

Student Housing RENTAL AGREEMENT

(Property Address)

QUICK GLANCE

Premises: **(Property Address)** which includes common areas in the "Student Housing Project" (which is also known as "SHP").

Parties to Student Housing Rental Agreement:

- Tenant[s]: **(Tenants Name(s))**

(Hereinafter known collectively as "Tenant").

- Landlord: **(Property Specific Question)**

(Hereinafter known collectively as "Landlord")

by STUHO inc. Agent, Manager of "Student Housing Project" (SHP)

Rent per Month: **\$**

Rent Due Date: 1st Day of each Month

Rent Start Date:

Returned Check Fee: **\$50.00**

Late Rent Charge: 7% of monthly rent received after the 3rd day of the due date

Security Deposit: \$

Parking Space(s):

Parking Space Number(s):

License Plate Numbers:

Rental Term:

Landlord Owned Personal Property:

Pet (Y/N):

Utilities Included: (Property Specific Question)

Tenant Initials:

This agreement is entered in the **NUMBER** day of **MONTH, YEAR** by and between: **LANDLORD NAME**,
Landlord
Landlord rents to the Tenant[s]

(Tenants Names Here) Tenant[s]

Tenant[s] rents from the Landlord the Premises as described above under the Terms and Conditions that follow:

Only the named person[s] above shall occupy the Premises or any part of the Student Housing Project listed above and no other, without Landlords prior written consent. Tenants shall indicate next to their signature on the signature page their individual Premises number/letter of their personal choice in the Student Building Project.

This lease is a binding contract between both parties referenced. It specifies the terms of our agreement including without limitation- the rent, occupants, lease terms and our obligations to each other. Before you sign this Lease, read it carefully so that you understand all of its terms.

SECTION 1 - TERM

1.1 Term: Commencing on: **DATE** and ending on: **DATE** at 12:00pm NOON. If tenant[s] move in prior to the commencement date, all terms and conditions of this agreement shall be in full force. Landlord shall use its best efforts to put Tenant in possession of the Premises on the beginning of the Rental Agreement term. If Landlord is unable to timely provide the Premises, rent shall abate for the period of delay at the pro-rated amount. Tenant shall make no other claim against Landlord for any such delay. No Failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. The tenants will be held jointly and severally liable for the terms of this agreement.

1.2 Guarantors: Guarantors are subject to Landlord approval and terms that required completion of the "Student Housing Guaranty Agreement" addendum. **Tenant(s) agree to pay an additional 10% increase of monthly rental rate if Landlord does not receive completed Guarantor Application and Guaranty Agreement within ten (10) days of the execution of this Agreement.** Tenant(s) without Landlord approved Guarantors are subject to a larger deposit equivalent to two (2) times the monthly rental amount.

1.2 Surrender of Premises: Tenant agrees on the last day of the term of this Agreement by 12:00pm NOON to vacate and surrender to Landlord the Premises. Failure to do so will result in Holdover Charges (See 1.7).

1.3 Multiple Tenants: Each Tenant is jointly and severally liable for all Rental Agreement obligations, including and without limitation the payment of rent and fees. If Tenant or any invitee or occupant violates the Rental Agreement or rules of the SHP, all Tenants are considered to have violated the Rental Agreement. Requests and notices to any Tenant constitute notices to all Tenants and Occupants. Notices and requests from any one Tenant shall constitute notice from all Tenants.

1.4 Early Termination: If for any reason Tenant vacates the Premises prior to the term as agreed in the Lease Agreement or any Extension Period, Tenant shall pay 100% of the costs to re-lease the Premises until such time that the Premises is re-rented. Tenant shall be responsible to pay for lost rents for the remainder of the Agreement Term as they become due if Landlord is not able to rent to a new resident. If Landlord is not able to rent to a new resident at the same Agreement Rent, Tenant will be responsible to pay the difference for the remainder of the Agreement Term.

1.5 Subleasing / Assignment / New Tenant Addition Agreement & Fee Terms: No portion of said Premises shall be sublet nor this agreement assigned without Landlords prior written approval. All violations will be subject to a fine outlined in the New Tenant Addition Agreement Addendum (NTA).

1.5.1 Change Terms and or Conditions Fee: Any change in Terms and Conditions in the Agreement shall incur a fee of **\$300.00** payable by Tenant in advance.

1.6 Renewal of Student Housing Rental Agreement: Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Agreement for one (1) additional term upon the same terms and conditions herein contained, except for fixed minimum monthly rental. Tenant understands that the security deposit of the original rental agreement will rollover to the renewal rental agreement and as such, will not be refunded until the end of the renewal term. Renewal request may be

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asked in writing, of the Tenant, up to eight (8) months prior to the move out date. Renewal request received within eight (8) months of the lease end date are subject to Landlord approval. Tenant will pay to Landlord a holding fee equivalent to 20% of the monthly renewal rental rate. This fee will be nonrefundable in the event that the Tenant fails to complete any of the following:

1.6.1 If requested by Landlord, a new rental application must be filled out by all Tenants

1.6.2 If requested by Landlord, Tenant must provide qualified guarantors of the rental agreement

1.6.3 Signing of a new lease agreement by all Tenants

All paperwork and documentation associated with the renewal process must be properly completed and received by Landlord before the mutually agreed upon and established date by both Tenant and Landlord as outlined in the attached Renewal Letter of Intent Addendum (LOI). If Tenant completes the leasing process by said date, the holding fee will be considered a portion of the first month's rent for the renewal rental term.

