

Nupac Apartments

949 West Adam's Blvd., Los Angeles, CA 90007
http://www.nupac.com e-mail nupac@nupac.com
(213) 745-7838 Fax (213) 744-0944

Lease Agreement (This Agreement Contains A Minimum Tenancy Provision)

Premises: Los Angeles, CA 90007

Apt. #	Address			
Tenant # 1:	Name	DOB	SS #	DL #
Tenant # 2:				
Tenant # 3:				
Tenant # 4:				
Tenant # 5:				

A. Received Tenant Handbook:	Initial	J. Utilities Provided:	
B. Beginning Date:		K. Parking Charge:	
C. Rent Per Month		Space #	
D. Date Rent Due:	1st of every month	L. No. Of Occupants	
E. 1st Month Prorate rent		M. Added Tenant Rent	\$100
F. Late Rent Charge	\$ 75 after 3rd.	N. Pets/ Water Bed.	None
G. Security Deposit		O. Musical Instruments	None
H. Received Rules	Sign	P. Move in / Move out Check list.	At move in time
I. Lease Expires			

TENANT AGREES THAT each terms of this Agreement and Rules stated under Item H, constitutes a condition on Tenant's right to possession of Premises. Any failure by Tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Tenant's right to possession of Premises and/or forfeit this Agreement, in any manner proved by Law.

FURTHER, TENANT AGREES THAT:

- Term/ Beginning Date:** The Term of this tenancy, for Premises is as mentioned in Item I, and the Beginning Date hereto, is designated in Item B.
- Rent/ Late Rent Charge:** Tenant shall pay to Landlord the rent due, in advance, for each rental month, in the amount and on the date designated in Items C and D. Should Tenant fail to pay an installment of rent or any portion thereof, within three days after due date. Tenant shall pay \$ 75 as a Late Rent Charge to Landlord as designated in Item F. Such Charge may be deeded additional rent for such rental month and Landlord may deduct such charge from Tenant's Security Deposit. Any claim by tenant for a refund of the deposit shall be deemed compensated to the extent of any deduction of such Charge. If rent is paid on time but later on rent check is returned by the bank due to Non Sufficient Funds or any other reason, rent would be considered late and Tenant will be charged late fee of \$ 75 and bank charges.

3. **Deposit :** Tenant shall pay to the Landlord the Deposit designated in Item G to secure Tenant's compliance with all of the conditions of this Agreement and Landlord's Rules, signed for in Item H. No portion of the Deposit shall be deemed rent for any rental month unless so specified or unless Landlord so elects, nor shall it constitute a measure of Landlord's damages in the event of a default. Tenant shall not be entitled to any interest on the Deposit. Any deductions made from the Deposit by Landlord, other than for Rent or for cleaning Premises, shall be for repairs of damages to Premises, which shall include damage to the common areas thereof. If the deposit is insufficient for such purposes, Landlord may proceed with collection of the deficiency from Tenant. Within 21 days after Tenant vacates Premises, the Deposit shall be returned (mailed) to Tenant, less the amount necessary to compensate Landlord for cleaning and repair of damages and for unpaid rent. Also within said 21 days, landlord shall mail tenant an itemized statement regarding disbursement of the deposit.

4. **Minimum Tenancy :** **Tenant shall be liable to Landlord for rent for a period designated in Item I.** At the expiration of the lease, tenant shall either renew the lease or move out. In case tenants does not renew the lease nor notifies the management of their intentions of moving out, lease shall be renewed for next 12 months. The Landlord reserves the right not to renew the lease.

5. **Utilities:** Tenant shall pay for all utilities and or services supplied to Premises, except those designated in Item J. If utilities are paid by the owner, tenants can not install any appliance like Air Conditioner without written permission. Additional cost may apply.

6. **Parking Charge:** In the event that Tenant is assigned a parking space, Tenant shall use such space exclusively for parking of Compact Passenger automobiles only, not for washing or repair of such vehicles and Tenant shall not park, nor allow any other person, in or about Premises to park in any other space, in such parking area. In addition, Tenant shall pay that amount designated in Item K as a monthly parking charge. Tenant shall not assign or sublet any parking space. Owner is not responsible for any loss / damage to automobile or the contents. Tenants should buy own insurance to cover such losses if any.

