

# STANDARD LEASE

<b>Apt size</b>		<b>STREET ADDRESS</b>		<b>APT #</b>		<b>CITY, STATE, ZIP CODE</b>	
1	PHA Rental Portion (Section-8 only. See Item "A" Below )	6	Late Charge after 3 <sup>rd</sup>	\$50.00	11	<b>MINIMUM LEASE PERIOD</b>	<b>ONE YEAR</b>
		7	Move-in Date		12	Parking Space 1	
2	Resident Base Rent	8	Non-refundable Credit Check Fee		13	Parking Space 2	
3	Utilities: Trash /sewer/ water -fee	9	Security Deposit			Total Adults/Children	/
4	Parking Rent	10	Total Move-In (5+8+9)			<b>Lease Begin on</b>	
5	<b>TOTAL RENT</b> (1 +2+3+4)		Check box if payment arrangement has been set up on page 2 for Total Move-in amount			<b>Lease end on</b>	

14. Name of each Resident who will live in unit (Maiden Name also)	Birth Date	Age	Soc-Sec-#	Driver's License/ Full Email address

**OWNER AND RESIDENT(S) AGREE THAT:** Each of the terms of this Agreement and of the OWNER'S Rules and Regulations, if any, which are Incorporated by reference herein, constitutes a condition on RESIDENT'S right to possession of the Premises. Any failure by RESIDENT to comply with one or more of such terms shall constitute a default hereunder and OWNER may terminate RESIDENT'S right to possession of the Premises and/or forfeit this Agreement, in any manner provided by law.

**A.** The portion of the Total Rent payable by the Resident (listed as Resident Base Rent) shall be an amount determined by the PHA in accordance with HUD regulations and requirements. The amount of the resident rent is subject to change as determined by the PHA during the term of the lease. Any change in the amount of the Residents rent will be stated in a written notice by the PHA to the Resident and the Owner, indicating the new amount and the effective date of the change. Initially and until such change the Resident agrees to pay the amount listed above labeled Resident Portion.

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## RESIDENT AGREES:

- To pay \$ \_\_\_\_\_ on \_\_\_\_\_ to prorate your rent to the first day of the month. Rent shall be due and payable in advance on the 1st day of each and every month.
- Late charge of \$50 after the 3<sup>rd</sup> if rent is not paid in full. If balance is more than \$150 after the 10<sup>th</sup> an additional \$25 L/C will be charged. A fee of \$25 will be charged for any returned payment. In addition, your rent will then become automatically late and will be assessed any and all applicable late fees.
- To not allow any persons to occupy the unit, other than the RESIDENTS designated above, without the written consent of the OWNER, RESIDENT agrees to pay an additional \$100 per month for each additional person that visits in the unit for more than two (2) consecutive days in any one month.
- To not use water filled furniture or play musical instruments on the Premises. Water filled furniture will only be accepted upon proof of \$100,000.00 water bed insurance. **No animals, pets, or birds are allowed in unit at any time unless separate Pet agreement has been signed by Owner and Resident.**
- To be responsible and reimburse OWNER for breakage, loss, and/or damage to OWNER'S property under RESIDENT'S care. Unless the damage or wastewater stoppage is from our negligence, we're not liable for and you must pay for repairs, replacements and damages to the following if occurring during the Lease Contract term or Renewal period. 1. Damage to doors, windows, or screens 2. Damage from windows or doors being left open 3. Damage from wastewater stoppage due to improper objects in lines exclusively serving your apartment

