

MONTH-TO-MONTH AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between _____, hereinafter called "Tenant," and _____, hereinafter called "Owner." Whereby Owner rents to Tenant and Tenant rents from Owner the premises known as Apartment _____, at _____ State of California, upon the following terms and conditions:

TERM:

1. The term of the agreement shall be from month-to-month, commencing on _____, _____.

RENT:

2. The rent for said apartment shall be _____ (\$_____) Dollars per month, payable in advance on or before the FIRST day of each month at the office of the manager of the premises. Each tenant herein shall be individually liable and responsible for any and all payments, rent or otherwise, due hereunder. At owner's option, owner may at any time require or other sums be paid in either certified check, cashier's check or money order.

LATE CHARGE:

3. Should Tenant fail to pay all rent due within 5 days after the rent due date, then, in that event, a late charge of \$_____ shall immediately be due. Such late charges shall be deemed additional rent for such rental month and owner may deduct such late charge from Tenant's security deposit.

RETURN CHECK CHARGE

(INITIALED)

4. Notwithstanding any penal or civil sanctions or damages which may apply, tenant shall pay owner a \$_____ charge for each and every returned check, draft, or order drawn on any bank or depository regardless of tenant's intent, knowledge or fault. Such returned check charges shall be deemed additional rent for such rental month and owner may deduct such charges from security deposit.

CLEANING AND SECURITY DEPOSIT:

5. As a further consideration for the execution of this agreement by Owner, and in addition to the sums agreed to be paid herein, Tenant agrees to deposit with the Owner the sum of \$_____ upon the execution of this agreement, as security for the faithful performance of Tenant's obligations hereunder and to clean the premises at the time Tenant vacates. The total deposit shall not exceed two times the monthly rent for unfurnished apartments nor three times the monthly rent for furnished apartments. The Owner shall not be required to pay interest on the deposit. Owner may, at its option, claim such amounts of the deposit as are reasonably necessary in Owner's judgment to remedy Tenant's defaults in the payment of rent, any late charge or other charges due hereunder, to repair damages to the premises caused by the Tenant or any person on the premises through Tenant, and to clean the premises when Owner regains possession of the same, in the event that the deposit or any portion thereof shall be applied as herein provided. Tenant agrees, within ten (10) days after written demand from Owner, to deposit with Owner an amount sufficient to restore the deposit to its original amount, and failure to do so shall constitute a breach of this agreement. If the deposit is insufficient for the purposes for which the deposit is permitted to be used, Owner may proceed with the collection of any deficiencies from the Tenant. No portion of the deposit shall be deemed rent for any rental month unless so specified or unless Owner so elects, nor shall it constitute a measure of Owner's damages in the event of default. Owner shall have the right to commingle the deposit with other funds of the Owner. Within two weeks after Tenant vacates the premises, the deposit shall be returned (mailed) to Tenant less the amount necessary to compensate Owner for cleaning, and repair of damages over normal wear and tear, and for unpaid rent or other charges due hereunder. Within said two weeks, Owners shall mail Tenant an itemized statement (on the deposit refund check or otherwise) showing the total amount of the deposit and the deductions therefrom, if any.

USE OF PREMISES:

6. Tenant agrees that the said apartment shall be used and occupied for no other purpose than as a dwelling; and that said apartment shall be occupied only by Tenant and the following named adults _____ and the following named children _____, and no others, without first obtaining the written consent of Owner.

UTILITIES:

7. Tenant shall pay for all utilities, services, and charges supplied to said apartment except _____.

RENTAL PROBATE:

8. In the event that the rental payment date herein provided is on other than the first day of the month, then Tenant agrees to probate said rental payment to the 1st day of the succeeding month, if so requested by Owner.

NOTICE OF TERMINATION:

9. This agreement and the tenancy hereby granted may be terminated by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.

SURRENDER OF APARTMENT:

10. Tenant agrees on the last day of Tenant's tenancy hereunder, to surrender to Owner said apartment and appurtenances and all furniture, goods, chattels, and keys belonging to Owner in the same condition as when received, reasonable wear and tear excepted. Before departure, Tenant shall leave his forwarding address so that Owner may make any notification and/or refund as required by law.

ASSIGNMENT:

11. Tenant shall not assign this agreement nor sub-let said apartment or any part thereof without written consent of Owner or his agent.

INSPECTION/ENTRY:

12. Pursuant, to Civil Code, Sec. 1954, all state and municipal codes, local ordinance, or health, safety or fire prevention rules, regulations or directives or any case decision concerning the proper maintenance and care of the demised premises and its contents, Landlord reserves the right to itself or its agents, to enter the premises at such reasonable times, with or without Tenant's presence, and for such reasonable purposes, including the inspection and showing of said premises at any time during reasonable business hours pursuant to the laws and guidelines referred to above, to inspect the same, to see that no damages have occurred thereto and to determine if said property is still occupied. Tenant specifically agrees not to change any lock or add any lock device to said premises without the prior written consent of Landlord. Tenant acknowledges that Landlord has a key to the premises and may use the same for entry, as provided herein.

ALTERATIONS:

13. Tenant shall not paint or make any alterations to said apartment without written consent of Owner of his agent.

MAINTENANCE AND REPAIRS:

14. Owner shall, at his sole cost and expense, keep and maintain the exterior walls, roof, electric wiring, and heating system in good and sanitary order, condition, repair, except where damage has been caused by abuse or negligence of Tenant, in which event Tenant shall repair same at this sole cost and expense. Tenant, except as herein expressly provided, shall at his sole and expense, keep and maintain said apartment and appurtenances any very part thereof including all household furniture, goods, chattels, belonging to owner in good and sanitary order, condition and repair. Tenant agrees to request all repairs and services in writing to Owner's designated representative.

PETS:

15. Tenant agrees that he shall not keep or permit to be kept in or about said apartment, any dog, cat, bird, other pet or animal, without the specific written permission of Owner or his agent.

COMMON AREA FACILITIES:

16. Use by Tenant of the common area facilities of the apartment shall be subject to such rules and regulations as may be established by Owner and which may be changed or amended from time to time by Owner at his sole discretion.

QUIET ENJOYMENT:

17. Tenant shall not commit, nor allow to be committed, any waste upon said apartment or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which said apartment may be located.

GOVERNMENTAL REGULATIONS:

18. Tenant shall comply with laws, ordinances and governmental regulations applicable to said apartment or to the use thereof.

ATTORNEY'S FEES:

19. In the event Owner shall bring any action in connection herewith Owner shall be entitled to receive as part of such action reasonable attorney's fees and court costs. Tenant also agrees to pay any other reasonable expenses that Owner incurs in the enforcement of any of the covenants or provisions hereof, or in the recovery of rent or damages.

WAIVER OF BREACH:

20. The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

NOTICES:

21. All notices to be given to Tenant may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at said apartment, whether or not tenant has departed from, abandoned or vacated the apartment.

INCORPORATION OF DOCUMENTS:

22. By this reference, Tenant's Rental Application, Inspection Check List, House Rules, Rules Acknowledgment, and any supplements thereto, receipt of a copy of each is acknowledged by Tenant are incorporated herein and made a part of this Rental Agreement.

ENTIRE AGREEMENT:

23. This agreement constitutes the entire agreement between owner and tenant, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TENANT

OWNER/AGENT

TENANT