

PROPERTY MANAGEMENT COMPANY
Rental Agreement, Beven & Brock Standard Form

Date: _____

Lessor: Beven & Brock Prop. Mgt. Co., Inc., as agent for the owner.

Lessee: _____

Property Address: _____ Parking Space: _____

Monthly Rent: _____, due in advance,
 _____ beginning
 for a period of 12 MONTHS. Thereafter, month-to-month tenancy.

PRO-RATED RENT: from _____ to _____; \$/day: _____ x _____ days = \$ _____

Paid in: \$ _____	\$, \$45.00	\$ _____	\$ _____
Rent	Security Deposit	Inspection Fee	Total

The premises shall be occupied only by the following named persons:

_____ unless prior written approval is given by lessor to lessee(s) of any proposed changes of occupants. Rent will be increased by \$50.00/month for additions to the above names.

Premises are equipped with the following appliances: _____

Lessee shall pay for all utilities. Except water and trash

Lessee shall be responsible for () watering the lawn and planters adjacent to the apartment;

() gardening; (x) none

1. RENT COLLECTION: BEVEN & BROCK IS OPEN EVERY DAY. ALL RENTS ARE DUE-IN- FULL on the 1st CALENDAR DAY of each month, and are considered LATE IF NOT RECEIVED BY THE 1st. However, for your convenience we observe a grace period until 5:00 p.m. on the 3rd CALENDAR DAY of the month. A SERVICE CHARGE of \$38.00 is charged for the special handling involved with rents RECEIVED after 5:00 p.m. on the 3rd of the month. No post dated checks. For your safety and ours, please do not attempt to pay rent in cash. Your ACCOUNT NUMBER (stated above) must appear on ALL payments. ALL RETURNED CHECKS will be treated as LATE PAYMENTS subject to the \$38.00 SERVICE CHARGE PLUS A \$20.00 BANKING CHARGE (\$58.00 total). If a check is returned to this office for INSUFFICIENT FUNDS, we may no longer accept your personal checks. If any legal action is brought by either party to enforce any part of this lease, the prevailing party shall recover in addition to all other relief, reasonable attorney fees (not to exceed \$1000) and costs. Lessor reserves the right to initiate dispossession proceedings by service of a 3-DAY NOTICE on the 2nd calendar day of any month for non-payment of rent. Payments received will be credited first against outstanding fees, charges, or rents and then against current fees, charges, or rents. RENT PAYMENTS should be made payable to BEVEN & BROCK, and either mailed or delivered to the office at 99 S. Lake, Ste.100, Pasadena, 91101. If there is a resident manager at your building, the rent may be given to the manager up to 8:00 p.m. on the FIRST. After the FIRST, delivery is YOUR responsibility.

2. After 12 months, Lessee may terminate this agreement and tenancy by 30 DAYS or more advanced, written NOTICE OF INTENT TO VACATE stating the LAST DAY OF TENANCY, delivered by Registered Mail, to BEVEN & BROCK, P.O. Box 7029, PASADENA, CA 91109. Each named lessee in this rental agreement hereby agrees to be a mutual co-signer for each other named lessee, so long as any of these individual lessees remains in possession. As a mutual co-signer, each named lessee hereby accepts full financial responsibility, according to the terms of this agreement, so long as any other of these named lessees remains in possession. The move-out of ALL TENANTS and their possessions, and the surrender of all keys are also required for termination of the obligation to pay rent and other obligations under this contract. Rent must be paid through the last day of tenancy. Move-out of ALL occupants and their possessions must be completed by the date indicated on the notice. **TIME IS OF THE ESSENCE.** Failure to move and return the keys on or before the indicated date will void the notice, and require a new, written 30-DAY NOTICE. There will be a charge of \$25 to cover the office costs of each delayed or canceled move-out. Lessee will also be charged AT LEAST TWO, but no more than ten days additional rent to cover the re-scheduling time required by each delay of move-out or delay in returning ALL keys.

Lessee: x x

3. To protect the tenant and insure "traceable" deliver, 30-DAY NOTICE OF INTENT TO VACATE may be delivered by REGISTERED or CERTIFIED MAIL to Beven & Brock, P.O. Box 7029, Pasadena, CA. 91101-7029. Notice may also be given by hand-delivery to the Beven & Brock office or to the resident manager if there is one at your property, during regular business hours or by email or fax. If any of these additional, "non-traceable" methods is used, the out-going tenant MUST request, receive, and retain a receipt for delivery of the notice as tenant's proof of proper delivery. KEYS MUST BE RETURNED DURING REGULAR BUSINESS HOURS TO THE BEVEN & BROCK OFFICE, or to the resident manager if there is one at your property. As the keys are returned, lessee will request a dated receipt AND *THAT DATE WILL DETERMINE THE END OF THIS LEASE*.