1.7 Holdover Damages: Tenant agrees not to extend their occupancy in the SHP without prior written approval from Landlord. Tenant understands and agrees that any un-authorized holdover will delay the Landlord in preparing the unit for in-coming Tenants causing extreme hardship resulting in monetary losses to Landlord. Tenant agrees to pay, in advance **\$300.00** per day as damage to Landlord for any un-authorized holdover. The terms and conditions of this Agreement shall remain in full force except the daily rental value during the un-authorized holdover period by Tenant.

1.8 Cancellation Policy: There will be no cancellation or grace period to opt-out once the Rental Agreement is executed by the parties.

SECTION 2 – MONTHLY RENT

2.1 Rent Due Date: Tenant agrees to pay Landlord in advance on the **1st** calendar day of each month at the **agreed monthly rental amount of \$** **beginning on** **DATE**. All monetary obligations of Tenant to Owner under the terms of this Rental/Lease Agreement, including but not limited to late fees, shall be deemed and referred to in this lease to be rent. Each Tenant, if more than one (1) Tenant, agrees that they are jointly and severally liable for the full payment of rent and fees when due.

2.2 Payment: Tenant payment of rent and charges shall be paid at the office listed below during normal business hours Monday – Friday from 9am to 5pm except holidays. Payments shall be made payable to: **STUHO**, and sent to: **2905 S Vermont Avenue, Suite 201, Los Angeles, CA 90007**. Payments are accepted in the form of personal checks, cashier's check or money orders. Landlord may offer electronic payments through a third-party service provider by way of ACH, debit or credit card. It is Tenant's responsibility to comply with the service provider's policies that may require additional fees. Tenant is responsible for ensuring that the rent payment arrives in good funds and on time. Late and returned payments are subject to the late charges listed below (see 2.3). Rent checks tendered from individuals or entities not named in this Agreement, including Co-Signers and Guarantors (if any) to this Agreement will be considered third-party checks and will not be accepted without Landlord's prior written approval. Landlord's acceptance of a rent payment for the Premises from a third-party shall not constitute a Landlord & Tenant relationship, or any other legal relationship between Landlord and any third party. Nothing herein shall be deemed to require Landlord to accept a third-party check at anytime without prior written approval.

2.3 Late Charges and Returned Checks: If Landlord does not receive Tenant's complete rent payment **PRIOR TO THE THIRD (3rd) of each month**; Tenant agrees to pay a Late Rent Charge of **7%** of the monthly rent. All parties to this Agreement acknowledge that damages resulting from the late payment of rent would be impracticable or extremely difficult to fix and that this amount is fair. If Tenant's rent check is returned by Tenant's bank for any reason, Tenant shall pay Landlord **\$50.00** for the costs incurred thereon. Tenant will automatically incur the late charge provided above if Tenant's check is returned after the third day the rent is due. If two (2) of the Tenant's checks are returned by Tenant's bank, Landlord reserves the right to require Tenant to make future rent payments by cashier's check or money order only. Landlord will apply payment first to any unpaid balances and then unpaid rent (see 2.4) By accepting less than the full amount of rent due, Landlord does not waive any other remedy provided by law, regardless of any endorsement or statement Tenant makes in connection with the payment.

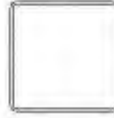
2.4 Applying Payments: Under Civil Code Sec. 1479, all sums received by Owner from Tenant shall first be applied to past due rent and fees, then to current amounts due.

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2.5 Written Notations on Payment: Written notations by Tenant or third party on any payment due to the Landlord in accordance with this Agreement shall be null and void, and shall not be considered by Landlord as a satisfaction, accord, limitation or condition in accepting payment.

2.6 Responsibility for Utility Payments: Residents shall be the utility provider's customer, and are solely responsible for the following utilities (as checked):

- ☐ Cable
- ☐ Electric
- ☐ Gas
- ☐ Water (which may include sewer service)
- ☐ Trash Removal



Tenant agrees to establish the utility services checked above in their own name(s) at least three (3) days before the commencement of the Term. Tenant understands that failing to do so could result in any interruption of such utility services. Tenant releases Landlord from any obligation to provide any of the utility services checked above and furthermore, Tenant agrees to reimburse Landlord for any bills paid by Landlord for utility services checked above that have been provided to the Premises after the start of the Term.

2.6.1 Internet / Video Service: If Internet and or Video service is provided to Tenants it is provided free of charge, and as a courtesy to Tenant. All service related matters are to be directed to the Internet/ Video Service provider. Tenant agrees to the terms and conditions of the Internet Use Policy addendum referred to as, '**Internet and Video Use Policy A**'. Internet and or Video services were applicable, are provided as a courtesy and shall not be considered as part of monthly rent.

2.6.2 Internet / Video Service Modems: Tenant is responsible for the condition of the modems for services provided as a courtesy. Tenants will be held financially responsible for damaged and missing modems and accessories such as but not limited to remotes and cables. In addition to replacement costs, tenants will be charged a \$300.00 processing fee upon move out.