- \_\_\_\_\_ 6. That lease period is for one year. Resident must provide a minimum of 60 days advance written notice in the event resident wishes to vacate premises at the end of lease term. In the event no written notice has been received this lease shall automatically renew on anniversary date for an additional 1 year period. After initial year period all notices to vacate by Resident or change in terms of rental agreement by Owner shall require a 60 day advance written notice delivered in person or by mail. Resident agrees to use "notice to vacate form" provided by resident manager.
- 6a. You'll be liable for a reletting charge of \$300 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:
1. Fail to move in, or fail to give written move-out notice as required in this paragraph; (2) Move out without paying rent in full for the entire lease contract term or renewal period; (3) Move out at our demand because of your default
  2. Are judicially evicted
- 6b. The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for: future or past-due rent; cleaning, maintenance, painting charges, or unreturned keys or other sums due.
- \_\_\_\_\_ 7. THAT GARBAGE DISPOSAL, DRAINS, AND TOILETS ARE IN GOOD WORKING CONDITION AT THE TIME OF OCCUPANCY, UNLESS reported to resident manager within one week after move-in. Thereafter, RESIDENT agrees to pay the cost of clearing any stoppage. This amount shall be billed as additional rent hereunder.
- \_\_\_\_\_ 8. THAT ALL APPLIANCES ARE IN GOOD WORKING ORDER AT THE TIME OF OCCUPANCY, UNLESS reported to resident manager within one week after move-in. Thereafter, RESIDENT agrees to pay one-half the cost of the first repair required of each appliance and 100% of the cost of any further repairs required. This amount shall be billed as additional rent hereunder.
- \_\_\_\_\_ 9. That all repairs caused by RESIDENT and repaired by OWNER'S maintenance personnel shall be billed to RESIDENT at the rate of \$25.00 per hour plus cost of materials. Minimum service charge is \$15.00. This amount shall be billed as additional rent hereunder.
- \_\_\_\_\_ 10. THAT SECURITY DEPOSIT IS NOT LAST MONTH'S RENT. The deposit is held to secure the full and faithful performance of each and every term, provision, covenant, and condition of this Agreement, including but not limited to the payment of rent, to repair damages to the Premises caused by the RESIDENT or to clean such Premises upon termination of this tenancy. OWNER may use, apply or retain the whole or any part of this deposit for payment of any or all of the above mentioned specific purposes. Items that should be thoroughly cleaned prior to vacating are all floors, carpets, bathrooms, kitchen, cupboards, stove, oven, windows, garage stall, and drapes. The unit is freshly painted. Life expectancy for a new painting job is five (5) years. If the unit needs to be repainted after vacating, RESIDENT will be charged a prorated portion of cost based on a five (5) year life.
- \_\_\_\_\_ 11. To keep the Premises in a clean, safe and sanitary condition; dispose of all rubbish, garbage, and waste in a clean and sanitary manner; to properly use and operate all electrical, gas, and plumbing fixtures and keep the same in a clean condition; to not permit any person, on or about the Premises without RESIDENT'S permission, to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor himself do any such thing; to occupy and use the Premises in the manner in which it was designated and intended to be occupied and used. RESIDENT shall be liable for the expense of any repair caused by RESIDENT'S failure to comply with these conditions. RESIDENT shall not alter or add any lock or locking device, nor alter the Premises or paint or wallpaper any portion thereof. RESIDENT shall not install or use any dishwasher, clothes washer or clothes dryer, in or about the Premises, except those provided by the OWNER. You, your occupants, guests, or invitees may not anywhere in the apartment community: use candles or kerosene lamps or heaters without prior written approval from the OWNER; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including Child Care services) in the apartment or in the apartment community is strictly prohibited unless it is a lawful business conducted "at home" by computer, mail or telephone so long as no customers, clients, patients, or other business associates do not come to the apartment/apartment community for business purposes. We have the right to regulate the use of patios, balconies, and porches, the conduct of furniture movers, and delivery persons and the activities.
- We have the right to exclude from the community guests or others that, in our judgment, have been violating the law, this Lease Contract or any community rules, or disturbing other residents, neighbors, visitors, or owners representative. We may also exclude from any outside area or common area any person(s) who refuse to show photo identification, or refuses to identify themselves as a resident, occupant, or guest of a specific resident in the community.
- You will immediately notify us if you or any occupants are convicted of a felony of any kind. You also agree to notify us immediately if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.
12. To update credit application as necessary, but in no event less than once each year.
13. That if any party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, or trial or appeal, shall be entitled to its reasonable attorney's and court fees, not to exceed \$500.00, to be paid by the Losing party as fixed by the Court.
14. That OWNER/AGENT may enter said Premises at reasonable times to inspect, repair, and maintain same, or show the property to any prospective buyer, and in case either party has given notice of termination of this tenancy, to show the Premises to any prospective resident(s) (24-hour notice will normally be given, but is not mandatory.)

