MONTH TO MONTH RESIDENTIAL RENTAL AGREEMENT

Parties

The parties to this Month to Month Residential Rental Agreement ("Agreement") are "Landlord" and "Tenant" as identified below:

> Landlord Tenant Joe Jester John Juggler Jane Jester Jenna Juggler Julie Juggler

The Tenants are jointly and severally responsible for their obligations ur reement. In using the terms Landlord and Tenant, the singular includes the pl

Premises

Location: Landlord rents to Tenant those Premises ident. by the following address

("Premises"): 4321 Right Road, Downs th, CA 2234

The Premises include the common areas of building wherein the unit is located, and include or exclude, as a sted, the following: Fixtures &

Amenities:

Included

• Fixtures described as: L ps nicrewave, refrigerator

• 2 parking spots as design and Landlord at no additional cost

• Storage space as Storage Landlord at no additional cost

· Use of the swimm

• Other expressions are to be for testing only

Parking: Tenant shah the sove noted parking spots only for parking operable

> and motorcycles that do not leak any fluids. Tenant shall cars, th se the parking spots for any of the following, without the prior not do

en co sent of the Landlord:

Par trailers, mobile homes, campers, or buses

in motor vehicles

· Repair or disassemble motor vehicles

• Use the parking spots as storage space

Tenant shall not use the above noted storage space for storing any perishable. illegal or hazardous items or substances, or any property that is not owned by Tenant.

Use of Premises

Tenant shall use the Premises only for residential purposes. Tenant shall not use or allow the use of the Premises in any way that interferes with other tenants' use and enjoyment of the Premises. Tenant shall not use the Premises for any illegal or improper purpose. Additionally, Tenant shall be allowed or not allowed to do (as indicated below) any of the following on the Premises:





Allowed:

- · Repair, disassemble, or store motor vehicles
- Park any motor vehicle in a place not specifically designated for parking
- · Operate a business

Not Allowed:

- · Wash motor vehicles
- Bring or park on the Premises any motor vehicle that leaks any fluids
- · Repair, maintain or operate heavy machinery (not including motor ve

Term

thereafter as a month to month tenancy. Either party may terminate the tenancy. y giving written notice 30 days in advance of the termination date, except that if Tenar-has in 1 in the Premises xx Furthermore, this paragraph is subject to any applicable laws that require different time periods for notice of termination. Any notice der must be delivered either by certified or registered mail or in person.

Rent

Sount \$1,250.00 per month, in advance, Amount: Tenant agrees to pay rent in the

XXXXXX

xx execution of this A Tenant shall pay the first month's rent.

he following forms: cashier check, money Form of Payment: Rent shall be property and

transfer.

XXXX d ma n Landlord's sole discretion, demand that all future xx Lan e by money order, cashier check, cash, or any other form

xx intended effective date, and Tenant shall comply with said demand. hdlord's decision not to exercise this right for any given returned check does not affect or waive this right for any future returned check.

Tenant shall deliver payment of rent by mail or personal delivery to Ross Swisser, 2345 Heavenly Dr., Thousand Oaks, ID 34534, (876) 789-9999. Personal delivery may be made during the hours of 10 am to 7 pm, Tuesday

through Thursday.

ate Cha<u>rge</u>

If any rent payment is not received within 3 days of when it is due, Tenant shall pay as additional xx estimate of the damages that Landlord will incur if Tenant is late in paying rent, which estimate is made because ascertaining and fixing the actual damages that would be suffered by Landlord is

xx does not give Tenant a grace period for paying rent, and that Landlord may exercise any rights available under the law for remedying Tenant's failure to pay rent when due.

Charges for Returned Checks

If Tenant makes a rent payment by check that is returned for insufficient funds, in addition to any

Security Deposit

Amount: Upon execution of this Agreement, Tenant s' pa a sec rity deposit in the

xx deposit will be payable to Tenant.

Uses: Landlord may claim of the security deposit on hose amounts as are

reasonably necessary to:

a) Compensate Landlord for Tenant's defa ' the payment of rent,

xx by Tenant or by a guest r licen. Tenant,

c) Clean the Premises up termina on of the tenancy necessary to return it to the same level of clean pess was in at the inception of the tenancy, and

d) Remedy any de at of heat's obligation herein to restore, replace, or

return personal pro dy rappurtenances.

Move-out In accor e with Ca ornia Civil Code section 1950.5(f), Landlord will

Inspection: timely

juction from the security deposit. If Tenant chooses not to have an instruction, Landlord's duties under this Code section will be discharged.

any security received and the disposition of the security deposit and shall

return any remaining portion of the security to Tenant.

Any refund check issued shall be payable to all Tenants named in this

Agreement. If

the security deposit.