2.7 Default by Tenant: In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant its guests and invitees, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph or Tenant or Tenant invitee caused a incurable breach of this Agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

SECTION 3 – SECURITY DEPOSIT

3.1 Security Deposit: Tenant shall deposit with Landlord, as a security deposit, the sum of \$. The Security Deposit shall not be deemed rent, or any portion thereof, for any rental month. Landlord will inform tenant with at least 24-hour notice and 2 weeks prior to the ending date of the Agreement, of complete inspection of the premises for the purpose of the Landlord to notify the Tenant of any obvious deductions for cleaning and repairs. The Tenant shall then have the right to use a licensed and bonded person to put the unit back in the same condition as it was prior to Tenant occupying the Premises, less normal wear and tear. Landlord shall make a final inspection of the Premises after the Tenant have vacated the Premises of all persons and personal property. Landlord in compliance with California Civil Code Sec. 1950.5 and local laws, will not hold the Security Deposit in trust or in an interest-bearing account, segregate the Security Deposit, or pay you any interest on the Security Deposit, unless otherwise required by law. Any Security Deposit discrepancies must be provided in writing to the Landlord within fourteen (14) days upon receipt. Discrepancies received after fourteen (14) days will be null and void.

3.2 Condition of Premises/Alterations/Damage/Repairs: Unless otherwise stated in this agreement, it is the representation of both the Tenant and Landlord that they have inspected the Premises prior to Tenant taking possession and agree that the Premises is thoroughly clean, freshly painted, there are no holes in any walls, carpets are either new or recently shampooed and in good condition (without holes), drapery/blinds are clean, in good condition (without holes) and functioning properly; all appliances (if any) are in good working order, all electrical, plumbing, and heating systems are functioning properly in good working order. Any attached, glued, painted improvements to the Premises (whether or not Landlord has

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consented) will become Landlord's property - unless Landlord agrees in writing otherwise. Tenant shall not place/install any "air conditioners" of any kind, through any window, door openings or any place in or about the Premises or the SHP without Landlord's prior written approval. All violations subject to fine. Tenant shall be held fully responsible for the costs of clearing any plumbing stoppages caused in the Premises due to Tenant or Tenant's invitees as well as (but not limited to) stoppages due to hair or foreign matter. Additionally, Tenant shall be responsible for the cost of service calls/repairing appliances within the Premises, when the repair technician determines that the Tenant and/or Tenant's invitees caused the problem. It is the responsibility of Tenant to provide access to the Premises at all reasonable times in order for repairs to be made. During Tenant occupancy of the premises, any damage (other than normal wear and tear) detected and repaired on the premises or common area shall be paid by Tenant to the Landlord upon 15 days written notice of work performed and the amount due. If locks are changed by tenant without written pre-approval from landlord, the tenant will be subject to a fine.

3.3 Security Deposit Refunds and Deductions: Landlord will deduct the amount necessary to compensate Landlord for cleaning (The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy), damage to the premises, or unpaid rent and fees will be deducted from the Security Deposit. Tenant agrees to pay to Landlord within 10-days of notification of any deficiency, as outlined above, not covered by the Security Deposit. In the event that any part of the Security Deposit is used during the Term of the lease, Tenant must restore the Security Deposit to its full amount within (3) days after Landlord's written notification to Tenant of the deduction and a demand that the Security Deposit be restored in full.

3.3.1 Tenant is responsible for maintaining the Premises in a clean, safe and damage free condition.

3.3.2 When Tenant gives notice to vacate the Premises, Tenant agrees to inform Landlord of Tenant's forwarding address, which will allow prompt delivery of Tenant's Security Deposit. If Tenant does not provide a forwarding address, then Landlord shall mail the security deposit to the address of the subject Premises.

3.3.3 Tenant's occupancy of the Premises is considered terminated when Landlord receives all of the Premises' keys and all of Tenant's personal property is removed. Until both conditions are met, Rent will continue to be assessed to Tenant. Tenant agrees that any and all personal property of Tenant remaining on SHP property after term of this Agreement ends or any earlier termination shall be considered abandoned by Tenant and hereby authorizes Landlord to dispose of such Tenant Abandoned Property without further notice. Tenant understands that all keys or entry devices issued to Tenant must be returned upon move-out. There is a minimum charge of \$25 per apartment key, \$50 per electronic apartment key, and \$15 per mailbox key, \$50 per garage remote, \$25 per common area key and \$25 per parking registration not returned during move-out. Keys not returned by 12:00pm noon to the Landlord office on above referenced lease end date will be charged a \$150.00 processing fee.

3.3.4 Tenant will not be charged for "ordinary wear and tear" in the Premises, which is defined as "the deterioration of any item resulting from its ordinary use by persons who exercise reasonable care in maintaining the apartment in a safe and sanitary manner".

A. If Tenant lived in the Premises for at least twenty-four (24) months before moving out, painting within "normal wear and tear" conditions, is included at no charge. Otherwise, if painting is necessary and not due to ordinary wear and tear, painting costs will be charged. Painting charges are for only one coat of paint; additional necessary coats have additional charges.

PAINTING PRO-RATE BREAKDOWN

UNIT TYPE	0 – 6 MONTHS	7 – 12 MONTHS	13 – 24 MONTHS	25 MONTHS +
ALL	FULL COST	2/3 COST	1/3 COST	NO DEDUCTIONS OTHER THAN DAMAGES



B. If Tenant lived in the Premises for at least sixty (60) months before moving out, flooring material within "normal wear and tear" conditions is included at no charge. Otherwise, if repairs or replacements are necessary and not due to ordinary wear and tear, flooring material will be charged. Carpet cleaning charges for stain / spot removal will create additional charges.

