



SAMPLE LEASE (Actual lease may vary)

1. PARTIES:

This Lease is made and entered into this _____ day of _____, 20XX, by and between ROBINSON RESIDENCES (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Renter").

2. PREMISES:

Owner hereby leases to Renter, and Renter hereby leases from Owner, on the terms and conditions hereinafter set forth, that certain real property and the residence located thereon situated in the City of Los Angeles, County of Los Angeles, State of California, commonly known as:

_____ ANY HOUSE, 1000 ANY STREET, LOS ANGELES, CA 90007 _____

3. TERM:

The term of this Lease shall be for _____ 12 MONTHS _____ commencing on _____ AUGUST 16 _____, 20XX and ending on _____ AUGUST 15 _____, 20XX

4. RENT:

Renter shall pay to Owner as rent for the Premises, the sum of _____ (\$ _____) dollars per month, in advance on the first day of each month during the term hereof. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the United States to the Owner at the address stated herein for notices or to such other persons or such other places as the Owner may designate to Renter in writing. If Renter's check is returned unpaid by Renter's bank for any reason, Renter agrees to pay to Owner a returned check fee of \$25.00 and Owner may require that future rent payments be made by cashier's check or money order. Renter agrees to pay to Owner a late payment fee of \$30.00 for any Rent payment not received by Owner on the first day of each month during the term hereof. Rent must be received (not postmarked) on the first day of each month during the term hereof.

5. SECURITY DEPOSIT:

Renter shall deposit with Owner upon execution of this Lease a security deposit of _____ (\$ _____) dollars to secure Renter's faithful performance of the terms of this Lease. After Renter has vacated, leaving the Premises vacant, Owner will use the security deposit for cleaning of the Premises, for repair of any damage to the Premises beyond normal wear and tear, and for any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code 1950.5. Renter may not use said deposit for rent owed during the term of the Lease, including the final month. Within 21 days of Renter's vacating the Premises, Owner shall furnish Renter a written statement indicating any amounts deducted from the security deposit and returning the balance to the Renter. If Renter fails to provide a forwarding address to Owner, then Owner shall send the statement and any security deposit refund to Renter at the address of the leased Premises.

6. POSSESSION:

If Owner for any reason cannot deliver possession of the Premises to Renter at the commencement of the term, Owner shall not be liable to Renter for any loss or damage resulting therefrom, but there shall be a proportionate reduction of rent; nor shall this Lease be void or voidable for a period of twenty (20) days thereafter; and if for any reason the Premises cannot be delivered within said twenty (20) day period, Renter may, prior to Owner's delivery of the Premises, declare this Lease to be null and void and all money paid to Owner shall be refunded to Renter.

7. USE:

It is agreed that the Premises shall be used only for residential purposes, for only the named person(s) _____

and no animals, and for no other purpose whatsoever. Renter in his/her possession, use and occupancy of the Premises agrees to observe and comply with all restrictions, laws and ordinances affecting said Premises or occupancy thereof; and Renter further agrees that no use shall be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Premises, or will cause the cancellation of any insurance policy covering the Premises.

INITIALS _____

8. UTILITIES:

Renter shall pay for all utilities, including water, electricity, gas, trash pickup, internet service, telephone service and cable or satellite television. Renter agrees to provide and pay for water required for exterior irrigation, and acknowledges that the cost of such water has been taken into account in setting the monthly rent specified in this Agreement. Owner shall provide weekly cleaning of kitchen, bathrooms, hallways and stairways.

9. REPAIRS AND MAINTENANCE:

Owner shall at its sole cost and expense keep and maintain the exterior walls, roof, electrical wiring, heating system, air conditioning system (if any), water heater, water lines, and appliances provided by Owner, in good and sanitary order, condition and repair, except where damage to such fixtures and appliances is caused by Renter. Renter shall inform Owner immediately, in writing, of any defect, malfunction or failure of any system, item or part of the rented Premises. Any backup or blockage in plumbing fixtures or drainage system, and any resulting damage to Premises, must be corrected and paid for by Renter unless a plumber determines that the problem originated in the underground portion of the drainage system.

