

**LEASE**

(Consult with your attorney about local technicalities or changes in the law subsequent to the revision date.)

OWNER/AGENT: Davis Management Corporation

RENTER: \_\_\_\_\_

PREMISES: Beverly Hills, California 9021

Owner and Renter agree that Renter's performance of and compliance with each of the terms hereof, and with Owner's House or Pool Rules (if any) which are incorporated herein by reference, constitute a condition on Renter's right to occupy the Premises. Any failure of compliance or performance by Renter shall allow Owner to forfeit this agreement and terminate Renter's right to possession.

TERM: From and Including _____	To and Including _____
<b>A. Rent Start Date</b> _____	<b>I. Storage Space</b> _____
<b>B. Rent per Month</b> <u>\$ _____</u>	<b>J. Maximum Occupancy</b> <u>(Per Agreement)</u>
<b>C. Day of Month Rent Due</b> <u>First (1<sup>st</sup>)</u>	<b>K. Named Renter</b> _____
<b>D. Late Rent Charge</b> <u>\$50.00 + \$10/day</u>	<b>L. Added per Occupant Rent</b> <u>\$250.00 per month</u>
<b>E. Returned Check Charge</b> <u>\$45.00</u>	<b>M. Owner's Personal Property</b> _____
<b>F. Security Deposit</b> <u>\$ _____</u>	<b>N. Charitable Organization</b> <u>Salvation Army</u>
<b>G. Owner Paid Utilities</b> <u>Water</u>	<b>O. Pets</b> <u>None allowed</u>
<b>H. Parking Space (Lic./Space#)</b> _____	<b>P. Inspection Consent (See ¶ 9)</b> <u>Yes</u>

**Rent** may be paid with check or money order only by (1) depositing it in brass rent box on wall of corridor opposite Resident Manager's apartment; or (2) handing it personally to Resident Manager; or (3) mailing it to Owner's Agent specified at the bottom of this Lease.

**Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

\_\_\_\_\_ **Owner's Acknowledgment** (Initial): The Premises were built before 1978. Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises.

\_\_\_\_\_ **Renter's Acknowledgment** (Initial): Renter has received the pamphlet "Protect Your Family from Lead in Your Home". Renter agrees to promptly notify Owner in writing of any deteriorated and/or peeling paint.

\_\_\_\_\_ **Agent's Acknowledgment** (Initial, if agent involved): Agent has informed Owner of Owner's obligation to disclose any known facts about lead-based paint on the property.

**1. Rent/Late Rent Charge:** Rent is payable in the form of check or money order only, unless otherwise designated in writing by owner, and the Payee should be the name of the apartment complex. Rent should be placed in the rent deposit box onsite at the Premises, on or before 11:59PM on the First day of the month. Should the Rent Start Date (Section A) be other than the first day of the month, Owner may prorate the rent to the first day of the succeeding month. Renter shall pay owner the rent due for each rental month in advance, on the date and in the amount set out in Sections B and C. If Renter fails to pay any rent as and when due, Renter shall pay a (one-time per such unpaid amount) Late Charge as set out in Section D, not to exceed one-half (½) the Rent per Month. If Renter's check is returned "NSF," Renter shall pay a Returned Check Charge set out in Section E and Owner may demand that future rent payments be by cashier's check or money order. Such Late Charge and/or Returned Check Charge may be deemed additional rent by inclusion in an eviction notice or may be deducted from Renter's Security Deposit. Any Security Deposit refund-claim shall be deemed compensated to the extent of any such deduction. All of Renter's monetary obligations hereunder are deemed rent. Unpaid Late Charge shall bear interest at 1%/month.

**2. Security Deposit:** Renter shall pay to Owner the total Security Deposit set out in Section F to secure Renter's compliance with all terms of this Agreement and Owner's Rules and Regulations. (In addition to the first month's rent, Owner may demand a security deposit not to exceed two times the monthly rent for unfurnished apartments and three times the monthly rent for furnished apartments.) No portion of the Security Deposit shall be deemed rent for any rental month unless Owner so elects, nor shall it constitute a measure of Owner's damages. No interest is payable on the Security Deposit unless required by law. Any refund of the Security Deposit to Renter shall be made in an amount and manner in accordance with the provisions of California Civil Code Section 1950.5.

**3. Utilities:** Renter shall pay for all utilities supplied to the Premises except those set out in Section G. If Renter defaults in the payment of rent, Owner may instruct any utility company to charge any utilities so designated, henceforth, to Renter and place the same in Renter's name, and Renter is obligated to pay for the same thereafter. Owner is authorized to get notice from any utility company of any default in payment by Renter. If Owner is charged with any such amount, Owner may recover it from Renter or deduct the same from the Security Deposit as unpaid rent or damages. Renter shall not use any common area utilities. To the extent allowed by law, the pro-rated amount of any penalty for utility overuse allowable to the Premises shall be payable by Renter as additional rent.

