

# ROOM RENTAL AGREEMENT

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This Room Rental Agreement (this "Agreement") is made as of 4 day of April, 2021, by and between the principal tenant, SOTA COLIVING ("Principal Tenant"), and Tenant(s) listed below. This agreement defines the relationship between the Principal Tenant and Tenant(s) (collectively, the "Parties") in sharing the premises located at (the "Premises"):

**Street Address:** 1044 S Cloverdale ave

**City:** Los Angeles **State:** California **Zip:** 90019

**Term of Lease – From:** April 3, 2021 **To:** Continue month to month

Monthly rent amount	Onboarding fee	Security deposit amount	Description of the room they occupy
\$725.00	\$99.00	\$100.00	Bed in room

**Security Deposit:** The total security deposit under the Lease is \$100.00

**Utilities:** The rent includes All utilities as part of each payment.

- **Will the Tenants purchase Renters Insurance:** No
- **Damages:** Each Tenant is responsible for any damage to the Premises caused by him or her including his or her guests. If there is damage that cannot be reasonably traced back to a particular Party, the cost of the damage will be shared equally by all the Parties.
- **Early Termination:** A tenant may terminate this Agreement before the end of the lease term with thirty (30) days notice A Principal tenant (landlord) may terminate this Agreement before the end of the lease term with seven (7) days notice
- **Shared Property:** All shared property will be paid for evenly, unless otherwise agreed upon. At the end of the lease term or when the Parties terminate this Agreement, shared property will be split between the Parties, or a Party may purchase shared property from the other Parties.

## Behavioral Stipulations:

- **Pets:** Can pets be kept at the Premises: No
- **Cleanliness Expectations:** Each Party will keep his or her bedroom and bathroom, as well as the Common Area, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Each Party will maintain the cleanliness and neatness of the Common Area and share in the responsibility of cleaning the Common Area.
- **Overnight Guests:** Guests are allowed: No
- **Noise Level / Quiet Hours:** The Parties are expected to keep noise down to a reasonable level during the day. Between 11pm-8am, noise should be kept to a minimum.
- **Parties / Entertaining:** No party buy tenants

- **Smoking and Alcohol Use:** No smoking on the property. Drinking alcohol is allowed between 10:00 am - 11:00 pm. The Parties are responsible for maintaining reasonable standards of behavior and level of noise.

**Additional Terms:**

- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- **Governing Law:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California, not including its conflicts of law provisions.
- **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.
- **Amendments:** This Agreement may be amended or modified only by a written agreement signed by all Parties.

SOTA COLIVING		4/4/2021
Principal Tenant Full Name	Principal Tenant Signature	Date
_____	_____	_____
Tenant Full Name	Tenant Signature	Date

# **SOTA CO-LIVING**

## **RULES AND REGULATIONS**

### **Introduction:**

The following Rules and Regulations (hereinafter, “Rules”) are established by SOTA CO-LIVING for the benefit and security of the property owners, managers and their tenants and guests, and for the protection of property owners’ property, common area property and property values.

These rules contained herein governing the use of the apartments, common areas and the person conduct of the renters and their guests, including penalties for violating the rules, are established by Sota Co-living.

Penalties or violation of Sota Co-living rules have been established by the owners and Property manager of Sota Co-living. Tenants are responsible for payment of any fines assessed against themselves and their tenants and guests.

### **I. GENERAL**

1. Tenants will be held liable when their guest(s) are in violation of the rules governing SOTA Co-living.
2. Rules are promulgated by the Owner for the benefit of the tenant(s) and the owner’s Property. Tenants are responsible for compliance. Therefore, owners and residents are encouraged to assist in the enforcement of SOTA Co-living Rules by admonishing family, friends, and other visitors to comply and by reporting violators to Property Manager.
3. NO SMOKING ON THE PROPERTY
  - a). This includes no smoking in rooms, apartments, balcony etc.
  - b). Put cigarettes bud/butts in the designated trash.

c). If tenant(s) is smoking on the property, a warning will be given to discontinue the smoking. If the behavior persists, the tenant(s) lease will be terminated. If a guest(s) is smoking on the property, the guest(s) will be banned from the property. If tenant(s) complied with guest(s) to smoke on the property the tenant(s) involved will receive one warning, if the behavior persists, that tenant(s) lease will be terminated.