Except as provided herein, Renter agrees that the Premises are now in a tenable and good condition and shall at his/her sole cost and expense keep and maintain the Premises, appurtenances and every part thereof, in the manner in which they were received, reasonable wear and tear excepted, including household furnishings, fixtures, goods and chattels belonging to Owner so that they shall remain in good and satisfactory order, condition and repair. Owner agrees to maintain landscaping, driveway and parking area.

10. ALTERATIONS:

Renter shall not, without Owner's prior written consent, make any alterations, improvements or additions in or about the Premises, including changes or additions to windows, window coverings, lighting fixtures, fireplace mantels, walls, floors, ceilings, paint, wallpaper and appliances. Renter will not add, change or install any lock, bolt, locking device or latch on the Premises. Renter will not without Owner's written approval repair any part of the Premises, fixtures or appliances. All repairs will be implemented using Owner's approved materials and labor. Any decorations installed by Renter shall be affixed using materials whose removal will not result in damage to the surface to which they are affixed. The use of nails, screws, tacks, pins, or other hardware for such purpose is prohibited. Renter shall be liable for any repairs necessary to restore premises to the original condition.

11. HOLD HARMLESS:

Renter shall indemnify and hold Owner harmless from and against any and all claims arising from Renter's use or occupancy of the Premises or from any activity, work, or thing which may be permitted or suffered by Renter in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Owner's willful or grossly negligent conduct, Renter hereby assumes all risk of damage to property, including household furniture and goods, or injury to persons in or about the Premises from any cause, and Renter hereby waives all claims in respect thereof against Owner.

12. DAMAGE TO PREMISES:

(a) If the Premises are so damaged by fire or from any other cause as to render them uninhabitable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Renter, or his/her invitees, so as to render the Premises uninhabitable, Owner only shall have this right of termination.

(b) If this Lease is not terminated as provided in this paragraph (12), Owner shall promptly repair the Premises and there shall be a proportionate reduction of rent until the Premises are repaired and ready for Renter's occupancy, such proportionate reduction to be based upon the extent to which the making of repairs interferes with Renter's reasonable use of the Premises.

13. ASSIGNMENT AND SUBLETTING:

Renter shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Renter's interest in this Lease or in the Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. The consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Renter shall pay to Owner an administrative fee of One Hundred and Fifty (\$150.00) dollars immediately upon notifying Owner of his/her intention to sublet. Renter may proceed with subletting only in accordance with Owner's written policy.

14. DEFAULT:

It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Renter shall default and breach any other covenant or provision of the Lease, then Owner, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. Owner may, at its option, either maintain this Lease in full force and effect and recover the rent and other charges as they become due or, in the alternative, terminate this Lease. In addition, Owner may recover all rentals and any other damages and pursue any other rights and remedies which the Owner may have against Renter by reason of such default as provided by law.

15. ABANDONMENT:

Renter shall not vacate or abandon the Premises at any time during the term of this Lease.

16. ENTRY BY OWNER:

Renter shall permit Owner and/or its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice, by mail or by posted note, for the purpose of inspecting or maintaining the Premises, or for the purpose of exhibiting the Premises to prospective purchasers, lenders, insurers or appraisers. Owner may enter the Premises without advance notice in case of emergency.

If Renter has not signed a renewal lease by the deadline prescribed in Clause 19 for such renewal, Renter agrees that Owner may then show the Premises to prospective new renters between 9 a.m. and 6 p.m. on Mondays through Saturdays without further notice.

INITIALS _____

17. ATTORNEY'S FEES:

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

18. SURRENDER:

On the last day of the term of this Lease, Renter shall surrender the Premises to Owner clean and in good condition, ordinary wear and tear excepted.

19. TERM/RENEWAL/HOLDING OVER:

Renter acknowledges that Premises are in a student housing area and are subject to the demands of the student renting cycle. In November of the Lease term, if Renter is not in arrears or in default of any term of the Lease, Renter may make a written request to Owner to extend the tenancy for 12 months following the end of the Lease term. If Owner chooses to accept, Renter shall sign a new 12-month lease by November 25 of the Lease term. If Renter does not meet the deadline, Renter agrees that Owner may show the premises to prospective new renters as provided in Clause 16 of this Lease.

