



This is a sample lease and will not necessarily be the terms of your lease. Just use this lease as a guideline and do not assume your lease will be the same.

LEASE AGREEMENT

PARTIES:

SCSH,

Landlord/Lessor or its Agent, referred to as "OWNER"

Tommy Trojan

Resident(s)/Lessee(s), referred to as "YOU"

PREMISES: 2824 Menlo Ave., Los Angeles, Ca 90007

THIS IS A BINDING CONTRACT, THE PARTIES AGREE TO THE FOLLOWING:

SECTIONS:

- A. Rent Per Month: \$6450
- B. Rent Due Date: 1st
- C. Rent Start Date: August 5th, 2013
- D. Returned Check Fee: \$ 30.00
- E. Late Rent Charge: 5% of rent
- F. Security Deposit: \$13,900

G. Owner Paid Utilities and Services: Internet, water, monthly maid service, gardener

H. TERM

From and Including: August 5th, 2013 To and including: July 31st, 2014

I. Maximum Occupancy 7

AGREEMENT:

- 1. Rent:** You agree to pay Owner the Rent Amount (Section A), on the Rent Due Date (Section B) for each rental month in advance. If your check is returned unpaid by your bank for whatever reason, you agree to pay a Returned Check Fee (Section D) and Owner may demand that future rent payments be by cashier's check or money order.
- 2. Payment:** Your payment of rent and other charges are to be paid to online via the SC Student Housing website. You may call us at 310-363-0046.
- 3. Late Rent Charge:** If payment is not made on the website by the 3rd of each month (by 5:00 PM), you agree to pay a Late Rent Charge (Section E). It does not matter what day the 3rd falls on (it may be a Sunday). The late charge is presumed to be the damages sustained because of your late payment of rent. If your bank returns your check unpaid after 5 PM on the 3rd you also agree to pay the Returned Check Fee (Section D) in addition to the Late Rent Charge.
- 4. Security Deposit:** The required security deposit is \$12,900. \$6450 is due upon signing the lease and the 2nd half will be due along with the 1st months rent upon the beginning of the lease. The 2nd half of the deposit may be used for your last months rent if owner determines it is not required to fix major damage. The Security Deposit will be returned by check made payable to you, within 21 days after you completely vacate the Premises (the moment all sets of keys are returned to Owner). Owner will supply receipts for all repairs deducted from deposit. The amount necessary to compensate Owner for cleaning, damage to the Premises, or unpaid rent will be deducted from the Security Deposit. If the Security Deposit does not suffice, you agree to cover the deficiency. In other words, the Security Deposit shall not constitute a measure of Owner's damages.
- 5. Continuing Guarantee:** You agree to execute "Parental Guarantee's" and turn them in with your lease application. Failure to supply signed parental guarantees gives Owner the option to cancel this agreement. The Parental Guarantee provides for a Guarantor to cover any financial obligation under this Lease that you fail to fulfill. Owner agrees to notify Guarantor prior to initiation of legal action for violations of the conditions of this Lease. Parental Guarantee will continue thru any and all lease renewals.
- 6. Term/Renewal:** You agree to abide by this Lease for the entirety of its Term. After the Term, the property reverts back to Owner who retains an exclusive first right of negotiation. **The decision whether or not to renew your Lease shall be at owner's sole discretion.**

If all parties wish to renew lease, tenants agree to sign a new lease for an additional year. If a new

lease is not signed by owner's deadline of December 1, 2013, the apartment will be leased to another renter. No tenant will be bound for additional year if they do not sign new lease

7. Utilities: You agree to pay for all utilities supplied to the Premises except those paid for by Owner. You agree that your deposit will be deducted to pay for unpaid utility bills.

8. Joint and Several liability: The Premises will be occupied only by the Named Renters each of whom is an individual party to this Lease. The Named Renters are **jointly and severally responsible** for performance of all Lease obligations including the payment of rent. This means that all parties on the lease are responsible for the entire lease.

9. Assignment / Transfer Fee: You agree not to assign any right or obligation of this Lease, nor sublet any portion of the Premises without Owner's prior written consent.

10. Good Condition Receipt: The tenants acknowledge that the building was in good condition when they leased it and will return it in the same condition.

11. Damage/Destruction: Should the Premises become damaged, destroyed or otherwise totally uninhabitable, rent will abate and this Lease terminate if you decide to vacate the Premises. If you decide to remain, rent will not abate nor will there be any offset or reduction in rent, unless both parties agree. Owner is not responsible for loss or damage to renter's property. Renter agrees to furnish his/her own renter's insurance policy to protect their belongings in the event of water damage or other damage.

12. Abandonment: If you abandon the Premises prior to the expiration of the Term, you will be liable for the damages outlined in California Civil Code Section 1951.2 or 1951.4.25.