Itemizatior Ad

Utilities

THERE IS NO SEPARATE METER FOR TENANT'S GAS AND ELECTRICITY. THIS MEANS THAT THE GAS AND THE ELECTRIC METERS THAT SERVE TENANT'S DWELLING AREA ALSO SERVE AREAS OUTSIDE OF TENANT'S DWELLING AREA. Accordingly, Tenant and Landlord agree as follows:

Joint Responsibility • Gas (67%) • Water (100%) • Long Distance (100%) • Cable (40%) • Tre Trimming (55%)

Landlord shall provide Tenant a copy of the entire bill reflecting amount of the charges for each utility listed above within from (1) days of Landlord's receipt thereof from the utility company. There is a with the next rent due, Tenant shall pay to Landlord a sum equal to the above indicated percentage of the entire bill.

Tenant's Responsibility Tenant shall place in Tenant's name and higher pay for, directly to the utility companies, the following utilities.

· Electricity · Telephone

Occupancy

Condition of Premises

Landlord shall maintain a repulations, including manning the Premises in tenantable condition as prescribed by California Civil (194).

the Inspection Letter, Tenant is satisfied with the condition of the Premises, including fixtures, appliances and furnishings.

Rules and Regulations

Alterations and Repairs By Tenant

Entry by Landlord

Landlord may enter the Premises only in the following cases:

- 1. In case of emergency.
- 2. When Tenant has abandoned or surrendered the lineses.
- 3. To make necessary or agreed repairs, corrions, lterations or improvements, supply necessary or agreed services, or exhibiting unit to prospective or actual purchasers, mortgagees, tenants of the contractors.
- 4. Pursuant to court order

Except where uses (2) above are applicable, Landlord shall give Tenant reasonable notice in writing of the intent to enter the Premises. The notice may be personally delivered to the

Locks and Keys

Tenant shall not change, re-key, or add any locks or devices that prevent Landlord from being able

Assignment and Subletting

Information Required For Notices and Personal Service

For the purposes of effecting personal service and for receipt of and annands required by this Agreement, the following is the information of each party as a ated:

Landlord 1: Joe Jester, (818) 888-7777

1234 Side Street, Upnorth, CA 91234

Landlord 2: Jane Jester, (818) 888-7777

1234 Side Street, Upnorth, CA 9123

Waiver of Breach

Either parties' waiver of a breach of any ovisio this Agreement shall not be considered any of the following: 1) a continuing waiver, a waiver of any subsequent breach, or 3) a waiver of any other breach.

Estoppel Certificate

Pet

W. rbeds

If Tenant desires to use a waterbed, Tenant shall comply with all the requirements of California Civil Code section 1940.5.

Indemnification of Landlord

While Tenant has possession of the Premises, if any negligent, intentional or willful conduct of Tenant or Tenant's guests or invitees causes any property damage or personal injury, Tenant shall

paragraph is not intended to waive any of Landlord's duties imposed by law.

Tenant's Duties

Per Civil Code section 1941.2, Tenant's duties are (1) to keep that part of the Premises which occupies and uses clean and sanitary as the condition of the Premises permits, (2) to dispose

use and operate all electrical, gas and plumbing fixtures and keep them as clean and their condition permits, (4) not to permit any person on the Premises, with his missing to facilities, equipment, or appurtenances thereto, nor himself do any such the ing, to occupy the only which were respectively designed or intended to be use

Additionally, Tenant shall cooperate with and allow Landlord aintain the Premises in vacating the Premises, at Tenant's expense, for fumigation regirs required to maintain the Premises in tenantable condition. Tenant shall not the for any rent for those days that ant to this paragraph. Tenant has vacated the Premises at Landlord's reque

Landlords Failure to Timely Deliver Pos

Tenant's remedies are limited to the fowing he event that Landlord fails to deliver

- le for any 1. Tenant will not be a until the date that possession is actually delivered, and
- eement by written notice, and Landlord shall promptly 2. Tenant may terr thereafter provid Ill re and of any monies paid by Tenant, if possession is not hin ? lendar days of the Commencement Date. delivered

ble for any other damages incurred by Tenant.

This Agreement is the complete, final, and the only Agreement between the understandings that may have existed regarding the same subject matter. Any other statements or promises, whether written or oral, that are made prior to or

incorporated herein by reference.

Every Term The parties agree that every term, provision, and covenant of this Agreement Material: is reasonable and material, and that a breach of any thereof is a breach of this

Agreement.

Modification of No modification or amendment to this Agreement will be effective unless it Agreement:

is in

provision below, that provision shall control whether the Guarantor's written

consent is required to any modification of this Agreement.

Severability: If any provision or part of this Agreement is found to be invalid or

unenforceable, the remaining provisions or parts will not be affected thereby

and will remain valid and enforceable.

Headings: Heading are for convenience only and shall not be used for interpreting and shall not

term of this Agreement.

Time of Essence: Time is of the essence for every term of this Agreement.

Renter's Landlord does not carry any insurance that covers Tenant's property.

Insurance: It is Tenant's responsibility to obtain renter's insurance at Tenant's renter's renter

expense.

Database Disclosure

