7. **Landlord's Failure to Give Possession.** In the event Landlord is unable to give

5. **Additional Rent.** There may be instances under this Agreement where Tenant may be

required to pay additional charges to Landlord. All such charges are considered

additional rent under this Agreement and will be paid with the next regularly scheduled

rent payment. If Tenant does not pay rent within three (3) days after the due date, Tenant

will pay a late charge in the amount of 5% of the monthly rent and such late charge will

be paid as additional rent. Landlord has the same rights and Tenant has the same

obligations with respect to additional rent as they do with rent.

6. **Use of Premises.** The Premises will be occupied only by the Tenant and his/her/their

immediate family and used only for residential purposes.

The first rent payment is payable to Landlord when Tenant signs this Agreement.

possession of the Premises to Tenant on the start date of the Term, Tenant will not be

liable for rent until after Landlord gives possession of the Premises to Tenant. This does

not affect the end date of the Term.

8. **Security Deposit.** At the same time Tenant signs this Agreement, Tenant will pay a

security deposit in the amount of $4,000.00 USD to Landlord. The security deposit will

be retained by Landlord as security for Tenant’s performance of obligations under this

Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord

may apply any or all of the security deposit in payment of any amount owed by Tenant

and for any damages and costs incurred by Landlord due to Tenant’s failure to comply.

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from Landlord, the Premises according to the terms and conditions in this Agreement.

This Lease Agreement (this “Agreement”) is made this 01 day of October, 2015, by and

between Keith Richards located at 135 Edmund Avenue, Los Angeles, CA, 90001

(“Landlord”) and Clara Trueba, Esteban Trueba, located at 6234, San Francisco, CA,

94101 (“Tenant”). Each Tenant is jointly and severally liable to Landlord for payment of

rent and performance in accordance with all other terms of this Agreement.

1. **Premises.** The premises leased is a apartment with 2 bedroom(s) and 2 bathroom(s)

located at 5234 Ishmael Drive, Los Angeles, CA, 90001 (the “Premises”). Premises

includes a reserved parking space.

2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease

**Lease Agreement**

3. **Term.** This Lease will be for a term of twelve (12) months beginning on 10/03/2015

and ending on 10/03/2016 (the “Term”).

4. **Rent.** Tenant will pay Landlord a monthly rent of $2,000.00 USD. The rent is

payable in advance and due on the 3rd of each month during the Term. The rent will be

paid to the Landlord at the Landlord's address stated above (or at another address as

directed by Landlord) by mail or in person and accepted via one of the following

methods:

- personal check

- PayPal

time. At the discretion of Landlord, the rent may be reduced while the repairs are being

unless Landlord requests or permits removal in which Tenant will then return that part of

the Premises to the same condition as existed prior to the alteration, addition or

improvement. Tenant will not change any existing locks or install any additional locks on

the Premises without first obtaining Landlord's written consent and without providing

Landlord a copy of all keys.

13. **Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or

accident and the Premises become uninhabitable as a result, Tenant may immediately

vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will

be responsible for any unpaid rent or will receive any prepaid rent up to the day of such

fire, disaster or accident. If the Premises are only partially damaged and inhabitable,

Landlord may make full repairs and will do so within a prompt and reasonable amount of

become Landlord’s property immediately on completion and remain on the Premises

made.

14. **Liability.** Landlord is not responsible and liable for any loss, claim, damage or

expense as a result of any accident, injury or damage to any person or property occurring

anywhere on the Premises unless resulting from the negligence or willful misconduct of

Landlord.

15. **Assignment and Subletting.** Tenant will not assign this Agreement as to any portion

or all of the Premises or make or permit any total or partial sublease or other transfer of

any portion or all of the Premises without obtaining Landlord’s prior written consent.

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appliances, fixtures and other furnishings, acknowledges that they are in good repair and

Tenant will, within one (1) days following receipt of such written notice, pay to Landlord

the amount equal to that used by Landlord in order to restore the security deposit to its

full amount. Within one (1) days after the termination of this Agreement, Landlord will

return the security deposit (minus any amount not applied by Landlord in accordance

with this section) to Tenant. The security deposit will bear interest while held by

Landlord in accordance with applicable state laws and/or local ordinances.

