

STUDENT HOUSING RENTAL AGREEMENT

QUICK GLANCE

Premises: _____, Los Angeles, CA 90007
Which includes common areas in the "Student Housing Project" (which is also known as "SHP").

Parties to Student Housing Rental Agreement:

- Tenant[s]: _____,
(Hereinafter known collectively as "Tenant").

- Landlord: _____, hereinafter known as "Landlord".

- (Property Manager of "Student Housing Project" (SHP)):

Rent per Month: \$ _____

Rent Due Date: _____ Day of each Month

Rent Start Date: _____

Returned Check Fee: \$ 35.00

Late Rent Charge: 7% of monthly rent received after the 3^d day of the due date

Security Deposit: \$ _____

Internet Service Charge: \$ _____ per month-See paragraph 13.1

Video Service Charge: \$ _____ per month-See paragraph 13.1

Parking Space(s): _____ Parking Space Number(s): _____

License Plate Numbers: _____.

Rental Term: Starting: _____ Ending: _____ at 5:00 pm.

Landlord Owned Property:

_____ Condition: _____

_____ Condition: _____

_____ Condition: _____

Pet (Y/N): _____

Utilities Included: _____

STUHO Inc.

2905 South Vermont Ave., #201, Los Angeles, CA 90007

Phone 323.731.0460 Fax 323.731.0701

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This agreement is entered in the _____ day of _____ by and between:

_____, Landlord

Landlord rents to the Tenant[s]

_____, Tenant[s]

Tenant[s] rents from the Landlord the Premises as described above under the Terms and Conditions that follow:

Only the named person[s] above shall occupy the Premises or any part of the Student Housing Project listed above and no other, without Landlords prior written consent. Tenants shall indicate next to their signature on the signature page their individual Premises number/letter of their personal choice in the Student Building Project.

1. **Term:** Commencing on: _____ and ending on: _____ at 5:00 pm. If tenant[s] move in prior to the commencement date, all terms and conditions of this agreement shall be in full force. Landlord shall use its best efforts to put Tenant in possession of the Premises on the beginning of the Rental Agreement term. If Landlord is unable to timely provide the Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. No Failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. The tenants will be held jointly and severally liable for the above unit.

1.1. Renewal of Student Rental Agreement. See paragraph number 32.

2. **Rent:** Tenant agrees to pay Landlord in advance on the 1st day of each month at \$ _____ per month beginning on _____. All monetary obligations of Tenant to Owner under the terms of this Rental/Lease Agreement, including but not limited to late fees, shall be deemed to be rent. Each Tenant, if more than one (1) Tenant agrees that they are jointly and severally liable for the full payment of rent and fees when due.

3. **Payment:** Tenant payment of rent and charges shall be paid at the office listed below. Make payment to: _____, and send to: _____.

Acceptable forms of payment are personal checks, cashier's check or money orders. All sums received by Owner from Tenant shall first be applied to past due rent and fees, then to current amounts due. Rent checks tendered from individuals or entities not named in this Agreement, including Co-Signers and Guarantors (if any) to this Agreement will be considered third-party checks and will not be accepted without Landlords prior written approval. Landlord's acceptance of a rent payment for the Premises from a third-party shall not constitute a Landlord & Tenant relationship, or any other legal relationship between Landlord and any third party. Nothing herein shall be deemed to require Landlord to accept a third-party check at any time without prior written approval.

3.1 Written Notations on Payment: Written notations by Tenant or third party on any payment due Landlord in accordance with this Agreement shall be null and void, and shall not be considered by Landlord as a satisfaction, accord, limitation or condition in accepting payment.

4. **Late Rent Charge:** If Landlord does not receive Tenant's complete rent payment POSTMARKED or paid in person PRIOR TO THE FOURTH (4th) of each month, Tenant

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agrees to pay a Late Rent Charge of 7% of the monthly rent. All parties to this Agreement acknowledge that damages resulting from the late payment of rent would be impracticable or extremely difficult to fix and that this amount is fair.

5. **Returned Checks:** If Tenant's rent check is returned by Tenant's bank for any reason, Tenant shall pay Landlord \$35.00 for the costs incurred thereon. Tenant will automatically incur the late charge provided above if Tenant's check is returned after the third day the rent is due. If two (2) of the Tenant's checks are returned by Tenant's bank, Landlord reserves the right to require Tenant to make future rent payments by cashier's check or money order only. Landlord will apply payment first to any unpaid balances and then unpaid rent. By accepting less than the full amount of rent due, Landlord does not waive any other remedy provided by law, regardless of any endorsement or statement Tenant makes in connection with the payment.

