

Date _____

Apartment # _____

BRADDOCK VISTA APARTMENTS
RENTAL AGREEMENT

THIS CONTRACT LIMITS OUR LIABILITY—PLEASE READ IT CAREFULLY

This **Rental Agreement** is entered into by and between Shawbeth, Inc., a California corporation doing business as “Braddock Vista Apartments” (“**Landlords**”), and

_____ (“**Tenant**”) as of the date written above.

1. PREMISES. Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, the premises commonly described as 4620 South Slauson, Los Angeles, Apartment Number _____.

2. TERM. The term of this Agreement shall commence on _____ and expire on _____, unless sooner terminated as herein provided.

If Tenant holds over after expiration, and Landlord accepts rent for any period after expiration, the Tenant will continue on a month-to-month basis on the same terms and conditions, except that rent shall automatically increase to the maximum amount allowable under the Los Angeles Rent Stabilization Ordinance. In the event that Tenant holds over, either Landlord or Tenant may terminate this Agreement upon thirty (30) days written notice to the other, and Landlord may change any other terms and conditions upon such notice.

3. RENT. Tenant shall pay as rent for the use and occupancy pf the Premises the sum of \$_____ per month payable in advance on the first day of each and every month. In the event the commencement date is a day other than the first day of the month, the rent may be prorated to the first day of the next month.

a. Late Fee. Tenant agrees that should Tenant fail to pay an installment of rent, or any portion thereof, when due, Tenant shall pay a late fee equal to ten percent (10%) of the rent to Landlord. Landlord and Tenant agree that this Late Fee is presumed to be the amount of damages sustained by the Landlord as a result of Tenant’s late payment of Rent, and that it would be impracticable or extremely difficult to fix the actual damage. Any Late Fee will be deemed additional Rent.

4. SECURITY DEPOSIT. Tenant shall pay to Landlord the sum of \$_____ as a security deposit. The security deposit shall be held by Landlord for the faithful performance by Tenant of this Agreement, and for repairing the Premises after surrender by the Tenant. Within three (3) weeks after Tenant has vacated the Premises, Landlord will furnish Tenant with an itemized written statement showing the basis for, and amount of the expenditure of, any part of the security deposit, and will return any unused portion thereof after surrender by Tenant. Landlord may maintain this deposit in a commingled account, and Tenant shall not be entitled to any interest earned thereon.

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Tenant further agrees that the security deposit may not be applied to Rent, Late Fee or other payments that may be due under this Agreement without the Landlord's written consent.

5. CONDITION AND MAINTENANCE. Tenant acknowledges that Tenant has examined the Premises as well as all personal property, if any, listed on the attached "Inventory of Personal Property," which may be attached to and incorporated into this Agreement. Tenant accepts the Premises and personal property as being in good, safe and clean condition and repair. Tenant further agrees to:

- a. Keep the Premises in good order and condition, and to surrender them to Landlord in as good condition as they are on the date of this Agreement, reasonable wear and tear excepted, upon termination of this Agreement.
- b. Immediately notify Landlord of any defect, dilapidations or any dangerous conditions in the Premises; and
- c. Promptly reimburse Landlord for the cost of any repairs to the Premises, or the personal property subject to this Agreement, caused by Tenant's negligence or misuse of any of Tenant's invitees, licensees or guests. At Landlord's sole discretion and election, any such expense shall be deemed additional Rent, and Landlord may deduct such Rent from Tenant's security deposit.
- d. Refrain from altering or adding to the Premises, including, but not limited to changing the locks or painting any portion thereof without prior written approval of the landlord.
- e. Refrain from changing or installing appliances such as a stove, dishwasher, disposal, washing machine, dryer or air conditioning without prior written approval of the landlord.

6. PARKING. Landlord shall assign Tenant _____ parking space(s) in the parking area of the Premises. Tenant agrees to use such space and no others, exclusively for parking operable passenger automobiles, not for washing or repair of such vehicle(s). Tenant's space shall not be assignable, and Tenant agrees to keep said space free of debris, oil and other vehicle discharges when not in use.

LANDLORD SHALL NOT BE RESPONSIBLE FOR DAMAGE TO TENANT'S VEHICLE, VEHICLE ACCESSORIES OR ARTICLES LEFT THEREIN

7. PETS, WATER FILLED FURNITURE & MUSICAL INSTRUMENTS. Tenants shall not allow or bring, keep or maintain any pet, water filled furniture or musical instrument onto the Premises.

8. USE OF PREMISES. The Premises are to be used only as a private residence for no more than _____ adults and _____ children, each of whom are listed in Paragraph 17 of this Agreement. Tenant shall comply with all statutes, ordinances and requirements of any governmental agencies having jurisdiction over the Premises pertaining to the use of the said Premises and shall not allow any waste or nuisance to be committed on the Premises or in the apartment building or property.

Tenant further agrees that the Rent set forth in Paragraph 3, above, shall be increased by ten per cent (10%) per month for each additional person occupying the Premises.

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Tenant further agrees that Tenant's occupancy of the Premises shall be subject to all rules promulgated for the building, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas.

9. UTILITIES. Tenant shall pay all charges incurred for the furnishing of electric and natural gas service to the Premises. Tenant shall pay any and all additional charges including, without limitation, charges for telephone and television service.

10. LANDLORD'S RIGHT OF ENTRY. Landlord and agents of Landlord may enter the Premises only in manner, for the purposes, and at the times specified in Section 1954 of the California Civil Code.

11. WAIVER OF DAMAGE. Tenant expressly releases Landlord from any and all liability for loss and damage to Tenant or any property of Tenant caused by water leakage, breaking pipes, theft, vandalism or any other cause beyond the reasonable control of the Landlord.