4. THE SECURITY DEPOSIT IS NEVER TO BE APPLIED AS RENT BY THE LESSEE. Lessor will withhold from the security deposit only such amounts as are reasonably necessary to remedy defaults in rent, service charges, lessee caused liens, lessee-caused legal fees, to repair damages to the premises caused by the lessee or lessee's invitees, to clean the premises upon termination of the tenancy, or to remedy other losses to lessor caused by lessee. Carpets and drapes will be commercially cleaned by the lessee at the termination of tenancy. The SECURITY DEPOSIT, which will be made payable to all adults named in this agreement, will be returned only after termination of this agreement, surrender of the vacant premises and all keys, and satisfactory inspection of the vacated and surrendered premises.

5. Lessees, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement. Lessees shall indemnify the Lessor and Owner for any liability arising prior to the termination of this agreement for personal injury or property damage caused or permitted by the lessee, their guests, or invitees. Lessee shall pay owner as additional rent for costs to repair, replace, or rebuild any portion of the premises damaged by the lessee, lessee's guests or invitees.

6. Lessee agrees to insure personal possessions and to hold Lessor and owner harmless for injury or property loss or damage caused by other tenants or by unforeseen causes such as (but not limited to) burglary, fire, flood, earthquake, or water from defective roofs, pipes, plumbing, or the like. STORAGE LOCKERS in garages/carports are not secure and may not be watertight. These lockers should not be used for storage of valuable possessions.

7. Lessee shall not sublet these premises or any part thereof, assign this agreement, or add or change occupants without Lessor's written consent.

8. Lessor reserves the right for himself or his agents to enter said premises at reasonable times, and for reasonable purposes, including inspection, making repairs, exhibiting to prospective lessees or purchasers. A request for repairs, written or verbal, submitted by lessee will be considered permission for management or their agents to enter the premises during normal business hours to make the requested repairs, at a time convenient to the management with no further communication required. Failure by lessee to accommodate this entry, OR LESSEE'S FAILURE TO MEET A VENDOR ON-TIME, IF SO AGREED IN ADVANCE, will result in a charge to the lessee's account for one hour of the vendor's time.

9. Notice by 1st CLASS MAIL will be considered adequate notice for all changes in terms except the 30-NOTICE OF INTENT TO VACATE, as stated above. After the initial 12-month term, Lessor shall have the right to change the terms of this agreement by a 30 DAY written notice. ANY CHANGES to this agreement must be in writing, signed by Lessor. Nothing in this agreement shall be construed as waiving any of the Lessee's or Lessor's rights under the laws of the State of California. The language of this lease shall be construed according to its normal and usual meaning, not strictly for or against the Lessee or Lessor.

10. Beven & Brock Property Management Company, Inc., is a California Corporation. Beven & Brock is not the owner of this leased property, but merely acting as an agent for the owner.

11. Lessor shall in no way be liable to provide accommodations or otherwise be liable if the premises cannot be delivered on commencement date, or if the unit subsequently becomes uninhabitable due to causes substantially unforeseeable or beyond the control of the lessor. In this event, the Lessee's duty to pay rent shall cease until possession can be given or habitable condition can be re-established. If maintenance at the property (such as re-painting, re-carpeting, or fumigating) should require that tenants be out of their units for a few days, lessee/tenant agrees to vacate, and accept the sum of 3-times the daily rent for the days involved, if offered by the lessor/owner. Violation of any governmental ordinance at the leased premises by the lessee will give the lessor the immediate option to void this contract.

12. In addition to this Rental Agreement, Lessee hereby acknowledges and agrees to be bound by the terms of the documents: House Rules, Rent Collection Policy, "Ordinary Wear and Tear" agreement. Lessee hereby affirms that the premises have been professionally cleaned and are IN GOOD CONDITION at the beginning of this tenancy, and agrees to return the premises to the Lessor in this condition. Lessee hereby affirms that lessee has thoroughly inspected the premises and the surrounding neighborhood, and has personally determined that they are appropriate for lessee's needs, including safety, security, parking and "quality-of-life" in it's present condition, and that lessee is not relying on any other representation, written or oral, in making this determination. Agreement entered this date in the City of Pasadena.

CALIFORNIA CIVIL CODE 1945.5: AT THE END OF THE INITIAL PERIOD OF THIS LEASE, THE LEASE AUTOMATICALLY CONVERTS TO A MONTH-TO-MONTH LEASE. THIS LEASE CAN ONLY BE TERMINATED BY DELIVERY OF A 30-DAY NOTICE OF INTENT TO VACATE TO THE LESSOR.

Lessee (Tenant)

Lessee (Tenant)

Eileen Flanigan

,Lessor, agent for the Owner.