6. **Security Deposit:** Tenant shall deposit with Landlord, as a security deposit, the sum of \$_____. The Security Deposit shall not be deemed rent, or any portion thereof, for any rental month. At Tenants option, Tenant shall notify Landlord at least 2 weeks prior to the ending date of the Agreement, that Tenant request a pre-walk-through for the purpose of the Landlord to notify the Tenant of any obvious deductions for cleaning and repairs. The Tenant shall then have the right to use a licensed and bonded person to put the unit back in the same condition as it was prior to Tenant occupying the Premises, less normal wear and tear. Landlord shall make a final inspection of the Premises after the Tenant have vacated the Premises of all persons and personal property. The Security Deposit will be accounted for, to Tenant within 21 days after Tenant completely vacates the premises of all persons and personal items. The amount necessary to compensate Landlord for cleaning (The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy), damage to the premises, or unpaid rent and fees will be deducted from the Security Deposit. Tenant agrees to pay to Landlord within 10-days of notification of any deficiency, as outlined above, not covered by the Security Deposit.

6.1 Early Termination: In the event that Tenant vacates SHP prior to the end of the term of this Agreement, Landlord shall notice the remaining Tenants of the time Landlord will examine the SHP common areas for necessary repairs above normal wear and tear, giving the Tenants two (2) weeks to complete any required repairs in a workman like manner. Landlord shall make a final inspection of the common areas and complete any repairs to return the Premises to the same level of repair and cleanliness it was prior to occupancy by Tenants. Tenant vacating early shall have his/her portion of the expense deducted, along with any other deductions from his/her security deposit. The remaining Tenants agree to pay Landlord within 15 days of receiving a statement indicating the work preformed in the common areas and the percentage of amount due.

7. **Common area charge:** In the event that Tenants share a Common Area, Landlord may deduct from each Tenant in the Student Housing Project _____% (each Tenant in the SHP is responsible for an equal amount of the charge) of the cost to put the common area back in the same condition as it was at the inception of the tenancy, less normal wear and tear.

8. **Common Area Definition:** Common areas include but not limited to laundry rooms, kitchens, bathrooms, hallways, and all other jointly used spaces for the common use of tenants, tenants guests and invitees on the Student Housing property. All Tenants of the SHP are jointly and severally responsible for the condition and upkeep of the common areas.

9. **Condition of Premises/Alterations/Damage/Repairs:** Unless otherwise stated immediately below, it is the representation of both the Tenant and Landlord that they have inspected the Premises prior to Tenant taking possession, and agree that the Premises is thoroughly clean,

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smells that would indicate mildew or mold at this time. Tenant acknowledges that Landlord and property Owner are not responsible for mildew or mold caused by humid weather, lack of keeping closets, bathrooms, kitchens, etc. well ventilated, or by poor housekeeping by Tenant.

It is agreed by Tenant that the obligation to care for the Premises and to prevent mildew and or mold is the Tenants. Specifically, Tenant agrees to keep the Premises free of dirt and debris that can harbor mildew and mold; to use bathroom exhaust fans when showering or bathing; to use kitchen exhaust fans when cooking, baking and dishwashing; to notify Landlord immediately in writing of all water drips and leaks immediately upon detection; and to keep the interior of the Premises protected from external damp or wet conditions; to keep walls, floors and windowsill areas wiped dry.

In addition, Tenant agrees to promptly inform Landlord of any incidents of mildew or mold growth, or of water intrusion such as floods; plumbing leaks, drips, or sweating pipes; rain or other weather leaks; laundry or sewer leaks, or backups; roof leaks, or leaks from appliances such as air conditioners, heaters, or dishwashers. Tenant shall thereafter cooperate with Landlord in assuring that proper measures have been taken, or are taken to properly remedy growth of mildew, mold, or the water or moisture intrusion, including, but not limited to appropriate access to the Premises by Landlord and tradespersons.

Breaches by Tenant of the provisions contained herein are deemed as waste and subject to immediate eviction upon three days notice or such other minimum notice as provided by law.

