

# RENTAL AGREEMENT

(MONTH - TO - MONTH TENANCY)

THIS AGREEMENT, entered into this 15 day of NOVEMBER, 1904, by and between JOE JEFFRIES and CHARLES AND SUE DAY, hereinafter called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of lessee, said lessor does hereby demise and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as TWO ONE BEDROOM APARTMENTS located at 32 AND 34 16TH ST Street, HERMOSA BEACH, California, for a tenancy from month-to-month commencing on the 1ST day of DECEMBER, 1904, and at a monthly rental of \$1,350 FOR # 34  
\$1,450 FOR # 32 (\$ 2,800.00) Dollars per month, payable monthly in advance on the 1ST day of each and every month.

It is further mutually agreed between the parties as follows:

- (1) Said premises shall be occupied by no more than TWO adults and NO children.
- (2) Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
- (3) Lessee shall not violate any city ordinance or state law in or about said premises.
- (4) That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, be the property of Lessor and shall remain upon and be surrendered with the premises.
- (5) Lessee shall not sub-let the demised premises, or any part thereof, or assign this agreement without the lessor's written consent.
- (6) Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the lessor, and after lawful notice given, forthwith terminate this tenancy.
- (7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
- (8) Except as to any condition which makes the premises untenable, lessee hereby waives all right to make repairs at the expense of lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.
- (9) The LESSOR agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.
- (10) The LESSOR shall pay for all water supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services, except as herein provided, supplied to the said premises.
- (11) Nothing contained in this agreement shall be construed as waiving any of lessor's rights under the laws of the State of California.
- (12) This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than THIRTY (30) days prior notice in writing.
- (13) The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

(14) Remarks: LESSEE UNDERSTANDS AND AGREES THAT THERE WILL BE A LATE CHARGE OF \$100.00 AFTER THE 5TH OF THE MONTH. IF I JOE JEFFRIES DECIDE TO RISE RENTS IT WILL NOT BE BEFORE JAN 1, 2005

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Joe Jeffries 11-20-04  
Lessor

[Signature]  
Lessee