

## Student Housing Agreement

This student housing agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, **Pacific States Aviation (PSA)**, shall be referred to as "PSA" and Tenant(s)/Lessee, \_\_\_\_\_, shall be referred to as "STUDENT." As consideration for this agreement, PSA agrees to rent/lease to STUDENT and STUDENT agrees to rent/lease shared or single bedroom from PSA for the use solely for housing, the premises is located at **2925 Monument Blvd, Unit No. \_\_\_\_** in the city of **Concord, CA 94520**. Each unit consists of full operating kitchen (stove, oven, dishwasher & refrigerator), washer & dryer, living room, dining room, shower & restrooms which are shared among the housemates. Each unit consists of 3 to 4 bedrooms. There is a community swimming pool and workout gym in the complex.

1. **TERMS:** STUDENT agrees to pay

- **\$ 875 USD** per month for **shared bedroom** in **Unit No. \_\_\_\_**.
- **\$ 1,350 USD** per month for **single bedroom** in **Unit No. \_\_\_\_**.

This agreement shall commence on \_\_\_\_\_, **20\_\_** and continue until \_\_\_\_\_, **20\_\_**. Thereafter it shall become a month-to-month tenancy. If a STUDENT should move from the premises prior to the expiration of this time, he/she shall be liable for all rent due until such time that the Residence is occupied by an PSA approved paying STUDENT and/or expiration of said time whichever is shorter. On a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. **PAYMENTS:** Rent will be due on the **1<sup>st</sup>** of every month and should be paid anytime between the **1<sup>st</sup>** and **4<sup>th</sup>** of every month. Rent and/or other charges are to be paid at such place or method designated by the PSA. A security deposit of **\$500 USD** and **One Month Rent** will be required at the time of moving in. Security deposit will not be refunded if the STUDENT terminates this agreement or vacates the housing before the end of month ten from the date of commencement.
3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to STUDENT within **7** days after the premises have been completely vacated less any amount necessary to pay PSA; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to STUDENT within **7** days of move-out. If deposits do not cover such costs and damages, the STUDENT shall immediately pay said additional costs for damages to PSA.
4. **LATE CHARGE:** A late fee of **\$50 USD** shall be added if due for any payment of rent is made after the **4<sup>th</sup>** (**Fourth**) of the month. **If the rent is not paid until 10<sup>th</sup> of the month, then late fee of \$50 plus fee of \$25 for each day after 4<sup>th</sup> will be added.** Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of **\$50 USD**.
5. **UTILITIES:** Utilities (only water, electricity, and garbage) are included in the rent. Excess usage or wastage of water and electricity may be charged separately.
6. **OCCUPANTS & PETS:** No guests can stay in the unit. STUDENT agrees not to transfer, assign, or sublet the premises or any part thereof. No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time.
7. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of PSA.
8. **PARKING:** When and if STUDENT is assigned a parking area/space on the property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles. STUDENT is responsible for oil leaks and other vehicle discharges for which STUDENT shall be charged for cleaning if deemed necessary by PSA.
9. **NOISE:** STUDENT agrees not to cause or allow any noise or activity on the premises, which might disturb the peace and quiet of another STUDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