9. **Utilities.** Tenant is responsible for payment of all utility and other services for the

Premises including electric, gas, telephone, cable television, water, except for the

following: trash, sewage, which will be paid for by Landlord.

10. **Condition of the Premises.** Tenant has examined the Premises, including the

Landlord will provide to Tenant written notice of use of any or all of the security deposit.

condition and accepts them in its current condition.

11. **Maintenance and Repairs.** Tenant will keep the Premises, including the grounds and

all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair.

If repairs other than general maintenance are required, Tenant will notify Landlord for

such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the

cost of any repairs or replacement.

12. **Alterations.** Tenant will not make any alteration, addition or improvement to the

Premises without first obtaining Landlord’s written consent. Any and all alterations,

additions or improvements to the Premises are without payment to Tenant and will

Landlord may terminate this Agreement by giving a three (3) day written notice to

make any claim for the unexpired Term of this Agreement.

20. **Notices.** All notices given under this Agreement must be in writing. A notice is

effective upon receipt and shall be either delivered in person, sent by overnight courier

service or sent via certified or registered mail, addressed to the Landlord or Tenant at the

address stated above or to another address as Landlord may designate upon reasonable

notice to Tenant.

21. **Default and Remedies.**

a.

Default. In the event of any default under this Agreement, Landlord may provide

Tenant a notice of default and an opportunity to correct such default. If Tenant

fails to correct the default, other than a failure to pay rent or additional rent,

title or interest which he/she/they may have to any such award and agrees to not

Tenant via any of the following methods:

- hand delivery

If the default is Tenant’s failure to timely pay rent or additional rent as specified

in this Agreement, Landlord may terminate this Agreement by giving a three (3)

day written notice to Tenant. After termination of this Agreement, Tenant remains

liable for any rent, additional late, costs including costs to remedy any defaults,

and damages under this Agreement.

b.

Other Remedies. If this Agreement is terminated due to Tenant’s default,

Landlord may, in addition to any rights and remedies available under this

Agreement and applicable law, use any dispossession, eviction or other similar

legal proceeding.

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extension thereof.

that will increase the insurance risk under any policy of insurance covering the Premises.

If the premium for such policy of insurance increases due to a breach of Tenant’s

obligations under this Agreement, Tenant will pay the additional amount of premium as

additional rent under this Agreement.

17. **Right of Entry.** Landlord or its agents may enter the Premises at reasonable times to

inspect the Premises, to make any alternations, improvements or repairs or to show the

Premises to any prospective tenant, buyer or lender. In the event of an emergency,

Landlord may enter the Premises at any time.

18. **Subordination.** This Agreement and Tenant’s right under it shall be subject and

subordinate to the lien, operation and effect of each existing or future mortgage, deed of

trust, ground lease and/or any other similar instrument of encumbrance covering any or

all of the Premises and each renewal, modification, consolidation, replacement or

16. **Insurance Requirements.** Tenant will not do or permit to be done any act or thing

19. **Condemnation.**

a.

Effect of Condemnation. If all or substantially all of the Premises are covered by

a condemnation including the exercise of any power of eminent domain by a

governmental authority, this Agreement shall terminate on the date the possession

of the Premises is taken by the condemning authority, and all rent under this

Agreement shall be apportioned and paid to such date.

b.

Right to Award. Landlord is entitled to collect from the condemning authority the

entire amount of any award made in any proceeding. Tenant waives any right,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord and Tenant and supersedes all prior understandings of Landlord and Tenant,

including any prior representation, statement, condition, or warranty.

28. **Amendments.** This Agreement may be amended or modified only by a written

agreement signed by both Landlord and Tenant.

**Additional Provisions and/or Disclosures.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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27. **Entire Agreement.** This Agreement constitutes the entire agreement between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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unless such waiver is made expressly and in writing.

22. **Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises

immediately upon the expiration of the Term or the termination of this Agreement, clean

and in as good condition and repair as the Premises were on the delivery date except for

damage by fire, casualty or condemnation and ordinary wear and tear.

23. **Quiet Enjoyment.** If Tenant pays the Rent and performs all other obligations under

this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during

the Term.

