Month-to-Month Residential Rental Agreement

Clause 1. Identification of Landlord and Tenant

This Agre[redacted]

the paym[redacted]

Clause 2. Identification of Premises

Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenant, for residential purposes only, the premises located at 329 BELMONT STREET, ONTARIO, CA. 91761 ("Premises").

Rental of the Premises also includes: ONE UNIT, WITH 2 BEDROOMS, ONE BATHROOM, LIVING ROOM, KITCHEN AND GARAGE.

Rental of the Premises excludes _____.

Clause 3. Limits on Use and Occupancy

The Premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children: 4 ADULTS AND ONE CHILD. Occupancy by guests for more than 1 (ONE) day is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The rental will begin on July 1st 2024, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30 days' written notice. Tenant may terminate the tenancy by giving the Landlord 30 days' written notice.

Clause 5. Payment of Rent.

Regular monthly rent

Tenant will pay to Landlord a monthly rent of $ ~~1,250.00~~ emn 1,250.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid as follows, or in the another manner as Landlord designates from time to time:

Delivery of payment.

Rent will be paid:

- ☐ by mail, to [redacted]
- ☑ in person, a[redacted]
- ☑ electronica[redacted]

Form of payment.

Landlord will accept payment in

- [x] cash
- [x] personal check made
- [ ] certified funds or money order payable to _____
- [ ] credit or debit card
- [ ] other electronic funds transfer _____

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Prorated first month's rent.

☐ On signing this Agreement, Tenant will pay to Landlord for the period of 07/01/24 through 07/31/2024 the sum of $1,250.00 as rent, payable in advance of the start of the tenancy.

☐ Upon move-in, Tenant will owe as rent the prorated rent specified above, plus one full month's rent in the amount designated above for a total of $1,250.00

Clause 6. Late Charges

Because Landlord and Tenant agree that actual damages for late rent payments are very difficult or impossible to determine, Landlord and Tenant agree to the following:

- Tenant will pay Landlord a late charge if Tenant fails to pay the rent in full within _____ days after the date it is due.
- The late charge will be $50.00, plus $50.00 for each individual day that the rent continues to be unpaid. The total late charge for any one month will not exceed $_____.

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord 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, Landlord will make a demand for payment and otherwise pursue remedies as allowed by law.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of $ #600.00 @ EMN as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within _____ after Tenant has vacated the Premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

Water and Trash

Clause 10. Prohibition of Assignment and Subletting

Tenants will not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Violating this clause is grounds for terminating the tenancy.

☑ a. Tenants will not sublet or rent any part of the Premises for short-term stays of any duration, including but not limited to vacation rentals.

☐ b. Short-stay rentals are prohibited except as authorized by law. Any short-stay rental is expressly conditioned upon the Tenant's following all regulations, laws, and other requirements as a condition to offering a short-stay rental. Failure to follow all laws, ordinances, regulations, and other requirements, including any registration requirement, will be deemed a material, noncurable breach of this Agreement and will furnish cause for termination.

Clause 11. Tenant's Maintenance Responsibilities

Tenant agrees to: (1) keep the Premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises, including Landlord's personal property therein, damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises, including nailing holes in the walls or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the Premises or install or alter any security alarm system. Tenant will provide Landlord 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 security alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the Premises. Tenant 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 cause or tolerate a nuisance; or (3) annoy, disturb inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Damage to the Premises

In the event the Premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:

a. Premises totally damaged and destroyed. Landlord will have the option to: (1) repair such damage and restore the Premises, with this Agreement continuing in full force and effect, except that Tenant's rent will be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement will expire and all of Tenant's rights pursuant to this Agreement will cease.

b. Premises partially damaged by fire or other cause. Landlord will attempt to repair such damage and restore the Premises within thirty (30) days after such damage. If only part of the Premises cannot be used, Tenant must pay rent only for the usable part, to be determined by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement will expire and all of Tenant's rights pursuant to this Agreement will terminate at the option of either party. Whether the Premises are totally or partially destroyed will be decided by Landlord, in the exercise of its sole discretion.

c. In the event that Tenant, or Tenant's guests or invitees, in any way caused or contributed to the damage of the Premises, Landlord will have the right to terminate this Agreement at any time, and Tenant will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

d. Landlord will not be required to repair or replace any property brought onto the Premises by Tenant.

Clause 15. Renter's Insurance

Tenant acknowledges that Landlord's property insurance policy will not cover damage to or loss of Tenant's personal property. Tenant will obtain a renters' insurance policy that will:

- reimburse Landlord for cost of fire or water damage caused by Tenant or Tenant's guests, and vandalism to the Premises
- indemnify Landlord against liability to third parties for any negligence on the part of Tenant, Tenant's guests, or invitees; and
- cover damage to Tenant's personal possessions to a minimum of $100,000.

Tenant will provide Landlord with proof of such policy by giving Landlord a certificate of insurance issued by the insurance company within fifteen (15) days of _____. The policy will name Landlord as an "additional insured." Tenant will provide Landlord with a certificate of insurance upon every renewal. Tenant will not allow such policy to expire during the rental term. Failure to obtain and maintain a renters' insurance policy will be treated as a material breach of this Agreement.

Clause 16. Pets

No animal may be kept on the Premises without Landlord's prior written consent, except animals needed by tenants who have a disability, as that term is understood by law, and _____ under the following conditions: No Pets _____.

Clause 17. Landlord's Right to Access

Landlord or Landlord'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. Landlord may also enter the Premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impractical to do so, Landlord will give Tenant Emergency. notice before entering.

Clause 18. Extended Absences by Tenant

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

Clause 19. Possession of the Premises

a. *Tenant's failure to take possession.*
If, after signing this Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

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

Clause 20. Tenant Rules and Regulations

☐ Tenant acknowledges receipt of, and has read a copy of, the Tenant Rules and Regulations, which are labeled _____ and attached to and incorporated into this Agreement by this reference. Tenant understands that serious or repeated violations of the rules may be grounds for termination.

Clause 21. Payment of Court Costs and Attorney's Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party
☑ will not / ☐ will recover reasonable attorney's fees and court costs.

Clause 22. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

☐ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and the pamphlet "*Protect Your Family From Lead in Your Home*"

☐ Other disclosures: House has been painted, NO Lead paint used.

Clause 23. Authority to Receive Legal Papers

The Landlord, any person managing the Premises, and anyone designated by the Landlord are authorized to

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[redacted]

Clause 24. Additional Provisions

Additional provisions are as follows:

Clause 25. Validity of Each Part

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

Clause 26. Grounds for Termination of Tenancy

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

Clause 27. 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 Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Date	Landlord or Landlord's Agent	Title
06-01-2024	Elsa Martinez-Aly/Mohamed Aly	OWNER

Street Address

City | State | Zip Code | Phone | Email

[redacted]