

*Palm Apartments LLC Rental Agreement*  
**Month-to-Month Tenancy**

**THIS AGREEMENT** is entered into November \_\_\_\_, 2019, by and between **Palm Apartments LLC** (William Sellin, Managing Owner) herein called Lessor, and \_\_\_\_\_, herein called Lessee.

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto the Lessee, and Lessee hires from Lessor for use as a residence, those premises known and described as the PALM APARTMENTS, Number 7-A, located at 527 East Palm Avenue in Orange, California (with one assigned garage). The tenancy will be month-to-month commencing on the \_\_\_\_ (\_\_\_\_) day of \_\_\_\_\_, 2019, and terminating at Noon, on the expiration date thereof. Rent shall be **One Thousand Nine Hundred Fifty (\$1,950) dollars per month**, payable in advance on the first day of each month of said term. A Late Rent Fee of \$10 per day shall be added for late rent not received before 5 pm on the 3rd day of the month. (\$30 Late Rent Fee on the 4th, \$40 on the 5th, etc.) The rental term shall be from the first day of each month through the last day of the same month.

**THE AGREEMENT is conditioned upon, and subject to the following:**

1. Said premises shall be occupied for residential purposes only, by no more than 2 adults. If any additional adults shall occupy the said premises, the rental terms of this agreement shall increase; Lessee shall pay as **additional rent the sum of \$80.00 per month for each such additional person**. A written notice shall be provided by the Lessee identifying all occupants. (Current Occupants: \_\_\_\_\_)
2. Failure by Lessee to pay the rent or other charges due hereunder or to comply with any of the covenants or conditions herein contained shall, at Lessor's option, forthwith terminate this agreement.
3. Said month by month tenancy may be terminated by either party, on at least 30 days' written notice to the other. Lessor shall have the right to change the terms of this agreement by a similar notice in writing. In the event of Lessee's failure to give such notice of intention to terminate, Lessee shall be liable for another full term.
4. Deposit: Upon Lessee's written termination notice, a preliminary Move-Out inspection will be made with 48 hour notice. This initial Move-Out inspection will determine if any conditions must be returned to original before moving out. Lessee will withhold a portion, or all, of the security deposit for four reasons: 1) unpaid rent; 2) to clean the rental unit after the tenant moves out, to make the unit as clean as it was when the tenant first moved in; 3) to repair of damages beyond normal wear and tear, and; 4) to pay the cost of resorting or replacing furniture, furnishings, and other personal property damage beyond normal wear and tear.
5. Failure by Lessor, to exercise any right under this agreement or acceptance of rent after default by Lessee, shall not be deemed to waive such default or to affect any notice theretofore given, or legal proceeding theretofore commenced.
6. Lessee will not without Lessor's written consent keep, or permit to be kept in or about said premises any dog, cat, parrot or other bird or animal and such permission if granted, shall never the less be revocable at Lessor's option upon three (3) days' notice in writing.
7. Lessee agrees not to violate any law, statute or ordinance nor to commit, suffer or permit any waste or nuisance, in, on, or about the said premises, or in any way to annoy, molest or interfere with any other tenants or occupants of the Palm Apartments, nor to use in a wasteful or unreasonable manner any of the utilities furnished by Lessor.
8. Lessee shall not assign or sublet said premises, nor any part thereof. Any change in occupancy will require a renewed Rental Agreement.

9. Lessor reserves the right to Lessor, or Lessor's agent, to enter said premises at reasonable times and for reasonable purposes including inspection and showing same to prospective Lessees or purchasers with 24 hour notice. Emergency entry allowed without notice. Lessee agrees not to change any lock or add any lock or locking device, or to install any entry alarm system to said premises without the prior written consent of Lessor.
10. Lessor shall not be liable or responsible in any way from lessee's negligence or other cause for injury to any person, or for loss of, or damage to, any article belonging to lessee, or located in or on said premises, or under other control of lessee. No right of storage is given.
11. Lessee agrees that parking of one passenger vehicle shall be in the assigned garage. A second vehicle may use a space in the driveway if available. Additional vehicles and vehicles of guests shall be parked on the street. All vehicles must be in operating condition at all times while on the premises.
12. Lessee shall inspect the premises, furnishings, and equipment upon occupancy and if in agreement that that the same now are in good order and condition and that Lessee will, on demand, pay Lessor for all loss, breakage, damage and plumbing stoppages occurring during Lessee's tenancy or occupancy thereof.
13. That all alterations or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, remain upon and be surrendered with the premises. Lessee agrees not to paint, paper or make alterations to the premises without Lessor's prior written consent. Upon termination of tenancy, all such alterations shall be returned to the original color or condition at the Lessor's option. Window tinting film is strongly discouraged and must be fully removed at Move-Out if applied.
14. Lessor shall pay for water, sanitation (sewer & trash collection), and gas. Lessee shall pay for electricity, telephone, cable, voluntary paramedic subscription and all other services that are supplied to the said premises.
15. Failure by Lessee to actually and continually occupy said premises for a period of seven (7) consecutive days without notice and Lessor's consent in writing, may at Lessor's option be deemed an abandonment of said premises.
16. Nothing contained in this agreement shall be construed as waiving any of Lessor's rights under the laws of the State of California.
17. *Megan's Law* 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](http://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.
18. Smoking is prohibited: This apartment is a no-smoking unit. Lessor agrees to prohibit all smoking inside the apartment or on the patio or in common areas of the property.
19. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement in duplicate.

LESSOR-Palm Apartments LLC

LESSEE- Resident - Tenant

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

William A. Sellin  
Managing Owner

\_\_\_\_\_ Date \_\_\_\_\_