

## RESIDENTIAL LEASE AGREEMENT

On this day, April 5, 2024, ACME Realty LLC, Landlord leases to Jane Doe, Tenant, the real property located at or described as Property Address which includes all structures located thereon, fixtures, any lot or land, fences and landscaping, and which shall be referred to hereinafter as, the Premises.

### 1. TERM

This lease is for the term of 1 year from 4/5/24. If the Tenant retains possession of the Premises subsequent to the expiration or termination of such Term, the tenancy may only continue, in the sole discretion of the Landlord, as a month to month tenancy. However, in such an instance all other provisions of this Lease, will control such continued tenancy, and the Landlord's consent to such continued tenancy shall not act as a waiver of any rights and/or remedies under this Lease.

### 2. RENT

Tenant shall pay rent of \$900 per month to the Landlord on the 2nd day of each month for possession of the Premises as described below. In the event of any holdover or sufferance by the Tenant, subsequent to the expiration or termination of this Lease and where such occupancy is without the express consent of the Landlord, the rent amount due per month shall double.

Any amount assessed by any authority relating to the Tenant's occupancy of the Premises, including but not limited to violations of any applicable governmental code, ordinance, homeowner's associations rules or regulations, shall be additional rent hereunder due and payable immediately upon demand by the Landlord.

### 3. POSSESSION

Tenant shall be entitled to and Landlord shall deliver possession of the Premises on 4/5/24 provided that all conditions precedents to this Lease have been met. Tenant may cancel this Lease by delivering written notice to the Landlord more than fifteen days prior to , but upon such cancellation shall forfeit all amounts paid to Landlord. Only Tenant and Other Occupants shall be entitled to possession which shall be solely for residential dwelling purposes. This Lease may not be assigned and the Tenant's occupancy and possession of the Premises may not be subletted without the express written consent of the Landlord.

### 4. SECURITY DEPOSIT and FIRST PAYMENT

Tenant shall pay \$800 as a security deposit to the Landlord and the first and last month's rent within fifteen days from April 5, 2024 or prior to possession whichever is earlier. The making of such payments and the clearance of any funds from checks written for such payments are condition precedents to this Lease. The failure of such payments to be made to or realized by Landlord render this Lease null and void, and Landlord shall have the right to dispossess any unauthorized possession as a trespass.

The security deposit shall be available to the Landlord as a fund from which the Landlord may pay for repair of damages to the premises or, at the sole option of the Landlord, for damages from Tenant's default of this Lease. Tenant waives any statutory or legal requirement that the security deposit be kept in a separate account and/or that such security deposit amount be deposited in an interest bearing account for the benefit of the Tenant; Landlord may commingle the security deposit amount with its own funds. Upon expiration of the term of this Lease, or its termination, and the vacation of the

premises by the Tenant with the delivery of the keys to the Landlord, or his designated agent, the Landlord shall return the security deposit money to the Tenant less any amounts paid or deducted from the security deposit for bringing the Premises to a good and clean condition and the repair of damages, ordinary wear and tear excepted. A claim imposed upon the security deposit money shall not in any way be construed as a waiver of, or limitation upon, the Landlord's right to any claim or suit against the Tenant for the payment of any rent and additional rent in default or any damages including reasonable attorney's fees and all Court costs, in excess of the amount of the deposit money which may result from any Tenant default under this Lease.

#### 5. ALTERATIONS

Tenant shall make no alterations to the Premises without the prior consent of the Landlord.

#### 6. REPAIRS and INSPECTION

Landlord shall make all repairs to maintain the Premises in a habitable condition. Tenant shall be solely responsible for maintaining the Premises in a safe condition and for the repair of any drain clogs or stoppages in the plumbing systems. Tenant shall immediately inform Landlord of any water intrusions, unsafe conditions, or needs for repairs. Landlord shall have the right to inspect the Premises for repairs between the hours of 8am to 8pm upon giving Tenant twenty four hours notice.

#### 7. DEFAULT

Upon a default by the Tenant, the Landlord may demand that the Tenant cure such default within three days or deliver possession of the Premises to Landlord. If the default does not relate to the payment of money, the Tenant shall have seven days to cure any such default. If such a demand is refused by the Tenant, Landlord shall then be entitled to proceed with a legal action for eviction and for damages, whether in the same or a separate action. Landlord shall recover the full amount of damages permitted by law, which may include amounts for past rent due, accelerated future rent to become due, damages to the Premises, and any other incidental and consequential damages. In any action for eviction or damages, the prevailing party shall be entitled to recover reasonable costs and attorney's fees. This Lease shall be governed under the laws of California.

The following shall be events of default by Tenant:

- a) Failure to make any payment of rent when due.
- b) Failure to abide fully with any law, local code of ordinances, governmental rule or regulation.
- c) Failure to immediately report a condition at the Premises which renders it unsafe or which causes any damage with the passage of time.
- d) The violation of any covenant or condition of this Lease.
- e) Tenant's absence from the Premises for greater than thirty days without the prior consent of the Landlord.
- f) The occupancy of the Premises for greater than seven days by any person who is not identified in this Lease.

#### 8. LATE PAYMENTS

If any part of a monthly rental payment or any payment due under this Lease is received by the Landlord beyond five days from the due date, then Landlord shall be entitled to assess a late charge of Fifty and 00/100 Dollars (\$50.00) for each such payment due which will be due immediately upon demand by the Landlord. If the Landlord fails to collect any funds upon any check or bank draft of the Tenant, for whatever reason, Landlord shall assess a late charge if the Tenant fails to cure such failure

prior to five days from the due date of such payment.

9. RELEASE OF LIABILITY

Tenant releases the Landlord, and any of his designated agents, from any and all damage or injury to person or property of Tenant or any of his/her invitees, suffered upon the Premises, and will hold the Landlord, and any of his designated agents, harmless from any and all damages sustained during the lease term. Tenant acknowledges that he/she has thoroughly inspected the Premises and that there are no conditions currently existing on the Property which render it unsafe or uninhabitable in any manner. All goods and Chattels placed and stored in or about the Premises are at the risk of the Landlord.

10. NOTICES and PAYMENTS

Any notice or payment to the Landlord shall be delivered to the Landlord at the following address:

Landlord's Address for Notice and rent

Any written notice to the Tenant shall be made by delivery to the address of the Premises. Where written notice is not required, notice may be made to Tenant by telephone at Tenant's Phone Number, voicemail message, or email at Tenant's E mail address, and shall be effective upon delivery.

11. ENTIRE AGREEMENT

This writing is the entire agreement between Landlord and Tenant, and shall not be modified except in writing signed by both Landlord and Tenant.

X \_\_\_\_\_ X \_\_\_\_\_

By:  
Title:

By executing below, whether such execution is contemporaneous with Tenant's execution or subsequent thereto, the undersigned Co-Tenant(s), for good and valuable consideration, agree to be bound by all of the terms and conditions of this lease.

X \_\_\_\_\_  
Co-Tenant:  
Date:

X \_\_\_\_\_  
Co-Tenant:  
Date:

Co-Tenants Accepted by X \_\_\_\_\_