Landlord nor Owner of SHP shall not be liable for any active or passive negligence of itself, its agents, employees, assigns, or representatives in regards to the presence of mildew or mold, it specifically being understood that this waiver of the active and passive negligence on the part of the Landlord is a specifically bargained for provision between Landlord and Tenant

Tenant agrees to indemnify and hold, Owner of SHP, Landlord and Landlord's agents, employees, assigns, and representatives harmless for any damage, injury, or loss resulting from any act (or failure to act) of Tenant in breaching the provision hereof or from any act (or failure to act) of Landlord, or Landlord's agents, employees, assigns, and representatives in enforcing the provisions hereof. The entirety of the costs to remedy mildew and mold contamination due to Tenant's breach hereof may be taken from the security deposit without allowance or setoff for normal wear and tear. Mildew and Mold are not normal wear and tear.

13. Utility Charges: Tenant shall pay for all utilities, services and charges, except for: _____ . Tenant, prior to receiving keys and moving in agrees to have all the utilities, services and charges put in their name (except as provided above), and to provide proof they have done so if requested by Landlord. Tenant understands and agrees that if they are in a shared unit/apartment/house they must split the utility charges with the other tenants in the unit and reimburse the tenant who has the utility bill in their name immediately.

13.1 Internet and/or Video Service: If Landlord provides Internet and/or Cable/Video Service to Tenant at no additional charge, Tenant agrees that such service is provided as a courtesy and agrees that all service related matters are to be directed to the Internet and/or Cable/Video Service Internet Service provider (currently Time Warner and/or Direct TV). Tenant agrees to the terms and conditions of the Internet and Video Use Policy attached here to as, '**Internet and Video Use Policy A**'. Internet and/or Cable/Video Service is provided as a courtesy and shall not be considered as part of monthly rent.

14. Parking: Tenant shall only park in a parking space assigned by Landlord on SHP property. Tenant shall not, nor allow invitees to wash or conduct any repairs, in any space or place on SHP

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property. Violation of this provision is grounds for eviction. Tenant agrees to pay a fee of \$20.00 to Landlord for each such parking violation within 10 days of being notified in writing by Landlord. Landlord's election to not institute eviction proceedings upon any such occurrence shall not limit his ability to do so upon any such other occurrence in the future. Tenant shall not assign nor sublet any such parking space. Landlord may have unapproved vehicles towed away at Tenants expense. Tenant shall not park any vehicle that is not in good running condition or not currently licensed in their assigned or any place on the property of the SHP property. Tenants shall not place or store any personal property (belonging to Tenant or to others) other than their vehicle in Tenant assigned parking area. Tenant shall provide Landlord with the license number for the vehicle, if a parking space has been assigned, that they plan on parking in the assigned space only.

14.1 Landlord Notice of Non Responsibility: SHP Landlord, owner or its agents assumes no responsibility for the care or protection of any vehicle or its content while it is on SHP property. Valuables should not be left in parked vehicles at any time. Vehicles should be locked when not in use. Thefts or damages that occur should be immediately reported to the Los Angeles Police Department and USC Police Department.

15. Subleasing/Assignment: No portion of said Premises shall be sublet nor this agreement assigned without Landlords prior written approval.

15.1 Subleasing/Assignment/Change in Agreement Terms Fees: Tenant's request for STUHO Inc. to assist in Subleasing/Assignment of Tenant's unit, Tenant agrees to pay STUHO.Inc. in advance, a marketing fee of \$150.00 to cover the expense in advertising and showing of the unit. No part of this fee shall be returned in the event Landlord is not able to sublet or assign Tenants unit.

15.2 Change Terms and or Conditions Fee: Any change in Terms and Conditions in the Agreement shall incur a fee of \$150.00 payable by Tenant in advance.

16. Early Termination by Tenant: If for any reason Tenant vacates the Premises prior to the term as agreed in the Lease Agreement or any Extension Period, Tenant shall pay 100% of the costs to re-lease the Premises until such time that the Premises is re-rented. Tenant shall be responsible to pay for lost rents for the remainder of the Agreement Term as they become due if Landlord is not able to rent to a new resident. If Landlord is not able to rent to a new resident at the same Agreement Rent, Tenant will be responsible to pay the difference for the remainder of the Agreement Term.

17. Multiple Tenants/Notices: Each Tenant is jointly and severally liable for all Rental Agreement obligations, including without limitation the payment of rent and fees. If Tenant or any invitee or occupant violates the Rental Agreement or rules of the SHP, all Tenants are considered to have violated the Rental Agreement. Requests and notices to any Tenant constitute notices to all Tenants and Occupants. Notices and requests from any one Tenant shall constitute notice from all Tenants.

18. Premises Rules/Regulations: Tenant agrees that he/she and those occupying said Premises with him/her (including invites), shall abide by all reasonable rules and regulations that Landlord may post from time to time for the protection, good order, safety and cleanliness of the Premises and SHP.

