



**\*\*\*VOID – SAMPLE LEASE ONLY – VOID\*\*\***

5. **Continuing Guarantee:** You agree to provide an executed “Continuing Guarantee” concurrently with the execution of this Lease. The Continuing Guarantee provides for a Guarantor to cover any financial obligation under this Lease that you fail to fulfill. Owner agrees to notify Guarantor prior to initiation of legal action for violations of the conditions of this Lease.
6. **Term/Renewal:** You agree to abide by this Lease for the entirety of its Term (Section O). After the Term, the property reverts back to Owner who retains an exclusive first right of negotiation. You may be asked to renew, if at all, as early as six months or more prior to the end of this Lease. The decision whether or not to renew your Lease shall be at our sole discretion. Notice to renew will be deemed delivered when emailed to an address you provide.
7. **Utilities:** You agree to pay for all utilities supplied to the Premises except those paid for by Owner (Section G and N). You agree that your deposit will be deducted to pay for unpaid utility bills. You agree to abide by Internet access rules & regulations published from time to time. Failure to do so will result in termination of your Internet access. Owner may, at its sole discretion, change providers or discontinue the providing of Owner Paid Utilities (Section G & N) at which time Owner will make an adjustment to the Rent.
8. **Parking:** You agree to use any assigned parking space (Section H) for the parking of operable, licensed and currently registered automobiles only, and not for the washing, painting or repair of any vehicle. You agree to park in your allotted parking space only and not to assign nor sublet your space. Owner will tow away any unapproved vehicles. Upon 24 hours written notice, Owner may change the size or location of your parking space. Owner is NOT liable for any damage done to your vehicle while parked in the garage, or damage sustained by malfunction of the parking gate.
9. **Maximum Occupants/Named Renters:** The Premises will be occupied only by the Named Renters (Section J & K), each of whom has an individual lease for the Premises.
10. **Sublease/Transfer Fee:** You agree not to assign any right or obligation of this Lease, nor sublet any portion of the Premises without Owner’s prior written consent, which Owner may grant or withhold in Owners sole and absolute discretion. Any change of occupant structure (e.g. someone subleases your room) is subject to a one-time nonrefundable Transfer Fee (Section L). (See also Section 25). You will remain fully liable under any sublease. In addition, a sublease will not require the approval of the other residents but the sublessee will be subject to a conduct clause as provided in the sublease agreement.
11. Intentionally Omitted
12. **Additional Services:** Owner agrees to provide various additional services (Section N). You agree to accept financial responsibility for all the equipment required to facilitate those additional services (e.g. satellite receiver, cable box, remote control, etc.). You agree that Owner may change programming package without notice. If Owner discontinues providing any Additional Service(s) (Section N), Owner will make an adjustment to the Rent. Subject to Owners prior approval, you may install a satellite dish or otherwise change television providers, provided that you comply with the following: (i) Any installation must be done in the presence of Owner or Owners agent; (ii) any satellite dish shall not exceed 39 inches in diameter and shall be located in an area outside the Premises of which you have exclusive use under the lease (such as a balcony); (iii) You shall provide an additional security deposit of \$200 prior to installation. Said deposit shall not imply a right to drill into or alter the Premises; and (iv) You shall be responsible for all costs of installation and on going television service.
13. **Good Condition Receipt:** You agree to examine the Premises and accept it “AS IS.” You also agree to leave the Premises in as good a condition as when received after termination of your tenancy.
14. **Possession:** If Owner, for whatever reason, is unable to deliver possession of the Premises on the agreed date, this Lease will be prorated and begin on the date of your actual possession.
15. **Damage/Destruction:** Should the Premises become damaged, destroyed or otherwise partially or totally uninhabitable, unless caused by Tenant, rent will abate and this Lease will terminate if you decide to vacate the Premises. If you decide to remain, rent will not abate nor will there be any offset or reduction in rent, unless both parties agree. Owner is not responsible for loss or damage to renter’s property. Renter agrees to furnish his/her own renter’s insurance policy to protect their belongings in the event of flood or other damage.
16. **Abandonment:** If you abandon the Premises prior to the expiration of the Term, you will be liable for the damages outlined in California Civil Code Section 1951.2 or 1951.4.25.
17. **Rules and Regulations:** You agree to comply with all the “Rules and Regulations” provided by Owner (a separate incorporated document). However, Owner bears no obligation to enforce any Rule or Regulation, and Owner will not be liable to you for any violation of the Rules and Regulations by any other person. These Rules only apply to your tenancy and have no effect upon third parties. Owner may modify the Rules and Regulation by serving a copy of any amendment(s) to you 30 days prior to its effective date.
18. **Compliance with Laws/Personal Conduct:** You agree not to violate any law, commit any damage or nuisance in or about the Premises. You agree not to annoy any other tenant in any way, not to operate any business in or about the Premises, nor do or keep anything that may increase Owner’s insurance premium. In addition, You agree to keep the Premises in a good, clean and sanitary condition and to treat other roommates in a respectful, civil manner. If a dispute or complaint arises between You and your roommate(s), You and your roommate(s) shall be responsible for resolving such dispute. Owner shall not be required to mediate any such dispute.
19. **Pets/Water Beds/Music/Musical Instruments:** You agree not to bring nor keep any pet (dog, cat, bird, reptile, etc.), nor liquid-filled furniture unless permitted by Owner. Liquid filled furniture will be accepted only with proof of \$100,000 insurance. Noise audible to any neighbor (from an instrument, stereo, voice, TV, etc.) is prohibited between the hours of 10:00 p.m. and 10:00 a.m.
20. **Inspection/Entry:** You agree to allow Owner’s entrance and inspection of the Premises during business hours and upon no less than 24 hours notice, without your presence, for any lawful purpose. Business hours are 10:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 2:00 p.m. Saturday. Owner may enter the Premises without advance notice in cases of emergency. You agree not to add nor change any lock, locking device, bolt or latch on the Premises, nor otherwise restrict entrance.
21. **Pest Control/Fumigation/Extermination:** Upon demand by Owner, you agree to temporarily vacate the Premises for a reasonable period to allow pest or vermin control work.

