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Apartment No. _____

STANDARD MONTH TO MONTH RENTAL AGREEMENT



(Consult with your attorney about local technicalities or changes in the law subsequent to the revision date.)

OWNER: _____

RENTER: _____

PRE-MISES: _____ CA _____

APT.NO.	ADDRESS	(ST., AVE., PL., BLVD., ETC.)	ZIP CODE
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Owner and Renter agree that Renter's performance of and compliance with each of the terms hereof, and with Owner's House or Pool Rules (if any) which are incorporated herein by reference, constitute a condition on Renter's right to occupy the Premises. Any failure of compliance or performance by Renter shall allow Owner to forfeit Renter's right to possession. All persons designated as "Renter" are jointly and severally liable for all "renter" obligations.

- | | | | |
|--------------------------------|----------|------------------------------------|--------------------|
| A. Rent Start Date | _____ | I. Storage Space | _____ |
| B. Rent per Month | \$ _____ | J. Maximum Occupancy per Agreement | _____ |
| C. Day of Month Rent Due | _____ | K. Named Renter | _____ |
| D. Late Rent Charge | \$ _____ | L. Added per Occupant Rent | \$ _____ |
| E. Returned Check Charge | \$ _____ | M. Owner's Personal Property | _____ |
| F. Security Deposit | \$ _____ | N. Pets | _____ |
| G. Owner Paid Utilities | _____ | O. Inspection Consent | Circle One: Yes No |
| H. Parking Space (Lic./Space#) | _____ | See Paragraph 9 | |

P. Required Notices: RENT:

Person/Address/Telephone No. where and to whom rent to be paid: _____

Days and times on which rent is to be paid: _____

LEAD:

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, owners must disclose the presence of known lead-based paint hazards in the housing premises. Also Renter must receive a federally approved pamphlet on lead poisoning prevention.

____ **Agent's initials** mean Agent has informed Owner of Owner's obligation to disclose any known facts about lead based paint on the property under 42 USC 4852D, and is aware of his/her responsibility to ensure compliance.

____ **Owner's initials** mean the Premises were built before 1978.

____ **Owner's initials** mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead based paint in or on the Premises.

____ **Owner's initials** mean Owner has information about lead in or on the Premises which is disclosed on the attached lead-based paint disclosure form and has provided renter with all available reports and records.

____ **Renter's initials** indicate that Renter has received copies of all information listed above and has received the pamphlet entitled "Protect Your Family From Lead In Your Home" and Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

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

CHEMICALS:

____ **Renter's initials** indicate that Renter has received a copy of a "chemicals used notice" from Owner's pest control company (Civil Code

1940.8) which must be provided to tenant if, and only if, there is a written pest control contract in effect.