19. Pets: No pets, birds, fish, nor any animal are allowed (even temporarily) anywhere in Tenants apartment unit or on the Property, except as medically necessary for Tenant assistance, without prior written consent from Landlord. Landlord, with **PRIOR LANDLORD WRITTEN APPROVAL TO TENANT**, will allow Tenant one **spayed or neutered** currently licensed animal (Tenant shall

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provide Landlord proof that animal has been spayed, neutered and currently licensed) in Tenant premises and not in common areas of the SHP, PROVIDED THE ANIMAL IS NOT one (1) of the following breeds or any part thereof of the following breeds: **CHIHUAHUAS, CHOW CHOW, COCKER SPANIEL, DACHSHUND, GIANT SCHNAUZER, JACK RUSSELL TERRIER, LLASA APSO, MINIATURE PINSCHER, OLD ENGLISH SHEEPDOG, PEKINGESE, ROTTWEILER, STAFFORDSHIRE BULL TERRIER, PAPPILLON, TOY POODLE, OR ANY BREED OF BULL TERRIER.** If a permissible pet becomes a nuisance by, without limitation to: biting, barking or otherwise interfering with other Tenants peaceful enjoyment of the SHP, Tenant shall within 24 hours after receiving written notice from Landlord remove the animal from the premises and building project, otherwise Tenant will be in default and incurable breach of this Agreement. If a Tenant's or Tenant's invitees pet (animal) has been in or about the Premises and or the Common area of the SHP during Tenants term of occupancy with or without Landlords consent, Tenant shall pay Landlord the cost for defleaing, deodorizing and/or shampooing the Premises to protect Tenants and invitees from possible health hazards in addition to the damages caused by animal(s). Tenant shall not request for approval any animal that will weigh more than 15 pounds as an adult animal. If any approved animal reaches 16 pounds or more, Tenant shall remove the said Animal from the Premises and SHP within 24 hours of written notification from Landlord, otherwise Tenant will be in default and incurable breach of this Agreement. Breed of Pet allowed by this Agreement: _____ Age _____ Name of Pet: _____ Weight: _____ Sex: _____. An additional Security Deposit of \$ _____, will become part of the Security Deposit in paragraph number 5 of this Agreement. Tenant agrees to furnish Landlord a picture of the pet, as allowed in this Agreement, prior to allowing the animal on or in any part of the SHP. Tenant further agrees: (1) to clean up after their pet and to dispose of pet's waste properly and immediately; (2) to leave food or water for their pet inside their premises only and not in any common areas, including anywhere in or upon the SHP grounds; (3) that Tenant will not tether (secure with any object to the animal) to any place or thing in or on the SHP grounds.

20. Inspection/Entry/Locks/Security Bars: Tenant agrees to allow Landlord entrance and inspection of the premises during business hours and upon no less than 24 hours notice, without Tenant's presence, for any lawful purpose. Business hours are 8:00 am to 5:00 pm Monday thru Saturday. Landlord may enter the premises without advance notice in cases of emergency. Tennant agrees not to add nor change any locks on the premises without Landlords prior written approval, nor otherwise restrict entrances. Landlord may enter, inspect and repair the Premises at any time in case of emergency or suspected abandonment. In other cases, Landlord shall give 24 hours advance notice and may enter during normal business hours for smoke alarm inspection, for normal inspection and repairs or any other legitimate purpose. Tenant shall not install Security Bars to any windows or openings in Tenant Premises or anywhere in or about the SHP without Landlords prior written approval. Tenant shall only install Security Bars as described above using a licensed trade-person and written approval as required from the City of Los Angeles.

20.1 Tenant/SHP Security: Landlord does not provide security for SHP or Tenants, nor should any action by Landlord be considered as providing security for Tenant or SHP.

20.2 SHP Non-Responsibility: SHP Landlord, Owner or its Agents assumes no responsibility for the care or protection of any of Tenant, Tenant's Invitees' personal property while it is on any part of SHP property. Thefts or damages that occur should be immediately reported to the Los Angeles Police Department and USC Police Department.

21. Damages: All persons signing this Agreement, as Tenants are jointly and severally liable for all rent under this Rental Agreement and for all damages to the Premises and Common Areas used or permitted by Tenants and their guests and invites.