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FLOORING MATERIAL REPLACEMENT

UNIT TYPE	0-12 MONTHS	13-24 MONTHS	25-36 MONTHS	37-48 MONTHS	49-60 MONTHS
ALL	100%	80%	60%	40%	20%

C. Any part of the Premises that has been damaged, burned, discolored, odorized or otherwise affected by smoking in the Premises is NOT considered normal wear and tear. The cost to repair, replace and/or deodorized the Premises will be charged 100% to the Tenant.

3.4 Common area charge: In the event that Tenants shares a Common Area, Landlord may deduct from each Tenants Security Deposit in the Student Housing Project **100%** (each Tenant in the SHP is responsible for an equal amount of the charge) of the cost to put the common area back in the same condition as it was at the inception of the tenancy, less normal wear and tear.

3.5 Common Area Definition: Common areas include but not limited to laundry rooms, kitchens, bathrooms, hallways, and all other jointly used spaces for the common use of tenants, tenants guests and invitees on the Student Housing property. All Tenants of the SHP are jointly and severally responsible for the condition and upkeep of the common areas.

3.6 Damages: All persons signing this Agreement, as Tenants are jointly and severally liable for all rent under this Rental Agreement and for all damages to the Premises and Common Areas used or permitted by Tenants and their guests and invites.

3.7 Early Termination: In the event that Tenant vacates SHP prior to the end of the term of this Agreement, Landlord shall notice the remaining Tenants of the time Landlord will examine the SHP common areas for necessary repairs above normal wear and tear, giving the Tenants two (2) weeks to complete any required repairs in a workman like manner. Landlord shall make a final inspection of the common areas and complete any repairs to return the Premises to the same level of repair and cleanliness it was prior to occupancy by Tenants. Tenant vacating early shall have his/her portion of the expense deducted, along with any other deductions from his/her security deposit. The remaining Tenants agree to pay Landlord within 15 days of receiving a statement indicating the work preformed in the common areas and the percentage of amount due.

SECTION 4 – MAINTENANCE

4.1 Emergency Maintenance Requests: Emergency maintenance requests should be made immediately, without delay through the provided twenty-four (24) hour maintenance phone number: (323) 372-8499. Failure to report emergency maintenance issues could result in the responsibility of the tenant for the cost of repairs. Request made to the emergency maintenance lines that are deemed non-emergency will result in a \$50 fine.

4.2 Reasonable Care of Property and Common Areas: Tenant must take reasonable care of the rented property and common areas. California Civil Code section 1941.2 requires the tenant to do all of the following:

4.2.1 Keep the premises "as clean and sanitary as the condition of the premises permits."

4.2.2 Use and operate gas, electrical and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets, flushing large, foreign objects down the toilet, and allowing any gas, electrical or plumbing fixture to become filthy.)

4.2.3 Dispose of trash and garbage in a clean and sanitary manner.

4.2.4 Not destroy, damage, or deface the premises, or allow anyone else to do so.

4.2.5 Not remove any part of the structure, dwelling unit, facilities, equipment or appurtenances, or allow anyone else to do so.

4.2.6 Use the premises as a place to live, and use the rooms for their proper purposes. For example, the bedroom must be used as a bedroom and not as a kitchen.

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. **4.2.7** Notify the landlord when deadbolt locks and window locks or security devices do not operate properly.

Tenant is responsible for the replacement of light bulbs and batteries.

4.3 Gross Negligence: Tenant will be held financially responsible for maintenance requests resulting in gross negligence on behalf of the tenant and/or their guests and invitees.

4.4 Significant Maintenance: If significant maintenance and or repairs NOT resulting from gross negligence on the part of the Tenant, which could include but not limited to, fumigation, pest control, repainting the premises requires Tenant to remain out of the premises, Tenant agrees to vacate the Premises for the necessary time to accomplish that significant maintenance and repairs and shall comply with all written instructions from the fumigator/pest controller or person in charge of the task, regarding preparation of the premises for the work to be done on or at the Premises. Landlord will credit from the next month's rent due an amount equal and not to exceed the daily rental rate of the Premises multiplied by the number of days Tenant did not have use of the Premises.

4.5 Default by Landlord: Landlord shall not be in default of this Agreement unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than 30 days written notice by Tenant to Landlord specifying the repairs Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for repairs, then Landlord shall not be in default if Landlord commences performance within such 30 day period and diligently prosecutes same to completion; however if Landlord receives oral or written notice of a problem and Landlord determines such problem is an emergency, Landlord shall act as soon as reasonable possible following notice by Tenant.

4.6 Alterations and Repairs: Tenant must not make any alternations or improvements to the Premises such as paint, wall coverings, removing or installing walls or floors, and built-in shelving. Repair and maintenance costs shall be born as follows.

4.6.1 By Landlord: If the condition requiring repair is one that makes the Premises "untenable" as defined in California Civil Code Section 1941.1, then Landlord shall bear the expense of the repair.

4.6.2 By Tenant(s): Tenant will be required to bear the expense of the repair if an "untenable" condition is caused by the tenants (1) lack of ordinary care; (2) failure to keep the Premises reasonably clean and sanitary; (3) failure to properly operate and clean appliances and plumbing fixtures; (4) destruction, impairment or removal of any part of the Premises or Property; (5) use of the Premises other than as a residence or use of the living, sleeping, cooking or dining areas for a use other than which they were designed or intended. If the condition requiring repair does NOT make the Premises "untenable" or is NOT due to ordinary wear and tear, then that tenant shall bear the repair expenses. Tenant is responsible for the replacement of lights bulbs and batteries.