1. **Rent/Late Rent Charge:** Should the Rent Start Date (Section **A**) be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and in the amount set out in Sections **B** and **C** plus, after required notice, any additional fees, taxes or assessments authorized for pass-through to Renter. If Renter fails to pay any rent as and when due, Renter shall pay a (one-time per such unpaid amount) Late Charge as set out in Section **D**. Said late charge constitutes a reasonable effort by the parties to estimate fair compensation inasmuch as it would be impractical or extremely difficult to fix the actual damage caused by renters default. If Renter's check is returned "NSF," Renter shall pay a Returned Check Charge set out in Section **E** and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge are payable on owner's demand and non-payment shall constitute a breach of this agreement.
2. **Security Deposit:** Renter shall pay to Owner the total Security Deposit set out in Section **F** to secure **Renter's** compliance with all terms of this Agreement and Owner's Rules and Regulations. (In addition to the first month's rent, Owner may demand only a security deposit equal to two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments.) No portion of the Security deposit shall be deemed rent for any rental month unless Owner so elects in writing, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Within 21 days after Renter totally vacates the Premises, the Security Deposit shall be returned (mailed by first class mail, postage pre-paid, to Renter's last known address) by check made payable to all those designated as "Renter" jointly, whether or not one or more have vacated previously, less the amount(s) used for the purpose(s) specified in Civil Code Section 1950.5, plus an itemized statement (on the refund check or otherwise) showing the total amount of the Security Deposit and the amount of any deduction therefrom. If the Security Deposit is insufficient for any such authorized purpose, Owner may collect the deficiency from Renter. With Owner's consent, Renter may make the Security Deposit by installment payments. Failure to pay any Deposit Installment when due shall constitute a default. Renter agrees that Owner may deduct from the Security Deposit the amount necessary to compensate Owner for: (a) Any Renter default under the Rental Agreement, (b) Cleaning of the Premises, (c) Repair of any damage thereto, or (d) Restoration, replacement or return of any personal property or appurtenances, exclusive of ordinary wear and tear, all pursuant to Civil Code Section 1950.5, as may be set out in a Security Deposit Agreement.
3. **Utilities:** Renter shall pay for all utilities supplied to the Premises except those set out in Section **G**. If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designated, henceforth, to Renter and place the same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount, Owner may recover it from Renter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.
4. **Parking/Storage Rules:** If Renter is assigned a parking space on Owner's property, set out in Section **H**, Renter shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property. Renter shall not assign or sublet any such parking space and Owner may have unauthorized vehicles towed away. Upon seven (7) days written notice to Renter, Owner may terminate Renter's parking privilege or change the size and/or location of Renter's parking space or storage space described in Section **I**.
5. **Named Renter/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Section **J**, unless required by law, nor by any person other than the Named Renter set out in Section **K** without the advance written consent of the Owner and at the additional rent set out in Section **L** or prescribed by law. Renter's right to possession shall not be assigned nor sublet.
6. **Good Condition Receipt:** Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment **provided by Owner and set out in Section M**, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "**AS IS**" and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Owner's copy of this Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination of the tenancy, Renter shall return the Premises to Owner in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owners copy of this Agreement. Renter's "**GOOD FAITH**" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing deficiency.
7. **Maintenance and Repair/Alterations:** Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures; (d) not permit any person in or about the Premises with Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the appurtenances thereto or thereon, nor him/herself do any such thing; (e) not tamper with nor remove any smoke detector nor fire alarm equipment, and advise Owner immediately of any equipment malfunction. Renter shall be liable for any damages caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises, nor paint, nor wallpaper any portion thereof, nor repair any damage thereto, except through licensed, insured professionals approved in advance by Owner in writing before or after an Initial Inspection

on termination per Civil Code Section 1950.5. Renter shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner in or about the Premises except those which may be supplied by Owner.

8. **Damage/Destruction:** If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Owner and Renter, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.

9. **Inspection/Entry:** Owner may enter and inspect the Premises, during business hours and upon reasonable notice to Renter, without Renter's presence, for any lawful purpose. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Owner with a key to any such device, forthwith, on demand. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law. If you circle "Yes" in Section O, you consent to unannounced entry of your apartment by government inspectors, without your presence.

10. **Rules and Regulations:** Renter, and all persons in or about the Premises with Renter's consent, shall comply with all Rules and Regulations made by Owner, from time to time, and delivered to Renter, including House and Pool Rules. Owner shall not be obligated to enforce any such Rules and Regulations, or the terms of any other Agreement, and Owner shall not be liable to Renter for any violation of such Rules and Regulations or other Agreements by any other Renter or person. Renter understands that the Premises are not in a full security complex and that Owner does not guarantee to employ security personnel to patrol the Premises to provide for Renter's safety. Owner does not take responsibility to mediate disputes between or among Renters and the obligation to resolve disputes with others on the Premises is accepted by Renter as one of the obligations of the tenancy. Each Renter assumes the risk of residing on the premises for himself or herself, his/her or their children and/or personal property without recourse against the Owner or Manager of the Premises.

11. **Insurance:** In consideration of this rental, Renter shall obtain and pay for any insurance coverage necessary to protect Renter from any loss or expense due to personal injury or property damage, including but not limited to that caused by any act or omission of any party, including Owner or co-tenants, criminal act, war, riot, insurrection, fire or act of God. The amount of monetary damage caused to Owner by renter's breach of this agreement shall be deemed to be an amount equal to the amount of any loss sustained by renter by any such act or event and shall offset any claim by Renter against Owner.

12. **Compliance With Laws:** Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other renter, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.

13. **Notice Of Termination:** If Tenant intends to vacate the premises, Tenant shall give Owner written notice of that fact. Tenant shall be liable to pay all rent due through the later of: 30 days from the service on the Owner of Renter's notice, or the date renter vacates the Premises.