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10. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that STUDENT'S use is seriously impaired, PSA may terminate this Agreement immediately upon three day written notice.
11. **CONDITION OF THE PREMISES:** STUDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by STUDENT, his/her guests and/or invitees, except as provided by law. At the termination of this Agreement, all items in this provision shall be returned to PSA 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 PSA. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
12. **ALTERATIONS:** STUDENT shall not paint, wallpaper, alter or redecorate, change, or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the PSA except as may be provided by law.
13. **PROPERTY MAINTENANCE:** STUDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. STUDENT shall be responsible for disposing of items of such size and nature as is not normally acceptable by the garbage hauler. STUDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. STUDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
14. **HOUSE RULES:** STUDENT shall comply with all house rules as stated on separate addendum and posted in each unit, but which are deemed part of this agreement, and a violation of any of the house rules is considered a breach of this agreement.
15. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by PSA after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to STUDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
16. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all STUDENT'S belongings, and keys and other property furnished for STUDENT'S use are returned to PSA. Should the STUDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, STUDENT shall be liable for additional rent and damages, which may include damages due to PSA'S loss of prospective new renters.
17. **INSURANCE:** STUDENT acknowledges that PSA'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 PSA be held liable for such losses.
18. **RIGHT OF ENTRY AND INSPECTION:** STUDENT is hereby advised to obtain his own insurance policy to cover any personal losses. PSA may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. PSA is permitted to make all alterations, repairs, and maintenance that in PSA's judgment is necessary to perform.
19. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the PSA'S or STUDENT'S rights under the law. If any part of this Agreement shall conflict with the law, that part shall be void to the extent that it is in conflict but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

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20. **NO WAIVER:** PSA'S acceptance of rent with knowledge of any default by STUDENT or waiver by PSA of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by PSA of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
21. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
22. **JOINTLY AND SEVERALLY:** The undersigned STUDENT/S are jointly and severally responsible and liable for all obligations under this agreement.
23. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency and may create a negative credit record on your credit report.
24. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check) ☐ <sup>[L]</sup><sub>[SEP]</sub> Lead Based Paint Disclosure Form ☐ <sup>[L]</sup><sub>[SEP]</sub> EPA Pamphlet
25. **NOTICES:** All notices to STUDENT shall be served at STUDENT'S premises and all notices to PSA shall be served at **51 John Glenn Dr., Concord, CA 94520.**
26. **KEYS:** STUDENT acknowledges receipt of the following, which shall be deemed part of this Agreement: **One (1) key for the main door of the unit & One (1) gate opener.** STUDENT will return the key and the gate opener when the lease is terminated.
27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between PSA and STUDENT. No oral agreements have been entered, and all modifications or notices shall be in writing to be valid.
28. **RECEIPT OF AGREEMENT:** The undersigned STUDENT has read and understand this Agreement and hereby acknowledge receipt of a copy of this Agreement.

**TENANT'S Signature** \_\_\_\_\_

Date \_\_\_\_\_ <sup>[L]</sup><sub>[SEP]</sub>

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Passport Number or Driver's License or ID: \_\_\_\_\_

**PSA Officer's Signature** \_\_\_\_\_

Date \_\_\_\_\_

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### ADDENDUM – 1

# HOUSE RULES AND POLICIES

1. Safety of each house guest and the unit should be the priority, when leaving the unit please make sure to lock doors behind you. Front and back (patio door) both should always remain locked.
2. Wood/Coal or propane cooking grills should not be used in the house. Only propane cooking grill is allowed in the back patio.
3. **SMOKING IS NOT allowed in the unit. A penalty of \$1,500 and/or termination of the contract may be forced if any of the guest is found smoking in the unit.**
4. Unit should be cleaned on weekly basis, which includes living room, dining room, kitchen, all bathrooms, all bedrooms, front and back yard (patio). Each guest is responsible for their own bedrooms. Every guest should take turns to clean the house every week.
5. Every week garbage containers should be kept outside for pickup.
6. Kitchen garbage should be disposed in proper garbage receptacle.
7. Boxes should NOT be stored in the unit or in the patio area, but they should be disposed.
8. Every guest should clean after themselves after cooking.
9. Each guest should clean their own utensils and plates after the use.
10. Use of dishwasher is up to guests' discretion.
11. Please be mindful of using the electricity and water. Additional utilities charges may apply if the bill for the unit exceeds normal use.
12. All guest cars should be registered at the Palm Terrace front office and only park your car at the assigned parking spot (if assigned).
13. Please report any additional guest visiting you to Rashid Yahya as soon as possible.
14. Report any issues with the unit to the Palm Terrace front office and advise Rashid Yahya as soon as possible.

**Pacific States Aviation**