#### 4. NO ILLEGAL DRUGS

a). If you are in possession of illegal drugs on the property your lease will be terminated and/or authorities will be called to the property. Under Proposition 47, possession of controlled substances for personal use, deemed, "simple possession," is classified as misdemeanor offense, punishable by up to one year in county jail, community service, and/or a fine of up to \$1000. Controlled substances fall under California Health and Safety Code 11350.

#### 5. QUIET HOURS

a). Quiet Hours are from 11pm-8am.

b). No guest(s) during quiet hours

i. One warning will be given if guests are on the property during quiet hours and if it occurs again eviction/lease termination will take place.

c). No overnight guest(s).

i. One warning will be given to tenant(s) and if it occurs again; tenant(s) lease will be terminated, and guest(s) will be banned from the property. If guest(s) is seen on property, they will be asked to leave, and/or authorities will have them escorted off the property if necessary.

d). If tenant(s) and/or guest(s) disturbs quiet hours, her/she/they will receive a first warning. If it continues a second warning will be issued and if it continues the individual(s) their lease terminated will be evicted and. These warnings can be consecutive or occurring on the same day and/or separate occasions.

#### 6. COMMON AREAS

a). 2 guests are allowed visitation in common areas (excluding rooms) max for 3hrs within a 24hour period.

b). Sleeping in the common areas are not allowed. All commons areas are to be accessible to tenants unless notified otherwise by Property Manager(s). Guest(s) sleeping in common areas will be prompted to wake up or leave the property. Tenant(s) sleeping in common areas will be redirected to their room or a designated room for the night if there is an inexcusable reason to why they are unable to sleep in their room. If tenant(s) repeatedly sleeps in common area and does not want to leave, this is will dealt with on a case by case basis not limited to termination of lease and being escorted off the property.

c). No personal belongings in the Common Areas. You are solely responsible for all your personal belongings. Lock up all personal things. If you were given a room that has a cubby/closet with a combination lock, it is your responsibility to ensure that you receive the combination.

d). Do not block any entry and/or areas with boxes, belongings. Etc. Ask Property Manager(s) if you need assistance with storage. Storage is limited and this is dealt with on a case by case basis. After repeatedly prompting and tenant(s) refuse to remove their belongings from blocking entry ways; tenant(s) lease will be under review for termination.

e). Clean after yourself and your party

f). When AC is on, Windows MUST be closed

## **II. ROOM**

1. NO FOOD in bedrooms. If tenants continues to store or have food in their room which leads it to inexcusably affecting tenant(s), causes strong stench, including but not limited to infestation; this will be dealt on a case by case basis and tenant(s) lease will be under review.
2. All personal belongings are to be kept in tenant(s) designated cubbies and closets.
3. Personal items must not clutter floors and/or other areas that are not designated for personal belongings.
4. No burning of incense or anything similar.

## **III.BATHROOM**

1. Clean the area after use.

2. Clean any excess water that took place while you were in the bathroom.
3. Do not use other housemate's items.

#### IV.CLEANING

1. Clean cooking and eating areas immediately after use; these include but are not limited to counters, floors, pots, pans, etc.
2. Any cooking utensils used for cooking and eating must be cleaned immediately after use; these include but are not limited to knives, forks, dishes etc.
  - a). Some individuals within the apartment might have created their own cleaning circle/team, let it still fall in the guidelines as listed above.
  - b). Concerning Pots and items utensil frequently used by housemates, **wash immediately** and do not let them sit in the sink or in the dishwasher.
  - c). If cleaning becomes a constant issue, such that it leads to arguments and/or fights, or is the motive as to why a tenant(s) wants to move out; the tenant(s) that is causing the disruption will be singled out and their lease will be under review for termination.
3. If trash is stinking or overflowing, dispose of trash. Do not wait for House Keeping throwing out your trash; an extra trash bag is located at the bottom of the trash bin. If an extra trash bag is missing, please ask Property Manager or House Keeping for a bag immediately.
4. Break down any boxes such as packages, pizzas etc. and put it down the trash chute that are located near the elevators. DO NOT force any large boxes down the trash chute. All trash with liquids in them is to be tightly sealed and placed in a plastic bag before throwing it down the trash chute.