14. **Waiver Of Default:** Owner's failure to require strict compliance with the terms of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, nor limit Owner's rights with respect to that or any subsequent default.

15. **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 resulting in the arrest and conviction of Renter for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Renter's Rental Application vitiating the tenancy.

16. **Pest Control/Fumigation/Extermination:** Renter shall inspect all of Renter's personal property, prior to move-in, for vermin infestation (including bed bugs) and take all the steps necessary to guarantee no "hitch hiking" vermin are moved into the Premises. Renter is obligated to notify Owner immediately of any evidence of vermin (including bed bugs) infestation. Any infestation found after 30 days of renter move-in conclusively shall be presumed to be renter's obligation to pay to eradicate. Forthwith, on demand, Renter shall: (A) Comply with all instructions from any pest exterminator or fumigator for Premises preparation, including proper bagging and storage of food, perishables and medicines; and (B) Vacate the Premises for a reasonable period to allow vermin eradication. Renter shall carry insurance to pay for any damage caused by vermin infestation.

17. **Pets/Water Beds/Musical Instruments:** Renter shall not bring or keep any pet (dog, cat, bird, reptile, etc.), liquid-filled furniture or musical instrument on the Premises, unless noted in Section N of Owner's copy of this Agreement. Liquid-filled furniture shall be accepted only with proof of \$100,000 insurance.

18. **Designation Of Parties:** The term "Owner" includes a "manager," "agent of the owner," "management company," "Trustee" of a Trust, or any other person or entity acting on behalf of the owner as the Lessor of the premises entitled to rent the premises, collect the rent for the premises, and prosecute eviction actions.

19. **Partial Invalidity:** If any portion of this Agreement is held invalid, it shall not affect the validity of any other portion of this Agreement.

20. **Attorneys Fees:** If any legal action or proceeding is brought by Owner or Renter related to this Agreement, the prevailing party shall be entitled to recover attorneys fees not to exceed \$500.00.

21. **Guarantor(s):** On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement provided by owner, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.

22. **Rent Acceptance:** Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.

23. **Credit Report:** As required by law, you are hereby notified that a negative credit report of any default reflecting on your credit record may be submitted to a credit reporting agency.

24. **Entire Agreement:** This Rental Agreement, together with any rules, regulations agreements or riders attached hereto and thereby incorporated into this Rental Agreement, constitutes the entire Agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Renter has relied on his own judgement in entering into this Agreement. Any modification of this Agreement, to have any legal affect, must be in writing and signed by owner.

25. **Estoppel Certificate:** Within 10 days after written notice, Renter agrees to execute and deliver an estoppel certificate as submitted by Owner 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 Renter's acknowledgment that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.

26. Additional Required Notices:

(a) Toxic Substance Warning Notice

The Owner is required to give you notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm. Please contact the owner for further information.

(b) Mold and Mildew Warning Notice

Mold and mildew may be injurious to one's health. Therefore, Renter acknowledges that: (a) Renter has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Renter has found no signs of moisture, mold or mildew therein; (c) Renter shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Owner of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Owner of any malfunction of ventilation, air conditioning or heating systems. Renter shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

(c) DOJ Notice

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.

(d) Expiration/Holdover/Death-Notice

Any holdover without Owner's consent shall be deemed a trespass and damages shall accrue at a daily charge equal to twice the pro-rated monthly Lease rent. A holdover with owner's written consent unless otherwise agreed, shall be a month-to-month tenancy subject to all covenants, and conditions of the Lease. A thirty day notice from Renter is required to terminate any such holdover tenancy. Renter's death shall not terminate any remaining rental obligation for the balance of the Lease-term but Owner, at Owner's option, may take possession of the Premises and re-rent them to mitigate any damages.

(e) Carbon Monoxide Device Notice

Renter Shall be responsible for notifying owner of any inoperable or deficient carbon monoxide device installed within Renter's unit.

(f) Tobacco Prohibition Areas

The landlord of the property on which your residential rental unit is located has prohibited the smoking of cigarettes or other tobacco products, described in Civil code Section 1947.5, in the following areas of the property: _____.

27. **West Hollywood Only:** See Exhibit A

Other Provisions:

If an addendum containing additional terms is attached hereto, those terms are incorporated herein by reference.

DATED _____

DATED _____

OWNER _____

RENTER _____