## **RENT COLLECTION POLICY:**

1. All Rents to be paid by money order or cashier's check only. Under no circumstances should the manager accept cash nor should you give cash to managers. We will give you a \$50 reward anytime a resident manager accepts cash from you. Contact us at 310-292-2819 to collect reward. Please make sure that all Money Orders have the Payee filled in prior to giving Money Order to Manager to prevent embezzlement or loss of your money orders. Manager should issue you a receipt at the time rent is tendered. All rent payments should be made payable to \_\_\_\_\_ only.
- \_\_\_\_\_ 2. It is the RESIDENT'S responsibility to see that the manager receives the rent payment in a timely manner and that a receipt is given at the same time rent is tendered.

3. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated, without notice, and be immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges.
4. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after the acceleration) and will be immediately due and delinquent if, with or without written consent you (1) move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends and (2) you have not paid all rent for the entire Lease Contract. Rent can also be accelerated if you are judicially evicted or you move out after receiving a demand because you defaulted
5. All payments received shall be applied towards your balance in the following order: (1) Late Charges; (2) Resident damages; (3) charges for parking, refrigerator or stove rental; (4) any moneys due from move-in or security deposit; (5) oldest rent owed; (6) current rent owed. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

## **UTILITIES & TRASH, WATER, SEWER**

1. All utilities not listed above are your responsibility. You must have all utilities turned in to your name upon signing this lease document. Any delay in getting them turned into your name or if you cause any utility to be turned back to our name before you relinquish possession of the apartment, you'll be liable or a \$50.00 charge plus the actual or estimated cost of the utilities used while the utility should have been connected in your name.
2. In some properties there is an additional charge for owner supplied water/trash/sewer fees. In some state such as texas we use a third party billing company to allocate these charges amongst all tenants in accordance with local statues. We have either provide you with a flat charge or an estimate of the approximate amount that you will be charged for planning purposes. Any bill provided for this items thru our third party billing company shall not exceed and will be capped at the estimated amount listed at top of page under item 3.

## **HEATING (FOR PROPERTIES WHERE OWNER PROVIDES HEATING):**

Our boiler system is set to bring the temperature in your apartment up to 68-72 degrees at your hallway thermostat no higher. If your heater has been on for at least 2 hours with doors and windows closed and the temperature reading at your hallway thermostat is less than 68 degrees please let us know during normal business hours as we may need to make some adjustments. While some residents may wish that their apartment be heated to a temperature higher than 68-72 it is not something that we provide. We have stocked space heaters in the office and will be happy to rent a space heater or 2 at \$5 each per month in the event you wish the temperature of your apartment to be higher than 68-72 degrees. Please do not call us for an emergency after 6:30pm unless your thermostat has been on for at least 2 hours and the temperature on the thermostat reads below 65. Many residents want their apartments to be 80 degrees. If that is what you want then you will either have to purchase your own space heater or rent one from us for the winter to supplement our heating system as our system is only meant to provide heat between 68-72 degrees?

## **POLICY REGARDING LOITERING:**

1. The primary purpose of Walkways, stairs, sidewalks, court yards, and parking area is to allow access to each unit. To keep the complex clean and well kept, the OWNER cannot allow any individuals to play, sit, or congregate anywhere inside the complex unless a certain area has been designated as a play area or picnic area.

## **MAINTENANCE REQUESTS:**

RESIDENT agrees to submit all Maintenance Requests in writing to Resident Manager.

### **NOISE:**

1. Boisterous activity or unnecessarily loud noise due to talking, playing of musical instruments, radio, stereo or television sets will not be permitted.
2. RESIDENT is requested to be particularly careful about noise before the hour of 9:00 a.m. and after 8:00 p.m. in consideration of other Resident(s). Any noise that can be heard outside the unit shall be considered too loud.