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22. **Credit Report:** As required by law, you are hereby notified that a negative credit report may be submitted to a credit-reporting agency if you fail to fulfill the terms of your financial obligations under this Lease.
23. **Incorporations:** The following documents are incorporations of this lease, and are valid upon the signature of each individual document; Apartment Condition Form, Continuing Guarantee, Renter Rules and Regulations.
24. **Additions and/or Exceptions:** See section P
25. **Waiver of Default:** Owner's failure to require strict compliance with this Lease, or to exercise any right provided herein, will not be deemed a waiver of such compliance or right by Owner. Also, Owner's acceptance of your rent with knowledge of any default by you will not be deemed a waiver of such default, nor limit Owner's rights with respect to that default. Even Owner's acceptance of partial rent after service of an Eviction Notice will not be a waiver of Owner's right to pursue the eviction under the notice.
26. **Certain Waivers:** In the event that this Lease or your assignment of this Lease could be construed to create a guarantor or surety ship relationship you hereby affirmatively waive any right to assert against Owner any defense (legal or equitable), set-off, counterclaim or other right, including, without limitation, (a) the right to require Owner to proceed against any other obligor and (b) the right to pursue any other remedy in Owner's power whatsoever.
27. **Partial Invalidity:** If any portion of this Lease is held invalid, it will not affect the validity of any other portion of this Lease.
28. **Indemnification:** You agree to indemnify Owner from any liability for personal injury or property damage including, but not limited to, that caused by the act or omission of any other renter or third party, any criminal act, or any other act whatsoever. It is your responsibility to obtain and pay for any insurance coverage you deem necessary to protect you from any loss or expense that may be caused by such persons or events.
29. **Non-Curable Breach of Agreement:** Any of the following events will be deemed a non-curable breach of this Lease; (a) Police raid upon your Premises; (b) Your arrest for possession/sale/storage of any narcotic/controlled substance/chemical or herbal contraband in or about the Premises; (c) Failure to permit Owner's entry to the Premises following receipt of adequate notice; (d) Failure to cooperate with Owner or any pest controller/fumigator/exterminator following receipt of notice of such services; (e) Default by you causing Owner to serve **more than two** notices to pay or quit, in any twelve (12) month period; (f) A misrepresentation on your Rental application; (g) Delivery of any security door/gate key to anyone not party to this Lease; or (h) Failure to comply with any demand by Owner concerning your parking privilege.
30. **Entire Agreement:** The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreement to the contrary. You represent that you rely solely upon your own judgment, experience and expertise in entering into this Lease.
31. **Cancellation Policy:** There will be no cancellation once the lease is signed. You shall, at all times, remain liable for the full Term of this Lease.
32. **Renewal:** You agree to notify owner of your intent to renew the lease per your leasing letter. If a new lease is not signed by owner's deadline, the apartment will be leased to another renter.
33. **Privacy Policy:** Owner reserves the right to exchange information; including names, phone numbers and addresses, between guarantors for this lease, at the discretion of Owner and its staff.
34. **Study Abroad:** If you enroll in an academic overseas study/exchange program sponsored by USC ("Study Abroad Program"), you will have the following options available to You, subject to Landlord's approval, which may be withheld in its sole and absolute discretion: a) You may sublease pursuant to paragraph 10 of this Lease or; b) You may terminate this Lease subject to a Termination Agreement to be signed by You and Landlord. Said Termination Agreement will include a \$500 termination fee, forfeiture of your security deposit and shall be effective upon the start of your Study Abroad Program and Landlord shall have the right to re-lease your space in the Premises, or; c) You may pay one-half monthly rent during the time period of your Study Abroad Program. During said time period you may not sublease and Landlord may not re-lease your space in the Premises.
35. **Receipt of Agreement:** By signing below, you represent that you have read and understand this agreement and hereby acknowledge receipt of a copy of this Lease.

**OWNER/AGENT**

**WH Management, Inc.**  
**Authorized Agent & Manager for Owner**

By: \_\_\_\_\_  
**Gavin Reid** **Date**

**RENTER/TENANT(S)**

By: \_\_\_\_\_  
: **Date**

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