**4. Parking/Storage Rules:** If Renter is assigned a parking space on Owner's property, set out in Section H, Renter shall use such space only for the parking of operable, licensed and currently registered passenger automobiles and not for the washing, painting or repair of such vehicles. Renter shall not park, or allow anyone else to park, in any other space on Owner's property. Renter shall not assign or sublet any such parking space and Owner may have unauthorized vehicles towed away. Upon seven (7) days written notice to Renter, Owner may terminate Renter's parking privilege or change the size and/or location of Renter's parking space or storage space described in Section I.

**5. Named Renter/Assignment/Subletting:** The Premises shall not be occupied by more than the maximum number of "Agreement" occupants set out in Section J, unless required by law, nor by any person other than the Named Renter set out in Section K without the advance written consent of the Owner and at the additional rent set out in Section L or prescribed by law. Renter's right to possession shall not be assigned nor the Premises sublet. (Where applicable, LAMC Section 91.1207 restricts the maximum occupants to that number set out in Section J.)

**6. Good Condition Receipt:** Renter has examined the Premises including, but not limited to, the furniture, furnishings, fixtures, appliances and equipment provided by Owner and set out in Section M, windows, doors, plumbing and electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "as is" and acknowledges that the same are in good, clean and sanitary order, condition and repair unless noted to the contrary on Owner's copy of this Agreement. If an inventory is attached hereto it shall be deemed incorporated herein by reference. Except as provided by law, Owner shall not be required to make any improvements, replacements or repairs to the Premises and, if allowed by law, any such work shall be at Renter's expense. Upon termination or expiration of the tenancy, Renter shall return the Premises to Owner in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of Renter's personal property. Trash and debris, burns, stains, holes or tears, of any size or kind, in the carpeting, draperies, walls, windows or doors, among other conditions, shall not be deemed ordinary wear and tear. Renter acknowledges that no representation as to the condition or repair of the Premises, or as to Owner's intention with respect to any improvement, alteration, decoration or repair thereof, has been made to Renter unless noted on Owners copy of this Agreement. Renter's "good faith" in the assertion of any habitability defense to eviction for nonpayment of rent shall be established. Evidence of Renter's "good faith" shall include, but not be limited to, written proof of Owner's knowledge and opportunity to repair any claimed housing deficiency prior to service of an eviction notice, whether by a copy of a request-for-maintenance-demand delivered to Owner or otherwise, and lack of Renter-causation of the claimed housing deficiency.

**7. Maintenance and Repair/Alterations:** Renter shall: (a) keep the Premises in a clean and sanitary condition; (b) dispose of all rubbish, garbage and waste in a clean and sanitary manner; (c) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition; (d) not permit any person, in or about the Premises with Renter's consent, to deface, damage or remove any part of the structure in which the Premises are located nor the facilities, equipment or appurtenances thereto or thereon, nor himself do any such thing; (e) occupy and use the Premises in the manner in which they are designated and intended to be occupied and used. Renter shall be liable for the expense of any repair caused by Renter's failure to comply with these conditions. Renter shall not alter the Premises or paint or wallpaper any portion thereof. Renter shall not install or use any dishwasher, clothes washer, clothes dryer or air conditioner or exterior television antenna in or about the Premises except those which may be supplied by Owner. Renter is responsible for any telephone hook-up fee and shall carry any telephone or wire maintenance insurance offered by the telephone company.

**8. Damage/Destruction:** If the Premises, or structure in which they are located, are totally or partially destroyed and become unavailable for occupancy due to fire, earthquake, accident or other casualty beyond the control of Owner and Renter, for a period of twenty (20) days or more, then, and only then, any party hereto may terminate this Agreement with written notice to all other parties. If this tenancy is not so terminated, or if the period that the Premises are unavailable for occupancy is less than twenty (20) days for any of the above reasons or for reasons of Owner's maintenance, repair, modification, alteration, remodeling, reconstruction, extermination, or the like, the sole remedy of Renter shall be an abatement of the rent, proportionate to the interference with full use and enjoyment, until the Premises are again available for occupancy.

