

Residential Lease or Month-to-Month Rental Agreement

For 5419½ Thornburn Street, Westchester, CA 90045

Stephen W. Leung ("Landlord") and TenantOne & TenantTwo, ("Tenant") agree as follows:

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: **5419½ Thornburn Street, Westchester, CA 90045** ("Premises").

B. The following personal property is included: **Gas Range, Refrigerator, Washer/Dryer, Carpet Throughout, and Window Blinds Throughout.**

2. TERM: The term begins on **September 1, 2023** ("Commencement Date"), (**Check A or B**):

A. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice maybe giving on any date.

B. Lease: and shall terminate on **August 31, 2024** at 11:59pm. Any holding over after the term of this Agreement expires, with Landlord's consent, shall create a month-to-month tenancy which either party may terminate as specified in paragraph 2A. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of the Agreement shall remain in full force and effect.

3. RENT:

A. Tenant agrees to pay rent at the rate of **\$2300.00** per month for the term of the Agreement.

B. Rent is payable in advance on the **1st** day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the first day of the month, rent shall be prorated based on a 30-day period. If Tenant has paid one full month's rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.

D. PAYMENT: The rent and/or other charges shall be paid to **Stephen Leung** using a payment method approved by Landlord in writing to Tenant.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay **\$2000.00** as a security deposit to Landlord.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant's default in payment of rent, Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy or upon termination of tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (2) return any remaining portion of security deposit to Tenant.

C. No interest will be paid on security deposit, unless required by local ordinance.

5. MOVE-IN COSTS RECEIVED/DUE

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from Sept 1, 2023 to Sept 30, 2023	\$2300.00		\$2300.00	9/1/2023
Security Deposit	\$2000.00		\$2000.00	9/1/2023
Total	\$4300.00		\$4300.00	9/1/2023

6. PARKING: Parking is permitted in assigned garage. The right to parking is included in the rent charged pursuant to paragraph 3.

7. STORAGE: Storage is permitted in the garage. The right to storage space is included in the rent charged pursuant to paragraph 3. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another on in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material. Tenant acknowledges that the garage may be wet at times and agrees to store property appropriately to prevent damage. Tenant shall not store any property in common areas of the premises.

8. LATE CHARGE/NSF CHECKS: Tenant acknowledges that either late payment of rent or issuance of a non-sufficient funds ("NSF") check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, an additional **\$7 for each delinquent day** as Late Charge and \$25.00 as a NSF fee, either or both of which shall be deemed additional rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs landlord may incur by reason of Tenant's late or NSF payment. Any late Charge or NSF fee due shall be paid before the next installment of rent is due. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

9. CONDITION OF PREMISES: Tenant has examined Premises, all furniture, appliances, and landscaping, if any and fixtures, including smoke detectors. Tenant will provide Landlord a list of items which are damaged or not in operable condition within **7 days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

10. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, registered felons or offenders, fire protection, other governmental services, proximity to commercial industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preference of Tenant. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via the website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

11. UTILITIES: Tenant agrees to pay for all utilities and services except water utilities and landscape maintenance, which shall be paid for by Landlord.

12. OCCUPANTS: The premises are for the sole use as a personal residence by the following named persons **only: TenantOne & TenantTwo**. If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by **10% of the current rental rate for each such person**. Any person staying 14 days cumulative or longer without the Landlord's written consent, shall be considered as occupying the premises in violation of this agreement.

13. PETS: No animal or pet shall be kept on or about the Premises without Landlord's prior written consent.

14. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord which are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

15. MAINTENANCE:

A. Tenant shall properly use, operate, and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests or invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. Landlord shall be responsible for the maintenance of the garden, landscaping, trees, and shrubs.

16. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, without Landlord's prior written consent, including but not limited to: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.

17. KEYS/LOCKS:

A. Tenant will receive on the Commencement Date: 2 keys to Premises, 2 keys to garage, 2 keys to mailbox, 1 key to garage emergency release lock, and 1 garage door remote.

B. Tenant acknowledges that locks to the Premises have been re-keyed since the previous tenant's residence.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY: Tenant shall make Premises available to Landlord or representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that twenty-four hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or representative may enter Premises at any time without prior notice.

19. SIGNS: Tenant authorizes landlord to place For Sale/Lease signs on the Premises.

20. ASSIGNMENT/SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or subleasee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer, or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease, and does not release Tenant of Tenant's obligation under this Agreement.

21. LEAD PAINT: Premises was constructed prior to 1978. In accordance with federal law, Landlord gives, and Tenant acknowledges receipt of, the disclosures on the attached form and a federally approved lead pamphlet.

22. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to date on which possession is made available to Tenant. If landlord is unable to deliver possession within 5 calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all rent and security deposit paid.

23. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of Agreement, Tenant shall: (a) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord in the same condition as referenced in paragraph 9; (e) clean Premises, including professional cleaning of carpet and drapes; and give written notice to Landlord of Tenant's forwarding address. All improvements installed by Tenant, with or without landlord's consent, become the property of Landlord upon termination.

24. BREACH OF CONTRACT/EARLY TERMINATION: In addition to any obligations established by paragraph 23, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready premises for re-rental.

25. NON-CURABLE BREACH OF AGREEMENT: It shall be considered a non-curable breach of this Agreement, within the meaning of Code of Civil Procedure 1161 subsection 3, if tenant has not paid the rent when due, three times in any 12 month period. No notice of these delinquencies need be served on the tenant.

26. TEMPORARY RELOCATION: Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and remove all perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate Premises.

27. ABANDONMENT: It shall be deemed a reasonable belief by the Landlord that an abandonment of the premises has occurred, within the meaning Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and Tenant has been absent from unit for 14 consecutive days. In that event, Landlord may serve written notice pursuant to Civil Code Section 1951.2. If Tenant does not comply with the requirements of said notice in 18 days, the Premises shall be deemed abandoned.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If Agreement is not terminated, Landlord shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in rent shall be made.

29. INSURANCE: Tenant's personal property and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance (Renter's Insurance) to protect Tenant from any such loss.

30. WATERBEDS: Tenant shall not use or have waterbeds on the Premises unless: (a) Tenant obtains a valid waterbed insurance policy; (b) Tenant increases the security deposit in an amount equal to one-half of one month's rent; and (c) the bed conforms to the floor load capacity of Premises.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices shall be served via email at the following address, or at any other location subsequently designated:

Landlord: stephen.w.leung@gmail.com

Tenant: TenantOne@gmail.com

TenantTwo@gmail.com

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or landlord's agent within 3 days after its receipt. The tenant estoppel certificate acknowledges that this Agreement is unmodified and in full force, on in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually whether or not in possession.

35. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the credit report(s), or (b) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

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- 36. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** Black trash bin designated for this property, Green trash bin, and Blue trash bin shall be taken out by Tenant as needed for garbage collection on Monday mornings.
- 37. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity of enforceability of any other provision in this Agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____