SECTION 5 – INSPECTION & SHOWINGS

5.1 Right of Entry: Upon written notice of at least twenty-four (24) hours, Landlord may enter the Premises at any reasonable time to make repairs, perform maintenance or renovations that Landlord deem necessary, or to show the Premises to prospective purchasers, lenders or tenants. Landlord may enter the unit at any time without notice in the event of an emergency that threatens life or property. Tenant agrees not to add nor change any locks on the premises without Landlords prior written approval, nor otherwise restrict entrances.

5.2 Early Showing during Occupancy: Landlord reserves the right to show Tenant units in the SHP to incoming Student Tenants during the hours, **Monday – Saturday 10am - 6pm**, with proper advance notice to Tenant.

SECTION 6 – SECURITY & INSURANCE

6.1 Tenant/SHP Security: Landlord does not provide security for SHP or Tenants, nor should any action by Landlord be considered as providing security for Tenant or SHP.

6.2 SHP Non-Responsibility: SHP Landlord, Owner or its Agents assumes no responsibility for the care or protection of any of Tenant, Tenant's Invitees' personal property while it is on any part of SHP property.

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Thefts or damages that occur should be immediately reported to the Los Angeles Police Department and USC Police Department.

6.3 Entry to SHP and Installed Bars on Windows: Tenant acknowledges that gated or keyed points of entry to the SHP (if applicable) and Security Bars (if applicable) are a courtesy to Tenant and are not to be construed as "Security Gates" or "Security Bars" and are subject to vandalism, failure and/or malfunction (as well as repair delays), for which Landlord nor Owner of SHP shall not be held responsible nor liable. Landlord nor Owner of SHP is not liable for any damage or loss from any cause whatsoever, including but not limited to criminal acts of others, to the personal property of any kind kept by Tenant or Tenant's invitees about the Premises during the term of this Agreement or any extension thereof. Tenant agrees to hold Landlord and Owner of SHP harmless from any and all liability, loss, cost or obligation on account of damage to or loss of Tenant's or Tenant's guests and invitee's personal property, regardless of the cause.

6.4 Security Bars: Tenant shall not install Security Bars to any windows or openings in Tenant Premises or anywhere in or about the SHP without Landlord's prior written approval. Tenant shall only install Security Bars as described above using a licensed trade-person as required from the City of Los Angeles.

6.5 Bike Racks: Tenant acknowledges that bike racks (if applicable) are provided as a courtesy to the Tenant and are not to be construed as "secured" areas for bike placement and are subject to vandalism, failure and theft. Tenant uses at his or her own risks for which Landlord nor Owner of SHP shall be held responsible or liable for any damage or loss of property regardless of the cause.

6.6 Landlord Notice of Non Responsibility: SHP Landlord, owner or its agents assumes no responsibility for the care or protection of any vehicle or its content while it is on SHP property. Valuables should not be left in parked vehicles at any time. Vehicles should be locked with no personal items visible when not in use. Thefts or damages that occur should be immediately reported to the Los Angeles Police Department and USC Police Department.

6.7 Landlord/SHP Insurance: Tenant agrees and acknowledges that any property or liability insurance coverage purchased by the Landlord or SHP Owner is not intended to and will not protect against any loss or damage (i.e., burglary, vandalism, fire, smoke, water, mildew, mold, act of God, or any other perils) to personal property or belongings or protect against any loss or damage resulting from my or my invitees actions or omissions. I also understand that, by not having renter or personal liability insurance of my own, I could be liable to third parties and to the property Landlord for certain losses and understand that I should not expect the property Landlord or Owner of SHP to be responsible for such losses. Tenant agrees and acknowledges that Landlord or Owner of SHP does not maintain insurance coverage for "Personal Property" of Tenant in or about the Premises or anywhere on the SHP. "Personal Property" includes, but is not limited to vehicles and all contents inside, furniture and furnishings, appliances, electronic equipment, stereo and computer equipment, clothing, jewelry, books, and all other property and things owned or belonging to Tenant, their family, invites and all others. Insuring personal property is the responsibility of Tenant (not the Landlord or SHP Owner). Landlord recommends that Tenant purchase insurance to protect their personal property.

6.8 Renters Insurance Coverage:

- ☐ I (**Tenants Name**) HAVE RENTERS INSURANCE COVERAGE. I have and will maintain through the term of my Rental Agreement the following coverage:

Insurance Company:

Policy Number:

Property Limit: \$

Liability Limit: \$



- ☐ I (**Tenant Name**) DO NOT HAVE RENTERS INSURANCE COVERAGE. Although I, the Tenant *recognize* my need for renter's insurance, I will not at this time, be obtaining such insurance coverage and understand that I will be personally responsible for any property or liability damage to the property of the Landlord's, Landlord's, or third party's property as a result of my or guest's/invitees actions.

SECTION 7 – CONDUCT, RULES & REGULATION

7.1 Premises Rules/Regulations: Tenant agrees that he/she and those occupying said Premises with him/her (including invites), shall abide by all reasonable rules and regulations that Landlord may post from time to time for the protection, good order, safety and cleanliness of the Premises and SHP. A violation of any of these rules and regulations may result in the termination of your tenancy.

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7.2 Garbage: Tenant agrees to dispose of all household trash in the containers/dumpsters that are provided on-site. Tenant must not place garbage outside of their Premises for any period of time. If garbage is found outside of the Premises, Landlord will immediately remove without notice and charge tenant a fine of \$25 per occurrence. If garbage is found in common area of the SHP, all tenants will be held liable and responsible.

