

Zuma Westwood LLC

1141 Westwood Blvd • Los Angeles, CA 90024
(310) 209-5577



1. RENTAL/LEASE AGREEMENT

1.1 IDENTIFICATION OF THE PARTIES

This Agreement is entered into between

1. ____ <<Tenants (Financially Responsible)>> _____
2. _____
3. _____
4. _____

("Tenant") and Zuma Housing LLC ("Lessor"). Each Tenant is severally, but not jointly liable for the payment of rent and performance of all other terms of this Agreement.

1.2 PREMISES

Subject to the terms and conditions in this Agreement, Lessor rents to Tenant(s) <<Tenants (Financially Responsible)>>, and Tenant(s) rents from Lessor <<Company Name>>, for residential purposes only,

<<Unit Name>><<Bed Name>>

Room location (if applicable):

located at

<<Property Address>> __, Unit <<Unit Name>>
("the Premises"), together with the following furnishings:

bedroom apartment,

, Los Angeles, California

- 1.) Sofa
- 2.) Television
- 3.) Lamps
- 4.) Coffee Table
- 5.) Bed
- 6.) Desk
- 7.) Chairs
- 8.) Refrigerator
- 9.) Microwave
- 10.) TV Stand

1.3 LIMITS ON USE AND OCCUPANCY

The premises are to be used only as a private residence for Tenant(s) <<Tenants (Financially Responsible)>> listed in Section 1 of this Agreement. Occupancy by guests of the same gender for more than 3 days (2 nights) is prohibited without Lessor's written consent and will be considered a breach of this Agreement. <<Tenants (Financially Responsible)>> Tenant(s) must notify lessor of an overnight guest. If guest stays longer than 3 days (2 nights) then Tenant will be charged \$30 per guest for each additional night. The duration of stay for guest is not to exceed 3 days (2 nights) without Lessor's written consent.

1.4 TERM OF THE TENANCY

a. The term of the rental will begin on , <<Lease Start Date>>_, and end on <<Lease End Date>>, . Check-in time for move-in <<Move-in Date>> day is 4:00 pm, and check-out time upon move-out will be 11:00 am in order to allow for cleaning in between tenant occupancy. Prolonged stay past 11:00am without Lessor's approval will result in an additional charge at a minimum amount of \$150.00

b. If Tenant(s) <<Tenants (Financially Responsible)>> vacates before the term ends, Tenant(s) will be liable for the balance of the rent for the remainder of the term. After the term of the lease ends, the Tenant(s) may continue living in the apartment upon signing a new fixed term lease with Lessor, pending availability. Tenant(s) must provide Lessor with a written, 30 days, notice of Tenant's(s') intent to stay or vacate the Premises by the first of the month. If the Tenants fails to provide the Lessor with a written, 30 days, notice, the Tenant's lease term will continue on a Month-to-Month basis and Tenant will be responsible for the payment of rent for the following months. Additionally, Zuma Westwood LLC retains the right to ask a tenant to change rooms based on future occupancy.

c. **MOVE-OUT NOTICE: A 30-DAY NOTICE TO VACATE** is due 30 DAYS prior to _<<Lease End Date>>_ to notify Lessor if you are extending your contract or moving out.

Tenant(s) must give the notice to move out via Appfolio on the Contact Us tab of the Online Portal. Below are the steps Tenant(s) will take to give notice from the Contact Us tab:

1. Log into the Online Portal
2. Click **Contact Us** from the navigation bar
3. In the **Contact Options** block: select "Give Notice to Vacate"
4. Enter **Desired Move Out Date and other details**
5. When complete click **Submit**

No move-out notice will be accepted unless given through the above Online Portal process. Verbal or via email move-out notices will not be accepted.

1.5 PAYMENT OF RENT

a. Regular monthly rent

Tenant(s) will pay to Lessor a monthly rent of <<Monthly Rent>> , payable in advance on the first day of each month. Rent will be paid, online or in person, to **Zuma Westwood LLC, 1141 Westwood Blvd Los Angeles, CA 90024**, or at such other place as Lessor designates.

Prorated rent for the month of <<Lease Start Date>> is \$ <<Prorated Rent>>(where applicable).

Upon signing, Tenant(s) will pay a one-time placement fee in the amount of \$125 and an application fee in the amount of \$50.

b. Form of payment

Lessor will accept all forms of payment including, but not limited to, personal check, credit card, cashier's check and money order.