## **USE OF PREMISES & STORAGE OF PERSONAL BELONGINGS:**

Personal items of RESIDENT, such as brooms, mops, barbecue pits, bicycles, and tools must be kept inside unit. Balconies should be kept clean and neat. Nothing is to be hung on the exterior of the building or railings. No plants that self-drain shall be kept on balconies. OWNER may ask that items left on balconies be removed, if, in OWNER'S opinion they appear to be unsightly or don't conform to building design. Door mats, Screen Doors, Security Bars will only be allowed with prior written permission. Once Screen Doors or Security Bars are installed they will become the possession of Owner. Owner may remove Bars or Doors at any time with a 24 hour notice. To keep our community clean and neat we do not allow residents to store any type of personal items in hallways or in the front or rear yards. Bicycles, barbecue pits, shoes, chairs etc. will need to be kept in your apartment of a storage space rented. We have ample storage rooms available for rent for as little as \$10 per month. Please see Office Manager if you wish to rent a storage space. Any Items Left Outside Of The Dumpster Will Be Subjected To The Hourly Labor Rate As Outlined In The Tenant Charges In Addition To The Charges Caused By Waste Management.

## **PEST TREATMENT & BED BUGS:**

You agree that you will inspect the unit within 48 hours after moving in or signing this agreement and will notify us of any bed bugs or bed bug infestation. You also agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional. You must notify us of any known or suspected bed bug infestation or presence in the unit or in your personal property. Bed Bugs, Crabs, Lice Or Any other Infestations That Are Tenant Caused By The Tenant Will Be Treated At The Tenants Cost By The Complex. You will be required to pay all reasonable costs of cleaning and pest control treatment incurred by us to treat your unit during your tenancy or if found after you vacate.

## **PARKING:**

Owner and or Owner's agent has the right to regulate the time, manner, and place of parking all cars, trucks, sport utility vehicles, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles, and any other motorized bike may NOT be parked inside an apartment, on the sidewalk, underneath stairwells or in handicap parking areas. Owner has the right to have any unauthorized or illegally parked vehicles

towed or booted according to state law at the vehicle owner's expense at any time if it: Has a flat tire or is in any way inoperable, is on jacks, blocks or has wheel(s) missing, Is parked in more than one (1) spot, belongs to a resident or occupant that has abandoned, relinquished, or been evicted from the apartment, is parked in a designated handicap space without the legally required credentials, is in a space marked for office, visitors, management, or staff, impedes another vehicles access to or from the property, or impedes any trash areas, is in a fire lane or a designated "No Parking" zone, is in a space reserved for another resident, is on the grass, sidewalk, or in a patio, has expired tags and you have received at least 5 days' notice that you will be towed if not removed or registered. If Parking permits are required and they have expired your car will also be subject to towing. Residents must park their cars further from the curb so the front of their car does not hang over sidewalk making it difficult for residents to walk using the sidewalks. Commercial trucks, campers, u-hauls are not authorized to be parked in parking lots more than 24 hours unless specifically approved by Owner in writing.

### **DAMAGE TO RESIDENT'S PROPERTY:**

RESIDENT'S personal belongings are not covered under OWNER'S insurance policy. Any damage to RESIDENT'S belongings resulting from fire, theft, wind, rain, roof leaks, pipe bursts, earthquakes etc. are not covered by Owner. Resident is strongly advised to purchase renter's insurance to insure their personal effects. The insurance is not expensive and will save you much anguish if an accident occurs and your belongings are damaged or destroyed. We are not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or business or personal income from any cause, including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants, or guests, or vandalism unless otherwise required by law. We have not responsibility to remove ice or snow but may remove any amount with or without notice. Unless otherwise instructed, you must (for 24 hours a day) during freezing weather keep your unit heated to at least 50 degrees, keep closet doors open and drip hot water and cold water from all faucets and tubs. You will be responsible for any damage to ours and others property if said damage is caused by broken pipes due to your failure to adhere to these requirements.

### **COMMUNITY POLICIES OR RULES:**

You and all guests and occupants must comply with the following apartment rules. We may make reasonable changes to the written rules, effective immediately, if they are distributed and applicable to all units in the apartment community. Some rules may not be applicable to your community.