7.3 Parking: Tenant shall only park in a parking space assigned by Landlord on SHP property. Tenant shall not, nor allow invitees to wash or conduct any repairs, in any space or place on SHP property. Violation of this provision is grounds for eviction. Landlord's election to not institute eviction proceedings upon any such occurrence shall not limit his ability to do so upon any such other occurrence in the future. Tenant shall not assign nor sublet any such parking space. Landlord may have unapproved vehicles towed away at Tenants expense. Tenant shall not park any vehicle that is not in good running condition or not currently licensed or registered in their assigned or any place on the property of the SHP property. Tenants shall not place or store any personal property (belonging to Tenant or to others) other than their vehicle in Tenant assigned parking area. If you have a car alarm, you are responsible to ensure that the car alarm does not activate unnecessarily. If a car owner cannot be contacted to disable the car alarm; the car will be towed at the car owners expense. Tenant shall provide Landlord with the license number for the vehicle, if a parking space has been assigned, that they plan on parking in the assigned space only. Parking registration stickers must be displayed and visible at all times while parking on SHP property. Failure to do so will result in immediate removal of the vehicle at the Landlord's discretion without warning.

7.4 Placement of Tenant Personal Property: Tenant shall not place any items of personal property outside of the Premises or in any common areas, nor place any items (other than table and chairs specifically designed for outdoor use) in or on Tenants personal balcony/patio area (if any). Any violation is subject to fine.

7.5 Decks / Patios: Patios / Decks (if any) must remain neat and orderly. Only all-weather manufactured furniture in good condition is permitted. All furniture and or decorations are subject to Landlord approval. No signs or other personal property may be placed outside the Premises on the railings, patios, walls or fences or placed within the Premises so that the item is visible from the outside.

7.6 Cleanliness: Cleaning of carpets and window coverings during the tenancy is the Tenants responsibility. Tenant must use products and systems designed for such cleaning. Window coverings damaged through cleaning are the tenant's responsibility. Window screens must be left on all windows at all times.

7.7 Pictures: Pictures and mirrors may be hung with nailed picture hooks. Gluing items to surfaces is not permitted. Tenant will be charged for holes left in the wall larger than that of a picture nail hook.

7.8 Garbage Disposals: Garbage disposal units, if provided, are only for the disposal of small amounts of food materials that can be easily ground up. The disposal unit is to be operated only with the water running. Never pour grease or lard down the sink. Misuse of the garbage disposal and required repeated service will require payment from the Tenant for the maintenance requests.

7.9 Roofs: Tenants are not allowed to climb or walk on the roof; violators are subject to immediate eviction.

7.10 No Smoking: Smoking is prohibited on all SCP properties. Any violation is subject to a fine.

7.11 Pests: Pest or insect issues must be immediately reported to the Landlord. If it is determined that all or part of the Premises requires pest control service for health or public benefit, then Tenant will be notified at least twenty-four (24) hours in advance. If the pest issues are found to be a result of negligence on the part of the Tenant, Tenant will be held liable for the treatment of the premises and treatment of the property where deemed necessary by a professional pest Control Company.

7.12 Pets: No pets, birds, fish, nor any animal are allowed (even temporarily) anywhere in Tenants apartment unit or on the Property, except as medically necessary for Tenant assistance, without prior written consent from Landlord. Proof of pets deemed medically necessary is required. Landlord, with **PRIOR LANDLORD WRITTEN APPROVAL TO TENANT**, will allow Tenant one **spayed** or **neutered** currently licensed animal (Tenant shall provide Landlord proof that animal has been spayed, neutered and currently licensed) in Tenant premises and not in common areas of the SHP, PROVIDED THE ANIMAL IS NOT one (1) of the following breeds or any part thereof of the following breeds: **CHIHUAHUAS, CHOW CHOW, COCKER SPANIEL, DACHSHUND, GIANT SCHNAUZER, JACK RUSSELL TERRIER, LLASA APSO, MINIATURE PINSCHER, OLD ENGLISH SHEEPDOG, PEKINGESE, ROTTWEILER, STAFFORDSHIRE BULL TERRIER, PAPILLON, TOY POODLE, OR ANY BREED OF BULL TERRIER**. If a permissible pet becomes a nuisance by, without limitation to: biting, barking or otherwise interfering with other Tenants peaceful enjoyment of the SHP, Tenant shall within 24 hours after receiving written notice from Landlord remove the animal from the premises and building project, otherwise Tenant will be in default and will be deemed at be in an incurable breach of this Agreement. If a Tenant's or Tenant's invitees pet (animal) has been in or about the Premises and or the Common area of the SHP during Tenants term of occupancy with or without Landlords consent, Tenant shall pay Landlord the cost for de-fleaing, deodorizing and/or shampooing the Premises to protect Tenants and invitees from possible health hazards in addition to the damages caused by animal(s). Tenant shall not request for approval any animal that will weigh more than 15 pounds as an adult animal. If any approved animal reaches 16 pounds or more, Tenant shall remove the said Animal from the Premises and SHP within 24 hours of written notification from Landlord, otherwise Tenant will be in default and in incurable breach of this Agreement. An additional Security Deposit of \$ [REDACTED] will become part of the Security Deposit in section 3 of this Agreement. Tenant agrees to furnish Landlord a picture of the pet, as allowed in this Agreement, prior to allowing the animal on or in any part of the SHP. Tenant further agrees: (1) to clean up after their pet and to dispose of pet's waste properly and immediately; (2) to leave food or water for their pet inside their premises only and not in any common areas, including anywhere in or upon the SHP grounds; (3) that Tenant will not tether (secure with any object to the animal) to any place or thing in or on the SHP grounds. Any violation is subject to a fine.