20. BINDING ON SUCCESSORS AND ASSIGNS:

Each provision of this Lease performable by Renter shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

21. NOTICES:

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and either served personally or by registered or certified United States mail, postage prepaid, addressed to the address as set forth below:

TO OWNER AT:
27 ST. JAMES PARK
LOS ANGELES, CA 90007-2521

TO RENTER AT:
1000 ANY STREET
LOS ANGELES, CA 90007

Such notice shall be deemed to be received within forty-eight (48) hours from time of mailing.

22. WAIVERS:

No waiver by Owner of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Renter of the same or any other provision.

23. TIME:

Time is of the essence of this Lease.

24. JOINT AND SEVERAL OBLIGATIONS:

"Party" shall mean Owner and Renter, and if more than one person or entity is the Owner or Renter, the obligations imposed on the party shall be joint and several.

25. PARKING:

Rent includes up to eight outdoor parking spaces on the Premises for use by Renter, in locations to be designated by Owner. No resident may park more than one vehicle on the Premises, and no non-resident other than Owner or persons authorized by Owner may park on the Premises. Owner may park or store additional vehicles on the Premises, and shall retain exclusive use of the garage.

26. HOUSE RULES:

Renter agrees to comply with the House Rules provided by Owner, which are a separate incorporated document. Renter's breach of the House Rules shall have the same force and effect as a breach of this Residential Lease.

27. MISREPRESENTATION:

Misrepresentation on an application will be considered a material breach of this rental agreement.

The parties hereto have executed this Lease on the date first above written.

RENTER: _____ RENTER _____

RENTER _____ RENTER _____

RENTER _____ RENTER _____

RENTER _____ RENTER _____

OWNER: _____

REQUIRED NOTICES (Addendum to Lease)

1. LEAD:

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 people and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint hazards in the housing premises. Also, renters must receive a federally approved pamphlet on lead poisoning prevention.

The Premises were built before 1978. Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises, and Owner has no report or record pertaining to lead-based paint in or on the Premises.

Renter's initials _____ indicate that Renter has received the pamphlet entitled "Protecting Your Family From Lead In Your Home," and a copy of any report re: lead-based paint on the property, and Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

2. CHEMICALS:

Renter must be provided with a copy of a "chemicals used notice" from Owner's pest control company (Civil Code 1940.8) if, and only if, there is a written pest control contract in effect. **No such contract is in effect.**

3. TOXIC SUBSTANCE WARNING NOTICE:

Owner is required to give Renter notice that areas on the property contain one or more of some 700 + toxic substances and chemical substances, such as cleaning substances, automobile exhaust fumes, second-hand smoke, laundry fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm. Please contact the owner for further information.

4. MOLD AND MILDEW WARNING NOTICES:

Mold and mildew may be injurious to one's health. Therefore, Renter agrees to: (a) inspect the Premises, and every part thereof, at the outset of the tenancy for signs of moisture, mold or mildew therein; (b) keep the Premises well-ventilated, clean and dry, (c) promptly notify Owner of any dampness from leaks, overflows, water intrusion, etc., and (d) 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.

5. DOJ NOTICE:

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 2290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" service. Also, you may inquire about registrants on the internet.

6. EXPIRATION/HOLDOVER/DEATH NOTICE:

Renter shall vacate the Premises upon expiration of the term of the lease without notice to vacate from Owner being required. Any holdover without Owner's consent shall be deemed a trespass, and damages shall accrue at a daily charge equal to twice the pro-rated monthly Lease rent. A holdover with owner's written consent, unless otherwise agreed, shall be a month-to-month tenancy subject to all covenants and conditions of the Lease. A 30-day notice from Renter is required to terminate any such holdover tenancy. Renter's death shall not terminate any remaining rental obligation for the balance of the Lease term, but Owner, at Owner's option, may take possession of the Premises and re-rent them to mitigate any damages.