1.6 LATE CHARGES

If Tenant(s) fails to pay the rent in full by the 1st day of the month, Tenant(s) will pay Lessor a late charge of \$50.00, for payment between the 2nd and 5th of the month. On the 6th, the late fee increases to \$100.00. If rent has not been delivered by the 7th, Lessor will move forward with the eviction process. Lessor does not waive the right to insist on payment of the rent in full on the date it is due.

1.7 RETURNED CHECK AND OTHER BANK CHARGES

If any check offered by Tenant(s) to Lessor in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant(s) will pay Lessor a returned check charge of \$35.00 plus an applied late fee.

1.8 SECURITY DEPOSIT

Upon signing this Agreement, Tenant (or each individual Tenant, where applicable) will pay to Lessor the sum of <<Security Deposit Charges>> as a security deposit. Tenant(s) may not, without Lessor's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant(s) has vacated the premises, returned keys, and provided Lessor with a forwarding address, Lessor will give Tenant(s) an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Lessor along with a check for any deposit balance.

Within 48 hours of moving in, please alert us of any damages in your apartment by submitting the maintenance request on the website (zuma.appfolio.com/connect) so you will not be held accountable upon move out.

Tenant is also responsible for filling out the move-in walkthrough form online via the link: <https://www.zumahousing.com/walkthrough-form/>. If no damages or missing items are reported in writing within the first 48 hours, then Lessor will assume the apartment is in working order.

If Tenant(s) is an international student and plans to leave the United States as soon as his or her lease term ends, Tenant(s) may request an early inspection by showing proof of their itinerary. Within 21 days after Tenant(s) has vacated the premises and returned keys, Lessor will return the balance on Tenant's(s') security deposit, via Paypal, check or American Bank Transfer.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
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2. Policies and Procedures

2.1 CLEANING/SHARED LIVING ENVIRONMENT

Zuma Westwood apartments are shared living environments. Therefore, it is of the utmost importance that the apartments are kept clean. Zuma Westwood has the right to schedule a cleaning inspection for the apartment. All tenants will be provided, 24 hours, notice of the inspection.

If the inspector finds that a particular apartment is not up to cleaning standards, a warning letter will be issued. If the problem is not resolved within 48 hours, Lessor has the right to send professional cleaners to the apartment for a minimum cost of \$100.00, per apartment, which cannot be deducted from the security deposit.

Cleaning expectations include:

1. **Kitchen**- Clean dishes, utensils, pots and pans, counter tops, floors, sink and remove trash.
2. **Bathrooms**- Clean toilet, floors, sink and countertops. Please also be mindful to not clog drains. Resident must use the ventilation fan after taking hot showers and baths to prevent mold from growing on the ceiling and walls.
3. **Bedrooms**- Keep personal belongings organized and keep clutter to a minimum.
4. **Living Rooms**- Keep personal clutter to a minimum. Vacuum and sweep regularly.
5. **Balcony**- Remove Trash and debris from balcony. Keep floors clean from spills and excess furniture.
If Tenant(s) would like to hire a professional cleaning service, this can be arranged, at an extra expense, by contacting Lessor

2.2 REPAIRS AND ALTERATIONS BY TENANT

Except as provided by law, or as authorized below, or by the prior written consent of Lessor, Tenant(s) will not make any repairs or alterations to the premises.

Tenant(s) will not, without Lessor's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Lessor with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

2.3 VIOLATING LAWS AND CAUSING DISTURBANCES

Tenant(s) is entitled to quiet enjoyment of the premises. Tenant(s) and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

2.4 PETS

No animal, bird, or other pet will be kept on the premises, except certified properly trained service animals needed by blind, deaf, or disabled persons or with prior written consent from Lessor. If any pet is found on the premises, Tenant(s) responsible will be charged a minimum fine of \$250 for unit cleaning and will need to remove the pet the same day.