7. **Named Tenant: Premises** shall not be occupied by any person other than Tenant designated as "Tenant " nor will number of occupants exceed the amount stated in Item L unless with the written consent of Landlord and at additional rent per Tenant, per month, designated in item M. Tenants right to possession shall not be assigned nor sublet.

8. **Pets / Water Bed: Tenant** shall not bring, keep or maintain any pet unless permitted by written addendum. Water filled furniture will only be accepted upon proof of \$ 100,000 waterbed insurance policy.

9. **Good Condition Receipt: Tenant** has examined Premises, including but not limited to the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities hot and cold water supply, building grounds and appurtenances, accepts the same " as is " and acknowledges that the same is in good, clean and sanitary condition and repair, unless noted to the contrary on copy of the Move In / Move Out Check List acknowledged received by Item P, and deemed incorporated herein. Upon termination of the tenancy, Tenant shall return Premises to Landlord in as good order, condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's personal property, trash and debris. Burns, grease marks, stains, holes, or tears, of any size or kind, in the carpeting, draperies or wall among other conditions, do not constitute reasonable wear and tear. Tenant acknowledges that no representations as to the condition or repair of Premises, nor as to Landlord intentions with respect to any improvement, alteration, decoration or repair of premises, have been made to Tenant, unless noted on Landlord's copy of this agreement.

10. **Maintenance and Repair :** Tenant shall (1) keep Premises in a clean and sanitary condition, (2) dispose of all rubbish, garbage and waste in a clean and sanitary manner, (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition, (4) not permit any person , in or about premises with Tenant's permission to deface, damage or remove any part of the structure of Premises or the facilities, equipment or appurtenances thereto, nor himself do any such thing, (5) occupy and use premises in the manner in which they were designated and intended to be occupied and used. Tenant shall be liable for the expense of any repair caused by Tenant's failure to comply with these conditions. Any such expense shall first be deducted from money tendered for rent payment, causing the balance of money tendered to be only a partial payment for rent owed. Landlord retains all legal means of collecting the balance of rent due. Tenant shall nor alter or add to Premises, nor paint or wallpaper any portion thereof.

11. **Inspection / Entry :** Landlord may enter and inspect Premises, during business hours and upon reasonable advance notice to Tenant with or without Tenant's presence, for any lawful purpose. Landlord may enter Premises without advance notice to Tenant in case of an emergency or to show apartment to prospective tenants. Tenants may be held responsible for all rental losses, if they willfully refuse to allow management to show apartments to prospective tenants.

12. **Rules :** Tenant acknowledges receipt of Rules describe in Item H. Tenant and all persons in or about Premises with Tenant's permission, shall comply with all such rules. Landlord shall not be obligated to enforce any such rules, or the terms of any other agreement and Landlord shall not be liable to Tenant for any violation of such .

13. **Joint Responsibility :** The Tenants on this Contract , whether or not in actual possession of the Premises , is jointly and severally liable for all rent incurred during the term of this agreement and for all damages to the demised premises caused or permitted by tenant, his or her guests and invitees. (All persons on lease are jointly responsible for lease term and total rental payment).

14. **Insurance :** Landlord shall not insure Tenant for any personal injury or property damage including that caused by the act or omission of any other Tenant or third party, or by any criminal act or activity, war, riot, insurrection, fire, flood, plumbing backups, roof leak, malfunction of electric or gas appliance or act of God. Tenant shall obtain and pay for any insurance coverage that deems necessary to protect Tenant from any loss or expenses that may be caused by such persons or events.

15. **Compliance With Law :** Tenant shall not violate any law, nor commit or permit any waste or nuisance in or about Premises, nor in any way annoy any other Tenant of the real property on which Premises are located, nor do or keep anything in or about Premises or real property that will obstruct the public spaces available to other residents.