7.13 Quiet Enjoyment: Tenant shall not commit or allow to be committed any noise upon the Premises or upon the common areas or any nuisance or other act including amplification of sounds, which may disturb the quiet enjoyment of any other Tenants on the property. Established quiet hours are from 10:00pm to 8:00am. Any violation is subject to a fine.

7.14 Guests/Invitees: Tenant acknowledges that Tenant is allowed 1 overnight guest to stay on the Premises no more than 5 nights only during any 6-month period. Tenants are held accountable for the conduct of their guests/invitees at all times.

7.15 Prohibited Items: Tenant agrees not to possess anywhere on SHP property: fireworks, firearms, explosives, flammable materials, hazardous materials, open flame cooking units, barbecues, or charcoal briquettes.

7.16 Lock-Out Policy: If Tenant is locked out of premises during normal business hours Monday – Friday, 9:00am to 5:00pm, Tenant may check out a key from our Management Office located at 2905 S. Vermont Ave Suite 201, Los Angeles CA 90007. For after hour lock outs, Tenant must contact a locksmith and directly pay all applicable fees.

7.17 Rules for All Recreational Areas (Where Applicable): Tenant uses recreational areas at their own risk and releases SHP Landlord, Owner(s) and its agents of all responsibility.

7.18 Crime/Drug-Free Housing

7.18.1 Tenant, any member of Tenant's household or guests shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises or Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21U.S.C. 802)).

7.18.2 Tenant, any member of Tenant's household or guests shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises or Property.

7.18.3 Tenant, any member of Tenant's household or guests shall not engage in any act of violence or threats of violence, including, but no limited to, the unlawful discharge of firearms, on or near the Premises or Property.

7.18.4 Any Violations of these crime/Drug-Free provisions shall be considered a material, non-curable breach of the lease and deemed good cause from an eviction due to public or private nuisance, and shall result in a 3-day notice to quit being served immediately.

7.19 Laws: Tenant shall not violate any law in the use of the Premises, commit any waste or nuisance, annoy, molest, or interfere with any other Tenant or neighbor. Tenant shall comply with all statutes, ordinances and requirements of municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises and in or about the SHP. Any violation is subject to a fine.

SECTION 8 – DISCLOSURES & NOTICES

8.1 Mildew, Mold Notification: Mildew and Mold comes in many varieties. It can be unsightly and may or may not be harmful to the health of individuals, depending on the type and concentration on each individual's sensitivity thereto. Mold spores are ever present in the air and on all surfaces of all objects. Cleanliness, proper ventilation and dry conditions are required to prevent the mold spores from sprouting and growing. Tenant acknowledges that a visual inspection of the Premises has taken place and it is represented that Landlord knows of no wet or damp building materials, or of any mildew or mold contamination. Tenant has also inspected the Premises and has found no visible evidence or smells that would indicate mildew or mold at this time. Tenant acknowledges that Landlord and property Owner are not responsible for mildew or mold caused by humid weather, lack of keeping closets, bathrooms, kitchens, etc. well ventilated, or by poor housekeeping by Tenant. It is agreed by Tenant that the obligation to care for the Premises and to prevent mildew and or mold is the Tenants. Specifically, Tenant agrees to keep the Premises free of dirt and debris that can harbor mildew and mold; to use bathroom exhaust fans when showering or bathing; to use kitchen exhaust fans when cooking, baking and dishwashing; to notify Landlord immediately in writing of all water drips and leaks immediately upon detection; and to keep the interior of the Premises protected from external damp or wet conditions; to keep walls, floors and windowsill areas wiped dry. In addition, Tenant agrees to promptly inform Landlord of any incidents of mildew or mold growth, or of water intrusion such as floods; plumbing leaks, drips, or sweating pipes; rain or other weather leaks; laundry or sewer leaks, or backups; roof leaks, or leaks from appliances such as air conditioners, heaters, or dishwashers. Tenant shall thereafter cooperate with Landlord in assuring that proper measures have been taken, or are taken to properly remedy growth of mildew, mold or the water or moisture intrusion, including, but not limited to appropriate access to the Premises by Landlord and tradespersons. Breaches by Tenant of the provisions contained herein are deemed as waste and subject to immediate eviction upon three days notice or such other minimum notice as provided by law. Landlord nor Owner of SHP shall not be liable for any active or passive negligence of itself, its agents, employees, assigns, or representatives in regards to the presence of mildew or mold, it specifically being understood that this waiver of the active and passive negligence on the part of the Landlord is a specifically bargained for provision between Landlord and Tenant. Tenant agrees to indemnify and hold, Owner of SHP, Landlord and Landlord's agents, employees, assigns, and representatives harmless for any damage, injury, or loss resulting from any act (or failure to act) of Tenant in breaching the provision hereof or from any act (or failure to act) of Landlord, or Landlord's agents, employees, assigns, and representatives in enforcing the provisions hereof. The entirety of the costs to remedy mildew and mold contamination due to Tenant's breach hereof may be taken from the security deposit without allowance or setoff for normal wear and tear. Mildew and Mold are not normal wear and tear. Any violation is subject to a fine.