2.5 LESSOR'S RIGHT TO ACCESS

Lessor <<Company Name>> or Lessor's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Lessor may also enter the premises to conduct inspections and to check for safety or maintenance problems. **Except in cases of emergency, Tenant's(s)' abandonment of the premises, court order, when repairs have been requested by one or all Tenants residing in the Premises or where it is impractical to do so, Lessor shall give Tenant(s) 24 hours notice, by email or posting, before entering.**

2.6 EXTENDED ABSENCES BY TENANT

Tenant will notify Lessor, in advance, if Tenant will be away from the premises for 7 or more consecutive days. During such absence, Lessor may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

2.7 POSSESSION OF THE PREMISES

a. Tenant's failure to take possession

If, after signing this Agreement, Tenant(s) fails to take possession of the premises, Tenant(s) will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Lessor's failure to deliver possession

If Lessor is unable to deliver possession of the premises to Tenant(s) for any reason not within Lessor's control, including, but not limited to, partial or complete destruction of the premises, Tenant(s) will have the right to terminate this Agreement upon proper notice as required by law. In such event, Lessor's liability to Tenant(s) will be limited to the return of all sums previously paid by Tenant(s) to Lessor.

2.8 PROPERTY INSURANCE

Lessor and Tenant(s) shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

2.9 NO SMOKING

No smoking is allowed inside the rental unit including the balcony. If smoking does occur inside the rental unit, (i) Tenant(s) is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; (ii) Tenant(s), authorized guests, and all others may be required to leave the premises.

By signing this, the tenant(s) acknowledges that in order to remove odor caused by smoking, lessor may need to replace carpet and drapes and paint entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit and may result in additional charges depending on the total cost. **Smoking in a Zuma Apartment will result in a \$250 fine posted to your account for each smoking violation reported to our office. If Tenant fails to report violations by houseguests and roommates, Tenant shall be liable for all charges.**

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
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3. Responsibilities

3.1 LESSOR'S RESPONSIBILITIES

Lessor shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, driveways, and sidewalks, except when such repairs are necessitated by the misuse or negligence of Tenant, its agents, employees or invitees, and all other maintenance responsibilities required by law.

Tenant(s) agrees to inspect the apartment and notify Zuma Westwood staff of any needed repairs or existing damages within 48 hours of the move-in date.

3.2 TENANT'S MAINTENANCE RESPONSIBILITIES

Tenant(s) will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Lessor in a condition identical to that which existed when Tenant(s) took occupancy, except for ordinary wear and tear; (2) immediately notify Lessor in writing of any defects or dangerous conditions in and about the premises of which Tenant(s) becomes aware; and (3) **reimburse Lessor, on demand by Lessor, for the cost of any repairs to the premises damaged by Tenant(s) or Tenant's(s') guests or business invitees through misuse or neglect (including but not limited to bulbs, blinds, handles, mirrors and cabinets). Please see and initial maintenance price list.** Tenant acknowledges that any damages that occur in common areas throughout the duration of Tenant's stay will be charged equally among all tenants in the unit unless individual responsible accepts accountability.

3.3 KEYS/GARAGE DOOR OPENERS

Each individual Tenant will be given 1 key to the Premises and an entry key or code to the building (if applicable). Lessor will provide one (1) common mailbox key for each rented unit. Bedroom keys are provided by request of the tenant only, and are subject to a \$100.00 installation charge. Tenant will be charged \$50.00 to replace lost regular keys (Tenant will be charged \$100.00 for replacement of fob keys or medico keys).

If a change of locks is required, Tenant will be responsible for all related costs. If the individual apartment key is not returned to Landlord on the day of the termination of the Lease, Tenant shall be charged \$50.00.

Garage door openers will be provided, where necessary, for a refundable fee of \$50.00. Any lost or stolen garage door opener will cost \$50.00 to replace.

KEYS RECEIVED: Date: <<Move-in Date>>

- Front door key (to building) <<Move-in Date>>
- Front door key (to apartment/unit) <<Move-in Date>>
- Garage Door Remote (if applicable) <<Move-in Date>>
- FOB key to building (if applicable) <<Move-in Date>>
- Mailbox key (if applicable, common key provided) <<Move-in Date>>
- Bedroom key (if applicable) <<Move-in Date>>
- Parking pass or placard (if applicable) <<Move-in Date>>
- Elevator (if applicable) <<Move-in Date>>

3.4 PARKING

Parking is based on availability for a monthly fee, please contact the Zuma Housing office to request parking.

The make/model/color of car must be provided before parking assignments are valid. Zuma Housing must be notified of vehicle changes. Non-authorized vehicles are subject to tow.

Tenant(s) must provide Lessor with a notice of Tenant's(s') intent to terminate the parking spot usage. As long as garage door opener is not returned and no written notice of terminating parking is provided, Tenant will be charged for the assigned parking space.