16. **Notice of Termination/Change of Terms:** The Tenancy may be terminated, after the minimum tenancy period stated in Item I has expired and upon the expiration of 30 days following the service by one party of a written notice setting forth the intention of such party to terminate the Tenancy. Also, after the expiration of the minimum tenancy period, any condition of the Tenancy shall be deemed changed upon the expiration of 30 days , following the service by landlord to Tenant of written notice setting forth the change in such condition. Due to special circumstances in USC area, apartment are pre-rented starting February for coming school year. Tenants must inform us their intent to renew or moving out during first week of February.

17. **Surrender of Premises and Personal Property:** At the expiration of tenancy, Tenant shall vacate the premises and hand over the keys to the landlord by 5.00 PM. Landlord may deliver Tenant’s personal property to the Salvation Army, or dispose all such personal property in any manner that Landlord, in his sole discretion, deems appropriate.

18. **Attorney’s Fees :** If any legal action or proceeding is brought by Landlord or Tenant related to this Agreement the prevailing party shall be entitled to recover attorneys fee not to exceed \$500.

19. **Partial Invalidity :** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

20. **Designation Of Parties :** The term “Landlord” 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 and prosecute eviction actions.

21. **Payment After Service :** Any money accepted , in any form, after service of notice to quit, or after the third day following the service of a three day notice to pay rent or quit, is to be considered as a prepayment for damages, and does not show intent to withdraw any complaint or any intent not to file a complaint for possession of Premises.

22. **Fumigation :** In the event that Landlord must vacate Premises for pest or vermin removal purposes, Tenant agrees to temporarily vacate Premises, as requested. Landlord agrees to provide suitable and clean accommodations for that period. Tenant agrees to comply with all instructions and requirements of the fumigation company in regard to the preparation of Premises at no expense to Landlord. Such preparation shall include but not be limited to the bagging of food and other perishables. **If infestation is caused due to poor living conditions of a tenant, he will be held responsible for all cost of fumigation.**

23. **Escape Clause:** If the premises are not vacated by the current tenant and all personal property removed there from by the start date of the new tenancy covered hereby, either the landlord or the new tenant may terminate this lease by written notice to the other, all deposits for, or payments of, other charges shall be refunded, and neither landlord nor tenant shall have any further liability to the other hereunder.

24. **Entire Agreement :** The foregoing and the above listed addendum’s constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party, Further, Tenant represents that he has relied solely on his own judgment, experience and expertise, in entering into this agreement with Landlord.

Nupac Apartments Tenant 1 _____ Tenant 2 _____

Dated _____ Tenant 3 _____ Tenant 4 _____

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213-745-7838

Rules and Regulations

STANDARD APARTMENT RULES AND REGULATIONS FOR THE BENEFET OF ALL TENANTS

These rules may be changed or amended after 30 days written notice by Landlord. Violation of these rules will constitute a violation of the terms of the rental agreement.

1. Tenant is responsible for reporting all defects within his apartment to management. Tenants are not allowed to perform any maintenance or repair in apartment.
2. No unnecessary noise, loud talking, loud music, romping or playing is allowed at any time. Any conduct that would be likely to annoy or disturb other tenants is prohibited.
3. Notify your neighbors if you are going to have a party. All these functions must end at moderate time so as not to disturb other residents.
4. Residents are responsible for the conduct of their guests and the adherence to these rules at all times. Residents and guests must be orderly, intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors shall be cause for eviction.
5. To avoid jamming the disposal, do not put any of the following items into it: bones, peach pits, olive pits, shellfish, cornhusks, grease, coffee grounds, carrot tops, celery or other items, egg shells, fish skin, wood, paper, tin foil, dishcloths, cleaning pads, wires etc. Feed garbage disposal in gradually along with lots of cold water.
6. No alterations can be made without written consent of Landlord.
7. Tenants are responsible for keeping their apartment clean, including drapes, blinds and carpeting.
8. Tenants are responsible for the cost of repairs to or stoppage of waste pipes or drains, water pipes, plumbing fixtures or overflow there from caused by negligent or improper usage or the introduction of foreign articles or materials into the system.
9. Tenants are strictly forbidden to climb on the roof for any reason.
10. It is understood that maintenance of house keys is the sole responsibility of tenant. In the event tenant cannot gain access to the dwelling unit due to neglect or omission on his part, he bears the responsibility to hire locksmith at his expense for this purpose.
11. A house guest is defined as anyone who stays up to **5 days** unless written extension is given by management.
12. No trash or other material may be accumulated which will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Apartment must be kept clean and sanitary and free from objectionable odors
13. Each resident shall use only the parking space assigned to him. Failure to do so will be construed as illegal parking and such vehicles may be towed away at the resident's expense.
14. No personal belongings, including bicycles, play equipment or other items may be placed in halls, stairways or about the building except in storage areas where allowed.
15. State law prohibits the use of storage of gasoline, cleaning solvent or other combustibles in an apartment.
16. Tenant acknowledges receipt of these rules.