24. **No Waiver.** Neither Landlord nor Tenant shall be deemed to have waived any

provision of this Agreement or the exercise of any rights held under this Agreement

25. **Severability.** If any provision of this Agreement is held to be invalid or

unenforceable in whole or in part, the remaining provisions shall not be affected and shall

continue to be valid and enforceable as though the invalid or unenforceable parts had not

been included in this Agreement.

26. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding

upon Landlord, its successors and assigns, and upon Tenant and its permitted successors

and assigns.

Tenant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant

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rent.

Length of the rental or lease period.



Amount, frequency and the method of payment of the



An agreement should be used every time a residential

**AGREEMENT BE USED?**

property is rented or leased to a tenant. A residential rental

Procedures on collection and late charges, if any, if the



or lease agreement should not be used when a property is

rent is not paid on time.

rented or leased for commercial purposes and/or the

Location of the residential property and description of

conditions associated with the rental or lease of the property.

lease terms for most types of residential property to a tenant,

Rental and lease agreements typically include the following:

including, houses, house boats, duplexes, lofts, apartments,

Details of both the landlord and the tenant.

rooms in larger properties, townhouses, studios, basement



Details of any security deposit that the tenant must pay

suites, or other such living spaces.



any items that are included or excluded from the rental

**WHEN SHOULD A RENTAL OR LEASE**

or lease.

Form.

tenancy.

A rental or lease agreement may also be known as: Tenancy

Details about who is responsible for payment of



Agreement, Rental or Lease Contract, Rental or Lease

utilities (e.g. electricity, gas and water).

be responsible for during or after the end of the

Details regarding the property in the event of a fire or



other disaster.

Form: **Lease Agreement** (Rev. 05-2015)

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These agreements can be used to formalize the rental or

**ALTERNATE NAMES**



Details about additional charges which the tenant may

tenant.

moved into a residential property.



Insurance requirements for either the landlord or

agreement should be created and signed before a tenant has

to the landlord.

property is to be used only for commercial purposes. The



document that should be utilized. This document outlines the

as specific rules and regulations regarding guests, pets or

important terms of the rental or lease of residential property and

smoking or procedures for renewal. While a landlord may

protects the interests of both the landlord and tenant. If you want

want to use a standard agreement with a new tenant, if the

to know more, then read on.

tenant and landlord have verbally agreed upon certain items

tenant, other items may be included in the agreement, such

prior to the rental or lease, the tenant should ask for these

**WHAT IS A RENTAL OR LEASE AGREEMENT?**

additional provisions to be included in the agreement.

This is a legal document entered into by both a landlord and a

**WHAT CANNOT BE INCLUDED?**

Maintenance and repairs of the property.

Large Details on the landlord’s right of entry and

**GENERAL INSTRUCTIONS**



access to the property.

tenant before the rental or lease begins. The landlord rents or



Regardless of whether you are the landlord renting or leasing

property to a tenant or you are the tenant about to rent or lease

Depending on the discussions between the landlord and the

property from a landlord, a rental or lease agreement is a crucial

signed by both the landlord and tenant. If the property is

or lease of the property. The document protects both the

rented or leased to more than one tenant or rented or leased

landlord and the tenant and both parties should keep a signed

to joint tenants, the signature of all named tenants must be

copy of the agreement, which can be referred back to in case of

obtained on the agreement.

any issues or disputes relating to the property.

rights and responsibilities of both parties in relation to the rental

**WHAT CAN A RENTAL OR LEASE**

**WHAT IS TYPICALLY INCLUDED?**

**AGREEMENT BE USED FOR?**

Your document should clearly set out all of the terms and

Form: **Lease Agreement** (Rev. 05-2015)

coercion. For the agreement to be valid, it must be dated and

terms and conditions of the rental or lease and describes the

should be entered into willingly by both parities without any

than a rental agreement. The agreement formally lays out the

basic rights even if either party agrees to it. An agreement

varies but is generally 12 months or so and longer in duration

and tenants and the agreement cannot remove any of these

agreement. In a lease agreement, the length of the lease period

Legislation is in place to protect the rights of both landlords

generally month-to-month and is shorter in duration than a lease

require either party to violate any local, state or federal law.

landlord. In a rental agreement, the length of the rental period is

The rental or lease agreement itself cannot violate nor

leases the property to the tenant in exchange for rent paid to the