1. **SIDEWALKS, LANDINGS, STAIRWELLS, AND ENTRANCES:** are provided for ingress and egress to and from your unit. These areas are common areas and are not a place for residents to store personal belongings, mops, old chairs, dying plants, rugs, children's play toys, barbecue pits, bicycles or any other personal items. This area needs to be kept clean and free of clutter and personal items.
2. **BARBECUING OUTSIDE:** Due to insurance requirements as well as fire code, we do not allow barbecuing except in designated areas 20 feet from any building and only in areas we have designated. Many communities are not allowed to barbeque anywhere inside the community.
3. **LOUD NOISE & PARTIES:** We strive to maintain a quiet community and are very strict on noise, partying, and drinking. Boisterous activity or unnecessarily loud noise due to talking, playing of musical instruments, radios, stereo or televisions sets will not be permitted. Residents are requested to be particularly careful about noise before the hours of 8:00am and after 8:00 pm in consideration of other residents. Any noise that can be heard outside the unit shall be considered "too loud". Drinking of Alcoholic beverages outside your apartment is not permitted under any circumstances.
4. **DRUG USE AND OTHER ILLEGAL ACTIVITY:** Use of illegal substances is strictly prohibited as is any type of illegal activity.
5. **SMOKING:** In respect for residents who do not smoke, smoking should be done inside your apartment or away from the building. Please make sure that you and your guests place all cigarette butts in a waste container and not scattered around the community, or outside your front door. Management has been requested to inspect area surrounding each residents units to insure that cigarette butts are being disposed of properly.
6. **VIDEO SURVEILLANCE CAMERAS:** We have installed multiple surveillance cameras throughout the common area of our community. These cameras record 24 hours a day 7 days a week. Many parts of our community will be covered. If you experience any vandalism, breaks-ins, disturbances, damage to your car please let us know when and where the incident occurred and our cameras may provide you with the culprit. For those residents who feel cameras in public areas is an invasion of privacy we suggest you find living accommodations elsewhere. The rest of us will enjoy our community more in knowing that illegal activity will not be tolerated and if it does happen there is a chance it will be caught on tape. **DISCLAIMER:** Please understand that **NO ADDITIONAL SECURITY** from criminal activities is implied by our use of video cameras. These cameras may be turned off or permanently removed at any time.
7. **TRASH DUMPSTER:** Please make sure that all trash is placed inside trash dumpsters and no trash is left in laundry rooms. House hold trash only. Mattresses or furniture needs to be taken to the dump and not placed alongside dumpster. There will be a minimum \$50 charge if we are required to remove your furniture from the premises.
8. **RESIDENT CAUSED DAMAGES:** Damages to the interior of your unit, clogged garbage disposals and clogged drain lines are 99% of the time due to resident misuse or abuse. Any damages caused by residents are billed at a \$35 per hour rate plus cost of materials.
9. **RATE YOUR SERVICE SHEETS:** It is important that we receive constant feedback as to how you feel our management team has been performing, so we request that all residents complete our Rate Your Service sheet each month when you pay your rent. At that time you will be able to also make us aware of any problems in your apartment.
10. **HOW TO CONTACT US:** For any complaints or comments, you can reach the corporate office through email at [2contactcorporate@gmail.com](mailto:2contactcorporate@gmail.com)
11. **DISTURBANCES AND 24 HOUR COURTESY PATROL:** If you are experiencing a disturbance from your neighbor or witness a crime, you can reach our Courtesy Patrol person 24/7 by calling \_\_\_\_\_ and select option 4. Our system will automatically contact our Courtesy Patrol Officer whom should contact you within 10 minutes.
12. **ENFORCEMENT OF HOUSE RULES:** All staff (maintenance and managers) are instructed to enforce house rules as well as lease violations. Please be respectful to all staff when asked to follow house rules. They don't set the rules we do. They are just doing their job. Any disrespectful response such as threats, cussing, swearing, intimidating or disregarding instructions, will result in a written violation and will lead to an eviction or request that you move. If you have any questions regarding the rules you are free to call me directly.

### **MISCELLANEOUS:**

1. OWNER shall have the right to retain a set of pass keys to this particular unit.
2. RESIDENT SHALL NOT make any alterations to unit without prior written consent of OWNER.
3. Any terms of this rental agreement maybe changed, amended or deleted by owner with an 24 hour advance written notice other than rental rate or length of lease term.

- [illegible]

RESIDENT SIGNATURE	DATE	RESIDENT SIGNATURE	DATE	RESIDENT SIGNATURE	DATE

Rental agreement 10-10-2014