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Security Deposit Agreement

We have been informed that at the time of our move-out from apartment # _____
at _____ Los Angeles, CA 90007
our security deposit of _____ will be applied by NUPAC, if necessary, to:

1. Clean the apartment.
2. Paint the apartment.
3. Shampoo the carpet.
4. Clean the drapes.
5. Repair any damage to the apartment.
6. Pay any rent owed.
7. All deficiencies required to bring our apartment to rent able condition, will be charged against our security deposit on item-by-item basis as required by Law.

We have also been informed that we will vacate our apartment before 5:00 P.M and give keys to the manager at that time. Rent will be prorated for the period keys are not returned.

We will accept managers observation as to the condition of the apartment at move out time if we fail to do a Move-out check with the manager at move-out time.

Security deposit is not refundable if we fail to give thirty days written notice, or if we move out before our lease expires and are responsible for remaining part of our lease term.

Security deposit is not to be used as last months rent.

NUPAC agrees to mail a written statement explaining the amount deducted from security deposit and a check for any balance due within 21 days of moving out and handing over the keys of the apartment.

Tenant Signature _____

Date _____

Tenant Signature _____

Tenant Signature _____

Tenant Signature _____

Damage Cost Sheet

Cleaning

Collect and remove trash	50.00
Complete cleaning if apt. left in normal condition.	
Single	150.00
One Bed	175.00
Two Bed	200.00
Three Bed	225.00

Painting

Single	250.00
One Bed	325.00
Two Bed	400.00
Three Bed	475.00
Patch and Paint one wall 10 X 12	60.00

Preparation

Minimum charge	50.00
Large holes (Charges depend on actual cost).	

Blinds

Blind slot replacement/piece	\$5.00
Replace drape (charges determined by vendor billing).	

Screens

Replace charges depends on size	\$20-40
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Carpet.

Replace carpet (charges determined by vendor billing)	
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Door

Replace door	100.00
Replace door jamb	125.00
Replace closet door	150.00
Replace door lock	40.00
Repair door jamb	60.00

Window

Charges determined by vendors billing.

Lights

Bulbs	1.00 each
Fixture covers	10.00 each

Miscellaneous

Towel bar repair	10.00
replace	20.00
Toilet paper holder	10.00
Smoke Detector	25.00
Mirror	30.00
Shower head	10.00
Keys	1.00 each
Mail Box lock	20.00
Gate opener	50.00

Additional Required Notices:

All maintenance must be submitted online at <http://www.nupac.com> or be e-mailed at maintenance@nupac.com so proper record could be maintained. Tenants will be responsible for any governmental inspection fees, if the tenant has not notified the landlord first about the such maintenance request.

(a) Smoke Detector

Smoke detectors are provided for your personal safety. No person shall remove or render inoperable any required smoke detector except in case of emergency.

Tenants must regularly test smoke detector by pressing "Test" button and report immediately to Rental office in case of any malfunction.

(b) Toxic Substance Warning Notice

The Owner is required to give you notice that areas on this property contain one or more of 700 + toxic substances and chemical substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, bar-b-que 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, birth defects and reproductive harm. Please contact the owner for further information.

(c) Mold and Mildew Warning Notice

Mold and mildew may be injurious to one's health. Therefore, 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 any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord 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.

(d) DOJ Notice

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 Web site 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.

(e) Expiration/Holdover

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.

(f) Rental Registration Certificate attached.

If an addendum containing additional terms is attached hereto, those terms are incorporated herein by reference.

Tenant _____

Tenant _____

Date _____

Tenant _____

Tenant _____

Unit ID _____