8.1.1 "Tip Sheet on Mold" is included as an addendum to this Lease. It lists requirements and advice to retard or prevent mold and mildew from accumulation in the Premises. You are responsible for damage to the Premises and your personal property, as well as injury to you or your guests that results from your failure to comply with the requirements and advice that are in the "Tip Sheet on Mold".

8.2 Lead Warning Statement, if premises were built before 1978 landlord's disclosure:

- ☐ Landlord has no knowledge of lead-based paint and/or lead-based hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the premises.
- ☐ Landlord has knowledge of lead-based paint and/or lead based paint hazards that are present in the premises and has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises.

The following documents have been provided: Landlord and Tenant(s) have carefully read and reviewed this Rental Agreement and by the execution of this Rental Agreement show their informed and voluntary consent thereto.

8.3 Disclosure Regarding Asbestos

8.3.1 Asbestos Warning Statement (if checked)

- ☐ This Property was built before 1981. Construction techniques before 1981 may have involved the uses of asbestos-containing materials.

8.3.2 Disclosure (if checked)

- ☐ Landlord has no knowledge of asbestos hazards at the Premises or Property
- ☐ Landlord is aware of asbestos hazards at the Premises or Property in the following areas: See sections 8.3.4 and 8.3.5

8.3.3 Records (if checked)

- ☐ Landlord has no reports or records pertaining to asbestos hazards at the Premises or Property.
- ☐ Landlord has available records and reports pertaining to asbestos hazards at the Premises or Property. Copies are available at the management office for review and/or copying.

8.3.4 If asbestos hazards are contained in the ceilings, then Tenant and Tenant's guests, employees and contractors shall not take or permit any action that in any way damages or disturbs the ceiling or any part thereof, including without limitation: (1) piercing the surface of the ceiling by drilling or any other method; (2) hanging plants, mobiles, or other objects from the ceiling; (3) attaching any fixtures to the ceiling; (4) allowing any objects to come in contact with the ceiling; (5) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (6) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (7) replacing light fixtures, or; (8) undertaking any activity that results in building vibration that way cause damage to the ceiling.

8.3.5 Tenant must notify Landlord immediately in writing (1) if there is any damage to or deterioration of the ceiling or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (2) upon the occurrence of any of the events described in section 8.3.4.

8.4 Registered Sex Offenders 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 or residence and ZIP Code in which he or she resides.

8.5 Smoke Detectors: The Premises is equipped with at least one smoke alarm. Tenant agrees to be responsible for testing all smoke alarms every month whether battery operated or hard-wired by pressing the "Push To Test" button on the detector for about five (5) seconds until the alarm sounds. If there is no sound, Tenant agrees to immediately inform the Landlord.

8.6 Indemnification: Tenant shall indemnify, protect, defend and hold Landlord, SHP Owner, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss and/or damages, costs, claims, liens, expenses, acts of God, arising out of or concerning Tenant's use of the premises, or from any other activity, act of God, work or things permitted or suffered by Tenant or invitees in or about the Premises. Tenant hereby assumes all risk of damage to personal property of Tenant and their guests and invitees as well as injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord, and SHP Owner.

8.7 Attorney Fees: If any legal action or proceedings are brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs of litigation.

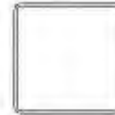
8.8 Delays by Either Party to Agreement: In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement, failure of power, regulations, weather, or a similar nature not the fault of the party delayed in performing repairs or acts under the Terms and conditions of this Agreement, then performance of such act shall be excused for the period of the delay, and the clock shall be stopped for that period of delay. The provisions of this section shall not excuse Tenant from prompt payment of rent or other amounts due Landlord under this Agreement.

8.9 Waiver: Failure of either party to this Agreement to exercise any power or right shall not constitute a waiver of that right.

8.10 Severance: If any provision of this Agreement is invalid under the laws of any jurisdiction, this Guaranty will be construed as if it did not contain that provision.

8.11 Addendums: The following Addendums are attached to this Lease and incorporated herein by reference:

- ☐ Internet and Video Use Policy A
- ☐ Thirty (30) Day Notice Tenant's Intent to Vacate
- ☐ Student Housing Guaranty Agreement
- ☐ Tip Sheet on Mold
- ☐ Authorization for Housekeeping
- ☐ Pet Agreement
- ☐ New Tenant Addition (NTA)
- ☐ Renewal Letter of Intent



8.12 Entire Agreement: This Rental Agreement and the attachments hereto constitute the entire agreement between the parties. There are no oral or written representations or agreements made by Tenant or Landlord that supersede or modify this Agreement. In the event any provision of this Agreement shall be deemed illegal or unenforceable, it shall not void this contract, or any provision thereof. The balance of the terms and conditions herein shall remain in full force and effect. Any violation to the lease agreement is subject to a fine.

8.13 Receipt of Agreement: By signing below, it is understood that the Tenant has read and understands this Agreement and hereby acknowledges receipt of a copy of this Agreement.

8.14 Counterparts, Fax and Electronic Signature Disclosure: Tenant further acknowledges and agrees that Tenant's fax and/or electronic signature is to have the same binding and legal effect as a physical "pen and paper" signature. This Agreement may be executed in counterpart, each which will be a valid and binding original, but all together will constitute one and the same instrument. Landlord may rely on a faxed or electronic copy of this Guaranty as if it was the original.

IN WITNESS WHEREOF, the parties have executed this Agreement at **Los Angeles, CA**.

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