3.5 UTILITIES

Lessor shall be responsible for all utilities in connection with the Premises. If the utilities, per person, exceeds \$60.00 in a 1 or 2 month utility billing period (or \$120.00 in the case of a studio or one bedroom apartment), then the tenant will be charged for the difference when the monthly rent is due on the 1st of month, to be divided equally among the occupants of the unit.

Zuma Westwood provides standard wireless internet packages. If the tenant(s) is interested in upgrading the services, he or she may, at the Tenant's (s') expense. Any upgrade must be requested in writing.

Tenants using provided internet services to to improperly copy or share copyrighted content such as music, movies, video or software using Peer-to-Peer or Torrenting software will be subject to fines associated with suspension and reactivation of the internet service.

3.6 EARLY TERMINATION OF THE AGREEMENT

In the event of early termination of this Lease by Tenant(s), Tenant(s) will be responsible for the agreed upon monthly rent until the termination date stated in this Lease <<Lease End Date>> or **find a Lessor-APPROVED paying Tenant**. Tenant(s) will also be held responsible for costs related to advertising for a replacement tenant and those necessary to ready the premises for the replacement tenant, including but not limited to painting and cleaning.

3.7 PERIODIC PEST CONTROL

Lessor has entered into a contract for periodic pest control of the Premises and common areas of the complex. Tenant(s) will notify Lessor when pest control is necessary around or in the Premises. Lessor will provide Tenant(s) with any necessary pest control disclosures at least 24 hours prior to service.

Lessor does not accept responsibility for any infestation of bed bugs. Should Tenant(s) prove to be responsible for any such infestation; he or she will be responsible for any costs involved in eradicating the problem.

By signing this document, the tenant(s) agrees to inspect the Premises within 24 hours of move-in date and to notify Lessor, in writing, of any pest control or bedbug problems in existence as of Tenant's(s') move-in date.

3.8 TENANT'S OBLIGATIONS UPON VACATING PREMISES

Upon termination of this Agreement, Tenant(s) shall: (1) return all keys to the Zuma Housing office within 48 hours. Keys left in the unit or not returned directly to our office within 48 hours will be charged the full cost of replacement; (2) vacate any parking spaces and/or storage spaces; (3) clean premises and deliver it to Lessor in the same condition as received, normal wear and tear excepted. Tenant acknowledges that failure to do so will result in back charges of a minimum amount of \$100; (4) remove all debris; and (5) complete an exit survey provided on the Zuma Westwood web site at: www.zumahousing.com.

After Tenant(s) has moved out, lessor will conduct an inspection of the Premises to determine the condition of the apartment in preparation for return of the remaining portion of the security deposit(s).

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
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4. General Clauses

4.1 INDEMNITY

To the extent permitted by law, Tenant(s) agrees to indemnify, hold harmless, and defend Lessor <<Company Name>> from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Tenant's(s') possession, use or misuse of the Premises, except due to Lessor's negligent acts or omissions. Further, Tenant(s) will be held liable for any damage to the Premises or to the contents thereof which are caused by Tenant(s) and/or Tenant's(s') guests.

Lessor is not responsible for lost or stolen items.

4.2 NEIGHBORHOOD CONDITIONS

Tenant(s) is advised to take note of and consider neighborhood area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, existing and proposed transportation, construction and development that may affect noise, view, or traffic.

4.3 MEDIATION AND ARBITRATION

a. Consistent with paragraph b, below, Lessor and Tenant(s) agree to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to Court action. All mediation fees and attorney's fees will be paid by the losing party.

b. The following matters are excluded from mediation: (1) an unlawful detainer; (2) the filing or enforcement of a mechanic's lien; and (3) any matter within the jurisdiction of probate, small claims, or bankruptcy court.

4.4 PAYMENT OF COURT COSTS AND ATTORNEY FEES IN A LAWSUIT

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

4.5 CONSENT TO DELIVER BY E-MAIL

Please be aware that California Law requires that Lessor deliver to its tenants certain notices, documents, and letters. I acknowledge that I have a right to receive said paperwork through U.S. mail. Notwithstanding the foregoing, I desire and agree to receive notices, documents, and letters from Lessor via electronic mail (e-mail), when appropriate. I have the right to update my e-mail address at any time and/or revoke my consent to this provision, in writing to Zuma Westwood LLC. Paper copies of notices, documents and letters are available upon request by Tenant.