12. INDEMNIFICATION. Tenant shall indemnify and hold Landlord and the property of the Landlord, including the Premises and the building, free and harmless from any and all liability, claims, loss, damages or expenses including legal fees and costs, arising by reason of the death or injury of any person including Tenant or any person who is an employee or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by some condition of the Premises or the building, the fault of the Tenant, or some act or omission, whether negligent or intentional, on the Premises of the Tenant or any person in, on or about the Premises as a guest, licensee or invitee of the Tenant.

13. ASSIGNMENT & SUBLETTING. Tenant shall not assign or sublet all or any portion of said Premises without the prior written consent of Landlord. Any assignment or subletting without prior written consent of Landlord shall be void and shall, at the sole option and discretion of Landlord, terminate this Agreement. Landlord's consent to any such assignment of this Agreement shall not be unreasonably withheld, but the consent of Landlord to any one such assignment or subletting shall not be deemed a consent by Landlord to any subsequent assignment or subletting

14. ATTORNEY'S FEES. Should any legal action be commenced between the parties to this Agreement, or the rights and duties of either relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees.

15. INTEGRATION. This document constitutes the sole, entire and only Agreement between Landlord and Tenant respecting the Premises and any personal property subject to it. Any and all prior negotiations, representations and agreements are superseded or integrated into this document.

16. MANAGER. Pursuant to Section 1962 in the California Civil Code, the name and usual address of the person who is authorized to manage the Premises is Jason McGunn, 4620 South Slauson Avenue, Apartment #208, Los Angeles, California.

Init. _____

17. LIST OF OCCUPANTS. _____

18. OTHER TERMS AND CONDITIONS. _____

EXECUTED at Los Angeles, California, as of the date first written above.

LANDLORD

TENANT

SHAWBETH, INC.
A California Corporation

(Signature)

By: _____

(Print name)

(Signature)

(Print name)

(Revised 3/6/95)

Init. _____

OBLIGATIONS OF A RESIDENT

Rules and Regulations

YOUR APARTMENT IS YOUR HOME AND THE BUILDING OR COURT IS THE COMMUNITY YOU SHARE WITH OTHER RESIDENTS. THESE RULES ARE NOT INTENDED TO BE RESTRICTIVE, BUT ARE DESIGNED TO HELP CREATE A BETTER, SAFER, MORE PLEASANT PLACE TO LIVE. A FRIENDLY, COOPERATIVE SPIRIT WILL BENEFIT ALL, AND THE MANAGEMENT SOLICITS YOUR HELP IN ATTAINING THESE GOALS.

1. Rent is payable in advance on or before the due date. Consult your rental agreement or lease concerning late payment penalties.
2. Management is not responsible for fire damage or theft of personal property including jewelry, money, apparel or other items in said premises, including storage areas, carports and garages.
3. The number of persons who shall occupy an apartment is set forth in the rental contract. No exceptions.
4. No unnecessary noise, loud talking, romping or playing is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only between the hours of 10:00 a.m. and 9:00 p.m. and then only at moderate volume so as not to disturb other residents.
5. Instructions for operating all appliances are in the apartment or available from the manager. These conveniences, including garbage disposal and dishwasher, are to be operated only in accordance with factory recommendations. Washer and dryer operating instructions are posted in the laundry room. Be certain you understand them.
6. No alterations, painting or hanging pictures or other items on walls may be done without prior consent in writing from the owner or manager. Drapes, carpet and furniture must be given good care and be free of spots, burns and other damage. Read the covenants in your rental agreement or lease covering these items. The resident will be responsible and required to pay for all damage beyond normal wear.
7. Cost of repairs to or stoppage of waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage or the introduction of foreign articles or materials into the system will be the responsibility of and must be paid for by the resident.
8. No rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
9. State law prohibits the use or storage of gasoline, cleaning solvents or other combustibles in an apartment.
10. Residents are responsible for the conduct of their guests and the adherence to these rules at all times. Residents and guests must be orderly, and intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors shall be cause for eviction. A house guest is defined as anyone who stays up to three days unless further extension is given by owner in writing.
11. No trash or other material may be accumulated which will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Apartment must be kept clean and sanitary and free from objectionable odors.
12. Each resident shall use only the parking space assigned to him/her. Failure to do so will be construed as illegal parking and such vehicles may be towed away at the resident's expense. Vehicles must be in running condition, and extensive mechanical repairs are not to be performed on the premises.
13. No personal belongings, including bicycles, play equipment or other items may be placed in halls, stairways or about the building except in storage areas where allowed.
14. In event of emergency or good reason to believe such may exist, owner reserves the right to enter the premises during resident's absence without prior permission.

OWNER/AGENT _____ RENTER _____

DATE _____ RENTER _____

DATE _____

Init. _____

WELCOME TO YOUR NEW RESIDENCE

YOUR NEW ADDRESS IS:
4620 S. SLAUSON AVE APT. # _____
CULVER CITY, CA 90230

THE FOLLOWING ARE THE PHONE NUMBERS FOR LOCAL
UTILITIES AND SERVICES

VERIZON LOCAL PHONE SERVICE – 800-483-4000

ACN LONG DISTANCE – 310-390-0481

DEPT. OF WATER AND POWER – 800-342-5397

SO. CALIFORNIA GAS COMPANY – 800-427-2200

ACN GAS – 310-390-0481

ACN INTERNET ACCESS – 310-390-0481

MEDIA ONE CABLE TV – MARK – 310-313-5938

ENJOY YOUR NEW HOME!

When you receive your first gas bill from the gas company, I
need a copy of it immediately so we can connect you to ACN.

Thank you.

(Please make sure I have your new phone number so we can
code in our front entry system. Push 9 to let people in.)

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