

Residential Lease or Month-to-Month Rental Agreement

9) PROHIBITION OF ASSIGNMENT AND SUBLETTING:

Tenant(s) shall not sublet any part of the premises or assign the agreement without the prior written consent of the Owner.

10) CONDITION OF THE PREMISES:

Tenant(s) acknowledge that they have examined the premises, including, appliances, fixtures, furnishing, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by Owner are clean, and in good, satisfactory condition except as may be indicated elsewhere in this agreement. Tenant(s) agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Tenant(s), his or her guests and/or invitees, except as provided by law. At the termination of this agreement, all of the above enumerated items in this provision shall be returned to the Owner in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to the Owner. It is agreed that all dirt, holes, tears, burns and stains of any size or amount in the carpets, drapes, walls or fixtures and/or any other part of the premises, do not constitute reasonable wear and tear.

11) MAINTENANCE AND ALTERATIONS:

Tenant(s) shall not paint, wallpaper, alter or redecorate, change or install locks, install antennae or other equipment, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the prior written consent of the Owner except as may be provided by law. Repair of damage or plumbing stoppage caused by Tenant(s)' negligence or misuse will be paid for by the Tenant(s).

12) POSSESSION OF PREMISES:

The failure of the Tenant(s) to take possession of the premises shall not relieve them of their obligation to pay rent. In the event the Owner is unable to deliver possession of the premises to Tenant(s) for any reason not within the Owner's control, including, but not limited to; failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, Owner shall not be liable to Tenant(s), except for the return of all sums previously paid by Tenant(s) to Owner, in the event Tenant(s) choose to terminate this agreement because of Owner's inability to deliver possession of the premises.

13) PETS:

No animal or other pet shall be kept on the premises without the Owner's prior written consent, except properly trained dogs needed by the blind, deaf or disabled persons and, as outlined in the attached pet deposit agreement, if any, and:

other: (pets) _____ are allowed

under the following conditions: _____

14) OWNER'S ACCESS FOR INSPECTION OR EMERGENCY:

Owner or Owner's agents may enter the premises in the event of an emergency, or to make repairs or improvements, supply agreed services, or exhibit the premises to prospective purchasers or tenants. Except in the case of an emergency, Owner shall give Tenant(s) 24 hours advance notice (written or oral) of intent to enter.

15) PROHIBITION AGAINST VIOLATING LAWS AND CAUSING DISTURBANCES:

Tenant(s) shall be entitled to quiet enjoyment of the premises. Tenant(s) shall not use the premises in such a way as to violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant or nearby resident.

16) TENANT RULES AND REGULATIONS:

Tenant(s) shall comply with all house, pool, pet and laundry rules, which may be changed at any time. These rules shall apply to, but are not limited to, disposal of trash, pets, parking, use of common areas, noise and storage of toys, bicycles and other personal items.

17) INSURANCE

Tenant(s) acknowledge that Owner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others and/or any other causes, nor shall Owner be held liable for such losses. Tenant(s) are advised to purchase their own insurance (Renter's Insurance) to cover any such losses.

18) DAMAGE TO PREMISES

If, by no fault of Tenant(s), premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render premises uninhabitable, either Owner or Tenant(s) may terminate agreement by giving the other written notice.

19) WATERBEDS

No waterbed or other water-filled furniture shall be kept on the premises without the prior written consent of the Owner.