4.6 VALIDITY OF EACH PART

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

4.7 GROUNDS FOR TERMINATION OF TENANCY

The failure of Tenant(s) or Tenant's(s') guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's(s') rental application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

4.8 MAINTENANCE PRICE LIST*

*These prices reflect the repair costs caused by tenant's neglect or misuse as stated in Section 3.2 of this Lease Agreement

*Prices are subject to change at the discretion of Zuma Westwood LLC

1. Carpet Cleaning \$150
2. Regular Cleaning \$100
3. Sink/Shower Clogged \$80
4. Toilet Clogged \$120
5. Garbage Disposal (based on model starting at \$250)
6. Painting \$40 (more if painting is necessary)
7. Install Lock \$120
8. Toilet Seat Replacement \$50
9. Side Table \$50
10. Standing Lights \$45
11. Desk \$50
12. Chair \$60
13. Coffee Table \$45
14. TV \$500
15. Couch Change \$600
16. Microwave \$100
17. Light Bulb Change \$35
18. Locked Out \$50
19. Mattress Change \$150
20. Blind Change \$25 (up to 5 shades)
21. Curtain Change \$50
22. Help moving (based on availability) \$100
23. FOB Key \$100
24. Regular Key \$50
25. Medeco Key \$75
26. Mattress Pad \$30
27. Guest fee per night (approval required) \$30
28. IT service/IT service calls \$50
29. Cleaning Inspection \$120 (min.)
30. Late Check-Out (after 11am) \$150

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
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5. Sign and Accept

5.1 GOVERNING LAW

This Agreement is to be construed and interpreted pursuant to the laws of the State of California.

5.2 ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Lessor or Tenant(s). Any modifications to this Agreement must be in writing signed by Lessor and Tenant(s).

5.3 RENTAL/LEASE AGREEMENT SUMMARY

1. I acknowledge that I'm not allowed to keep, any of my belongings in other rooms/shared spaces that were not rented by me _____
2. I acknowledge that parties in my apartment are prohibited. If I have a party I will be subject to fines in the amount of \$250 minimum_ _____
3. I acknowledge that I am not allowed to have guests who cause a disturbance to my roommates/neighbors_ _____
4. Before or by the first day (1st) of the final month of my Lease Agreement, I must provide the Lessor with a written "30-days notice" to move-out on the final day of the month. If I fail to do so, my contract will be AUTOMATICALLY extended for one more month and I will be responsible for my rent
5. I acknowledge that I have to pay my rent before or by the first of every month. If I fail to do so, I have to pay the late fee, according to the contract ____
6. I acknowledge that I have to keep my apartment clean and my belongings organized. If I fail to do so, I have to pay the cleaning fee based on the cleaning company evaluation ____
7. I acknowledge that if I break the Lease agreement rules, I will receive a Warning, after the 2nd Warning I will be fined and/or may be evicted _____
8. I acknowledge that if I have a maintenance issue I have to fill-in a request via this link: [.http://www.zumahousing.com/contact_us/page/maintenance_request-16](http://www.zumahousing.com/contact_us/page/maintenance_request-16) If I fail to do so, my request may not be taken in consideration
9. I acknowledge that within 48 hours after my move-in I should report to the Lessor all things that are broken/damaged/not working properly. If I fail to do so, I may be held responsible for those damages ____
10. I acknowledge that if I leave an apartment in a worse condition than I moved-in (e.g. messy, damaged furniture, carpet, walls, lights, smoking odor, etc.) the cleaning/repair expenses will be deducted from my deposit _____
11. I acknowledge that if there is any damage in my apartment in common areas (e.g. living-room/kitchen) all roommates are equally responsible for it, unless otherwise is indicated by the Lessor _____
12. I acknowledge that after my move-out date all my personal belongings left in the apartment will be thrown away and the Lessor will not be liable for any losses _____
13. I acknowledge that I am responsible for the actions and consequences of any guest I bring to the apartment _____
14. I acknowledge that I have read and understood the terms and conditions of this Agreement _____

5.4 PHONE CALL AND TEXT MESSAGE AUTHORIZATION

I agree to receive text messages and phone call via provided phone number, WhatsApp and WeChat. I agree to notify Zuma Housing if the phone number(s) I provide is no longer a valid phone number to reach me.

X

Lessee

Date Signed

X

Lessor

Date Signed