13. Compliance with Laws: You agree not to violate any law, commit any damage or nuisance in or about the Premises. You agree not to annoy any other tenant in any way, not to operate any business in or about the Premises, nor do or keep anything that may increase Owner's insurance premium.

14. Pets/Water Beds/Music/Musical Instruments: You agree not to bring nor keep any pet (dog, cat, bird, reptile, etc.), nor liquid-filled furniture unless permitted by Owner. Noise audible to any neighbor (from an instrument, stereo, voice, tv, etc.) is prohibited between the hours of 11:00 p.m. and 10:00 a.m.

15. Inspection/Entry: You agree to allow Owner's entrance and inspection of the Premises during business hours and upon no less than 24 hours notice, without your presence, for any lawful purpose. Business hours are 9:00 am to 5:00 pm Monday through Friday and 10:00 am to 2:00 pm Saturday. Owner may enter the Premises without advance notice in cases of emergency. You agree owner can make quarterly inspections to do routine maintenance checks. You agree not to add nor change any lock, locking device, bolt or latch on the Premises, nor otherwise restrict entrance.

16. Pest Control/Fumigation/Extermination: Upon demand by Owner, you agree to temporarily vacate the Premises for a reasonable period to allow pest or vermin control work.

17. Credit Report: As required by law, you are hereby notified that a negative credit report may be submitted to a credit-reporting agency if you fail to fulfill the terms of your financial obligations under this Lease.

18. Incorporations: The following documents are incorporations of this lease, and are valid upon the signature of each individual document: Parental Guarantee.

19. Additions and/or Exceptions

1. Tenants are responsible for replacing all light bulbs

2. \$5805 prorated rent is due for August.

20. Waiver of Default: Owner's failure to require strict compliance with this Lease, or to exercise any right provided herein, will not be deemed a waiver of such compliance or right by Owner. Also, Owner's acceptance of your rent with knowledge of any default by you will not be deemed a waiver of such default, nor limit Owner's rights with respect to that default. Even Owner's acceptance of partial rent after service of an Eviction Notice will not be a waiver of Owner's right to pursue the eviction under the notice.

21. Certain Waivers: In the event that this Lease or your assignment of this Lease could be construed to create a guarantor or surety ship relationship you hereby affirmatively waive any right to assert against Owner any defense (legal or equitable), set-off, counterclaim or other right, including, without limitation, (a) the right to require Owner to proceed against any other obligor and (b) the right to pursue any other remedy in Owner's power whatsoever.

22. Partial Invalidity: If any portion of this Lease is held invalid, it will not affect the validity of any other portion of this Lease.

23. Indemnification: You agree to indemnify Owner from any liability for personal injury or property damage including, but not limited to, that caused by the act or omission of any renter or guest, any criminal act. It is your responsibility to obtain and pay for any insurance coverage you deem necessary to protect you from any loss or expense that may be caused by such persons or events.

24. Non-Curable Breach of Agreement: Any of the following events will be deemed a non-curable breach of this Lease; (a) Police raid upon your Premises; (b) Your arrest for possession/sale/storage of any narcotic/controlled substance/chemical or herbal contraband in or about the Premises; (c) Failure to permit Owner's entry to the Premises following receipt of adequate notice; (d) Failure to cooperate with Owner or any pest controller/fumigator/exterminator following receipt of notice of such services; (e) Defaults by you causing Owner to serve **more than two** notices to pay or quit, in any twelve (12) month period; (f) A misrepresentation on your Rental Application; (g) Delivery of any security door/gate key to anyone not party to this Lease.

25. Entire Agreement: The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement to the contrary. You represent that you rely solely upon your own judgment, experience and expertise in entering into this Lease.

26. Cancellation Policy: There will be no cancellation once the lease is signed. Owner will hold on to your lease until you can find someone to take it over. If you DON'T find someone, you will be responsible to pay rent under the terms of the lease until you can find someone and will forfeit all deposit paid.

27. Privacy Policy: Southern California Student Housing LLC reserves the right to exchange information; including names, phone numbers and addresses, between guarantors for this lease, at the discretion of its staff.

28. Receipt of Agreement: By signing below, you represent that you have read and understand this agreement and hereby acknowledge receipt of a copy of this Lease.

29. Personal Property: Landlord is not responsible for any of your personal property. You are strongly encouraged to obtain renter's insurance for your own protection.

30. Parking: Landlord is not responsible for any damage or theft to cars parked on the property. **This unit comes with exclusive use of the driveway for parking. You can park up to the front of the house and cannot block the front yard.**

OWNER/AGENT

_____ Date

Southern California Student Housing, LLC

TEL# 310.363.0046

FAX# 310.388.0946

Renters

DRAFT