**9. Inspection/Entry:** Owner may enter and inspect the Premises for any lawful purpose during business hours and upon reasonable notice to Renter without Renter's presence. Owner may enter the Premises without advance notice to Renter in case of an emergency. Renter shall not add nor change any lock or locking device, bolt or latch on the Premises and shall provide Owner with a key to any such device, forthwith, on demand. Renter acknowledges that Owner is entitled to a key to the Premises and may use the same for entry as provided herein or by law. If "Yes" is specified in Section P, Renter consents to unannounced entry of Renter's apartment by government inspectors, without Renter's presence.

**10. Rules and Regulations:** Renter and all persons in or about the Premises with Renter's consent shall comply with all Rules and Regulations made by Owner, from time to time, and delivered to Renter, including House and Pool Rules. Owner shall not be obligated to enforce any such Rules and Regulations, or the terms of any other Agreement, and Owner shall not be liable to Renter for any violation of such Rules and Regulations or other Agreements by any other Renter or person. All visitors to the Premises, forthwith on Owner's demand, shall produce picture-identification and sign a visitor log book or be prohibited from entry.

**11. Insurance:** In consideration of this rental, Renter shall obtain and pay for any insurance coverage necessary to protect Renter from any loss or expense due to personal injury or property damage, including but not limited to that caused by any act or omission of any party, including Owner or co-tenants, criminal act, war, riot, insurrection, fire or act of God. The amount of monetary damage caused to Owner by renter's breach of this agreement shall be deemed to be an amount equal to the amount of any loss sustained by renter by any such act or event and shall offset any claim by Renter against Owner. Renter acknowledges that the Premises are not to be considered a security building which would hold Owner to a higher degree of care.

**12. Compliance With Laws:** Renter shall not violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other renter, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Owner's insurance premiums.

**13. Notice of Termination/Death/Surrender of Premises/Property:** Renter shall give written notice to Owner of Renter's intent to vacate the Premises at least 30 days in advance of such vacate date, upon expiration of this Agreement or at any time thereafter. Renter shall be liable for payment of rent through the later of: (a) The end of the Lease term; (b) The expiration of the 30-day notice; or (c) The date that Renter vacates the premises. Any holding over after expiration of the Lease, with the consent of the Owner, shall be construed as a month-to-month tenancy in accordance with the terms of this Lease, as applicable. Renter's death shall not relieve Renter's estate from Renter's obligation to pay rent during the term of this Agreement, however, if Renter is on a month-to-month tenancy, then tenancy terminates and rent obligation ends at the end of the month following Renter's last payment of rent before death. If Renter is absent from the Premises for thirty (30) consecutive days during which rent is unpaid, and if Owner has a reasonable belief that Renter does not intend to maintain occupancy of the Premises, the Premises and all of Renter's personal property located therein shall be deemed surrendered to Owner and Owner may re-enter and retake possession of the Premises and dispose of Renter's personal property by delivering it to the Charitable Organization set out in Section N, or to any like organization if the named organization refuses the property. If neither method of disposal of the property is effective, Owner may dispose of the property in any other manner Owner chooses, in Owner's absolute discretion.

**14. Waiver Of Default:** Owner's failure to require strict compliance with the terms of this Agreement, or to exercise any right provided for herein, shall not be deemed a waiver of such compliance or right, or waive such compliance or right in the future, and Owner's acceptance of rent with knowledge of any default by Renter shall not be deemed a waiver of such default, nor limit Owner's rights with respect to that or any subsequent default.

**15. Non-Curable Breach of Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises; (b) Arrest of Renter, family member, occupant, guest or visitor for possession/sale/ storage of any narcotic/controlled substance/chemical or herbal contraband in or about the Premises; (c) Failure to permit Owner's entry of the Premises following receipt by Renter of written notice of Owner's intent to enter the Premises; (d) Failure to cooperate with Owner or any pest controller/fumigator/exterminator following receipt by Renter of notice that such services will be performed in or about the Premises; (e) Defaults by Renter causing Owner to serve more than two notices to pay or quit, or perform or quit, in any twelve (12) month period, whether or not Renter subsequently cures such defaults; (f) A misrepresentation or material omission on Renter's Rental Application; (g) Delivery of any security door/gate key to anyone not a party to this Agreement; or (h) Failure to comply with any demand by Owner concerning Renter's parking privilege.

**16. Pest Control/Fumigation/Extermination:** Upon demand by Owner, Renter shall temporarily vacate the Premises, for a reasonable period required, to allow cited or needed repairs, pest or vermin control work to be done. Rent shall be abated during Renter's absence. Renter shall comply forthwith, with all instructions from the pest controller, fumigator and/or exterminator regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine.