#### V. LAUNDRY

1. Immediately remove from Dryer and/or Washer after your cycle is completed.
2. After washer cycle is completed, remove items from the washer and LEAVE THE DOOR OPEN- to dry avoid growing mold.

#### VI.MAINTENANCE

1. ALL MAINTENANCE ISSUES ARE TO BE REPORTED TO PROPERTY MANAGER. Under no circumstances should tenant fix anything in the apartment without the knowledge of the property manager. If issues arises from tenant(s) attempting to fix anything in the apartment, they will be fined for the amount to properly fix it.
2. Report all maintenance issues to SPACEFLOW until further notice.

#### **VII.DO NOT REMOVE ANY SMOKE ALARMS AND/OR CARBON MONOXIDE DETECTORS.**

1. TENANT REMOVING SMOKE ALARMS OR CARBON MONOXIDE DETECTORS WILL BE GIVEN A WARNING AND IF IT CONTINUES, HIS/HER LEASE WILL BE UNDER REVIEW FOR TERMINATION.

#### **VIII.NO EXCESSIVE DRINKING**

1. If any incidences occur due to drunkenness/lewd behavior/excessive drinking (without causing harm to self and/or tenant(s) and/or guest(s) and/or property manager and/or property). The tenant will be given a warning. If it happens a second time, the tenant(s) lease will not be renewed, and the tenant will be evicted. If it was a guest that was drunk, he/she will be banned from the property. Tenant(s) and/or guest(s) will be responsible for any monies that will be owed for rent (according to their lease), property damages or fines/lawsuit.
2. If any incidences occur due to drunkenness/lewd behavior/excessive drinking and the tenant(s) physically harmed self, harmed other another tenant(s) and or guest(s), Property Manager and/or cause property damages; The tenant(s) that caused the offense (s) will be asked to leave the property and their lease will be terminated. Tenant(s) and/or guest(s) will be responsible for any monies that will be owed for rent (according to their lease), property damages and/or fines/lawsuit(s).

#### **IX.VIOLENCE**

1. Violence will not be tolerated. Any physical harm done to self and or another tenant(s), guest(s), property manager(s) and/or property will be dealt case by case basis and will include but not limited to Tenant(s) and/or guest(s) will be responsible for any monies that will be owed for rent (according to their lease), fined for property damages or fines/lawsuit(s); and/or eviction/immediate lease termination and jail according to California Laws.

2. Any mental health episode that occurs that put self, tenant(s), guest(s), Sota Co-living Property, Property manager and/or owner of Sota Co-living, at risk. The individual(s) will be given a psych evaluation, will be responsible for any monies that will be owed for rent (according to their lease), property damages or fines/lawsuit(s); depending on the severity, their lease (s) will be terminated and will be asked to vacate the property.
3. No violence, sexual harassment, threats, bullying, intimidate, will be tolerated. The tenant(s) and/or guest(s) that cause the offense will be dealt with on a case by case basis and includes but not limited to leave lease termination, vacating the property, the proper authorities will be notified, responsible for any monies that will be owed for rent (according to their lease), property damages or fines/lawsuit(s);

## **X. PROPERTY DAMAGES**

1. Will be dealt with case by case basis; includes but not limited to fine/lawsuit, deposit not returned, lease termination/eviction, to jail; under California Penal Code 594 (a), a person guilty of vandalism when he or she defaces, damages or destroys “any real or personal property not his or her own.” If the amount of the damage is \$400 or more, the vandalism is punishable by up to one year in county jail and a fine of up to 10,000.

Resident acknowledge receipt and agreement to these Community Policies and Procedures.

RESIDENT:

Signature:

Date: