is upon 30 days written notice by an amound the statement of the statement o	hree times the monthly rent for furnished apartments. to RESIDENT within 21 days after the premises have int costs, d) costs for repair of damages to apartment ement. A written accounting of said charges shall be immediately pay said additional costs for damages to int equal to any future increases in rent and/or an ent may at no time apply Security Deposit toward
4a. LATE CHARGE: A late fee of \$50.00 sh been given.	nall be added to any payment of rent not	made before three (3) days after the due da	te or for which a deficient (bounced) check shall have
4b. RETURNED CHECK CHARGE: A fee	of \$ for eac	h returned check will be assessed.	
5. UTILITIES: Resident agrees to pay for a	all utilities and/or services based upon oc	ccupancy of the premises except	··································
6a. OCCUPANTS: Guest(s) staying over individuals and/or animals, AND NO OTH advance_	7 days without the written consent HERS shall occupy the subject apartm	of OWNER shall be considered a brea nent for more than 7 days unless the exp	ch of this agreement. ONLY the following listed pressed written consent of OWNER is obtained in
shall occupy the premises. RESIDENT sh	nall pay the same additional monthly re	ent for each additional animal in excess	ch additional guest in excess of the above named of the above named animal(s) which shall occupy ent nor convert the status of any "guest" into a
6b. KEYS: Apartment and/or building keys the use of said keys to anyone other than the	are the property of OWNER and are for hose persons specified in Item 6a. above	the express use of named residents ONLY , without the express written consent of ow	Resident shall not duplicate, circulate, loan or afford ner.
7. PETS AND FURNISHINGS: No liquid-fill or affect insurance rates, musical instrumen amount of time, without obtaining the prior was 30 day written notice. In the event laws a there shall be minimum additional rent of \$\frac{1}{2}\$	led furniture, receptacle containing more it, Item(s) of unusual weight or dimension vritten consent and meeting the requirem re passed or permission is granted to ha 525 a month for each such item if anoth	than ten gallons of liquid, highly combustible, animal, fowl, fish, reptile, and/or pet of an ents of the OWNER. Said consent, if grante tive any item prohibited by this agreement of a ramount is not stated in this agreement, be event laws are passed or permission is	e materials or other items which may cause a hazard y kind shall be kept on or about the premises, for any d, shall be revocable at OWNER'S option upon giving or if for any reason such item exists on the premises, RESIDENT also agrees to carry insurance deemed granted to have a pet and/or animal of any kind, an g with the signing of OWNER'S "PET AGREEMENT."
those approved vehicles listed on RESIDEN be used for the washing, painting, or repair	ITS "Application to Rent/Lease" or attach of vehicles. No other parking space shall	roperty, the parking space shall be used exc led hereto. RESIDENT is hereby assigned be used by RESIDENT or his quest(s). RE	clusively for parking of passenger automobiles and/or parking space # Said space shall not SIDENT is responsible for oil leaks and other vehicle privilege, not a right, which may be eliminated for
9. NOTICES: All notices to RESIDENT sha	Il be served at RESIDENT'S apartment a	and all notices to OWNER shall be served	at Manager's apartment or at
10. RESIDENT acknowledges receipt of the ☐ Lease Addendum – Rules, Regulations & Required Notices	e following which shall be deemed a part	t of this Agreement: (Please check) Apartment Keys	☐ Security Deposit Agreement
Pet Agreement	Certificate of Registration** **Rent Stabilization Ordinance	LA Code Enforcement Fee LA City Ord. #172537	
Crime Free Lease Addendum	Buildings Only	\$ per Month	
11. ADDITIONS AND/OR EXCEPTIONS: _			

- 12. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.
- 13. LOITERING AND PLAY: Lounging, playing, or unnecessary tollering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
- 14. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, FIESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
- 15. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, appliances, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good and satisfactory condition except as may be indicated clsowhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpots, drapes, walls. fixtures and/or any other part of the premises, do not constitute reasonable wear and tear.
- 16. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecende, change or install locks, install antenna or other equipment, serews, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the promises without the written censent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and somitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as are not normally acceptable by the garbage hauter for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken benes, toothpicks, materi sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks.
- 17. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet and laundry reles which may be changed from time to linio. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, perking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry) which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
- 18. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
- 19. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-menth but may be terminated by either pady giving to the other a 30 day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of ati RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date fail to vacate all possessions on or before the termination date. RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new RENTERS.
- 20. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums poid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
- 21. INSURANCE: RESIDENT acknowledges that OWNER'S incurance does not cover personal preperty damage caused by fire, thoft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be field liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.
- 22. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of chargency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, landers, for smoke alaum inspections, and/or normal inspection and repairs. Normal business hours shall be 9:00 AM to 6:00 PM, Monday through Saturday except holidays and 10:00 AM to 5:00 PM on Sundays. Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S USE. Apartments will be inspected on a periodic basis.
- 23. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 24. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 25. NO WAIVER: OWNER'S acceptance of ront with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 26. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable atterney's fees and costs, not to exceed \$500.00, in addition to other damages awarded. Due to the over increasing fees that can be charged by attempts, it is agreed by the parties that both sides will waive their right to a jury trial.
- 27. ABANDONMENT: Abandonment shall be governed by California Civil Code Section 1951.2. If any rent has remained unput of the precise days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER's intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 28. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnity OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
- 29. Pursuant to Section 1785.26 of the California Civil Code, 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, if you fail to fulfill the terms of your credit obligation.

30.	Lead Notification Picquirements (for rental units built before 1978). RESIDENT acknowledges receipt of the following: Lead Based Paint Disclosure Form AOA #134 Pampilet - EPA 747-K-94-001	
31.	VOLUNTARY VACANCY: If and when RESIDENT voluntarily vacates the premises, RESIDENT hereby agrees to immediately sign a statement, at no cost to	o OWNI

- 31. VOLUNTARY VACANCY: If and when RESIDENT voluntarily vacates the premises, RESIDENT hereby agrees to immediately sign a statement, at no cost to OWNER or RESIDENT, that meets the requirements necessary to substantiate and prove for any governmental purposes, such as rent centrol laws, that RESIDENT did in fact, voluntarily vacate. If RESIDENT fails to sign the required statement within three days after vacating, RESIDENT shall be liable to OWNER for the amount of all losses reasonably suffered by OWNER as a result of not being able to claim a voluntary vacancy. Said loss may substantially exceed RESIDENT'S Security Deposit.
- 32. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No craf agreements have been entered into, and all modifications or notices shall be in writing to be valid.
- 33. RECEIPT OF AGREEMENT: The undersigned RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

diluvoi lease.			
Owner/Agent	Date	Resident	Date
Owner/Agent	Dale	Resident	Date