**17. Pets/Water Beds/Musical Instruments:** Renter shall not bring or keep any pet (dog, cat, bird, reptile, etc.) on the premises unless noted in Section O of Owner's copy of this Agreement. Liquid-filled furniture shall not be accepted on the Premises except with proof of \$100,000 insurance. Musical instruments may not be played on the Premises.

**18. Designation Of Parties:** The term "Owner" includes a "manager," "agent of the owner," "management company," "Trustee" of a Trust, or any other person or entity acting on behalf of the owner as the Lessor of the premises entitled to rent the premises, collect the rent for the premises and prosecute eviction actions.

**19. Partial Invalidity:** If any portion of this Agreement is held invalid, it shall not affect the validity of any other portion of this Agreement.

**20. Attorneys Fees:** If any legal action or proceeding is brought by Owner or Renter related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees not to exceed \$5,000.00. Owner and Renter mutually waive their right to a jury trial.

**21. Guarantor(s):** On demand by Owner, Renter shall obtain the execution of a Continuing Guarantee Agreement provided by owner, by an agreed upon Guarantor. Said agreement shall be deemed incorporated herein and subject hereto.

**22. Rent Acceptance:** Renter shall make all rental payments in full. Owner's acceptance of a rental payment that is less than the amount stated in the lease shall be deemed partial payment on that month's account. Owner's acceptance of a partial payment shall not constitute accord and satisfaction nor shall it forfeit Owner's right to collect the balance due on that account. The Owner may accept any partial payment check despite any endorsement condition, stipulation or other statement on the check without prejudice to Owner's right to recover the balance remaining due, or to pursue any other remedy available under this Lease. Rent tendered by a third person for Renter's benefit may be accepted without creating any new tenancy.

**23. Short-Term Rental Rate:** Renter and Owner agree that, in the event Renter shall fail to fulfill the term of this Lease, then a higher, short-term rate of rent shall be applied to the months during which the Renter occupied the Premises. The increased rate of rent shall be reflected as a one-time, "Short-Term Surcharge" upon move-out. The Short-Term Surcharge shall be a lump sum equal to \$100.00 per month for each unfulfilled month in the term of the Lease.

**24. Credit Report:** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency and/or your credit may be checked periodically.

**25. Entire Agreement:** The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement contrary hereto. Renter represents that he has relied solely on his own judgment, experience and expertise in entering into this Agreement. Any modification of this agreement, to have any legal effect, must be in writing and signed by Owner.

**26. Estoppel Certificate:** Within 10 days after written notice, Renter agrees to execute and deliver an estoppel certificate as submitted by Owner acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Renter's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by a lender or purchaser.

**27. Notices Upon Termination by Renter:** Renter is aware, pursuant to California Civil Code §AB2330, that following Renter's submission to Owner of a written notice to vacate the Premises, Renter is entitled to receive written notice from Owner of Renter's right to an "initial inspection" of the Premises for damages and to be present at such inspection. Without waiving Renter's right to such "initial inspection," Renter does hereby waive requirement of the written notice from Owner for such "initial inspection."

**28. Additional Required Notices: (A) Toxic Substance Warning Notice.** Owner is required to give Renter notice that areas on this property contain one or more of some 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity and harm and birth defects. Please contact the owner for further information. **(B) Mold and Mildew Warning Notice.** Mold and mildew may be injurious to one's health. Renter acknowledges that: (a) Renter has inspected the Premises and every part thereof at the outset of the tenancy; (b) Renter has found no signs of moisture, mold or mildew therein; (c) Renter shall: (i) keep the Premises well-ventilated, clean and dry and immediately remove any signs of mold or mildew from all surfaces; (ii) promptly notify Owner of any dampness from leaks, overflows, water intrusion, etc.; and (iii) promptly notify Owner of any malfunction of ventilation, air conditioning or heating systems. Renter shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties. **(C) DOJ 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 website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the community of residence and zip code, or the address, at which the offender resides.

**Certification of Accuracy:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner \_\_\_\_\_ Renter \_\_\_\_\_

**Additional Terms:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No one other than the Renter shall occupy the Premises except the following dependent persons (state name, age and relationship):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED \_\_\_\_\_ DATED \_\_\_\_\_

**OWNER'S AGENT:** **RENTER(S):**

Davis Management Corporation \_\_\_\_\_

441 S. Beverly Drive, Suite 5 \_\_\_\_\_

Beverly Hills, California 90212 \_\_\_\_\_

\_\_\_\_\_

Signature: Resident Manager \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ Beverly Hills, California 9021 \_\_\_\_\_

Signature: Real Estate Agent \_\_\_\_\_ City & State \_\_\_\_\_