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22. Significant Maintenance: If significant maintenance and or repairs which could include but not limited to, fumigation, pest control, repainting the premises requires Tenant to remain out of the premises, Tenant agrees to vacate the Premises for the necessary time to accomplish that significant maintenance and repairs and shall comply with all written instructions from the fumigator/pest controller or person in charge of the task, regarding preparation of the premises for the work to be done on or at the Premises. Landlord will credit from the next month's rent due an amount equal to the daily rental rate of the Premises multiplied by the number of days Tenant did not have use of the Premises.

23. Laws: Tenant shall not violate any law in the use of the Premises, commit any waste or nuisance, annoy, molest, or interfere with any other Tenant or neighbor. Tenant shall comply with all statutes, ordinances and requirements of municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises and in or about the SHP.

23.1 Prohibited Items: Tenant agrees not to possess anywhere on SHP property: fireworks, firearms, explosives, flammable materials, hazardous materials, open flame cooking units, barbecues, or charcoal briquettes.

24. Quiet Enjoyment: Tenant shall not commit or allow to be committed any waste upon the Premises or upon the common areas or any nuisance or other act including amplification of sounds, which may disturb the quiet enjoyment of any other Tenants on the property.

25. Guests/Overnight: Tenant acknowledges that Tenant is allowed 1 overnight guest to stay on the Premises no more than 5 nights only during any 6-month period.

26. Entry to SHP and Installed Bars on Windows: Tenant acknowledges that gated or keyed points of entry to the SHP (if any) and Security Bars (if any) are a courtesy to Tenant and are not to be construed as "Security Gates" or "Security Bars" and are subject to vandalism, failure and/or malfunction (as well as repair delays), for which Landlord nor Owner of SHP shall not be held responsible nor liable. Landlord nor Owner of SHP is not liable for any damage or loss from any cause whatsoever, including but not limited to criminal acts of others, to the personal property of any kind kept by Tenant or Tenant's invitees about the Premises during the term of this Agreement or any extension thereof. Tenant agrees to hold Landlord and Owner of SHP harmless from any and all liability, loss, cost or obligation on account of damage to or loss of Tenant's or Tenant's invitee's personal property, regardless of the cause.

27. Cancellation Policy: There will be no cancellation once the Rental Agreement is signed.

28. Tenant Insurance/Personal/Property: Tenant agrees and acknowledges that any property or liability insurance coverage purchased by the Landlord or SHP Owner is not intended to and will not protect against any loss or damage (i.e., burglary, vandalism, fire, smoke, water, mildew, mold, act of God, or any other perils) to my personal property or belongings or protect against any loss or damage resulting from my or my invitees actions or omissions. I also understand that, by not having renter or personal liability insurance of my own, I could be liable to third parties and to the property Landlord for certain losses and understand that I should not expect the property Landlord or Owner of SHP to be responsible for such losses. Tenant agrees and acknowledges that Landlord or Owner of SHP does not maintain insurance coverage for "Personal Property" of Tenant in or about the Premises or anywhere on the SHP. "Personal Property" includes, but is not limited to vehicles and all contents inside, furniture and furnishings, appliances, electronic equipment, stereo and computer equipment, clothing, jewelry, books, and all other property and things owned or belonging to Tenant, their family, invites and all others. Insuring personal

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property is the responsibility of Tenant (not the Landlord or SHP Owner). Landlord recommends that Tenant purchase insurance to protect their personal property.

29. Renters Insurance Coverage:

I _____ HAVE RENTERS INSURANCE COVERAGE. I have and will maintain through the term of my Rental Agreement the following coverage:

Insurance Company: _____ Policy Number: _____
Property Limit: _____ Liability Limit: _____

I _____ DO NOT HAVE RENTERS INSURANCE COVERAGE. Although I, the Tenant recognize my need for renter's insurance, I will not at this time, be obtaining such insurance coverage and understand that I will be personally responsible for any property or liability damage to the property of the Landlord's, Landlord's, or third party's property as a result of my or guest's/invites actions.

30. Surrender of Premises: Tenant agrees on the last day of the term of this Agreement by 5:00 pm; to vacate and surrender to Landlord the Premises in broom clean condition, fixtures and all property belonging to Landlord in the same condition as when received, less reasonable wear and tear.

30.1 Abandoned Personal Items: Tenant agrees that any and all personal property of Tenant remaining on SHP property after term of this Agreement ends or any earlier termination shall be considered abandoned by Tenant and hereby authorizes Landlord to dispose of such Tenant Abandoned Property without further notice.

31. Early Showing during Occupancy: Landlord reserves the right to show Tenant units in the SHP to incoming Student Tenants normally during the hours, 8:00 am to 6:00 pm Monday through Saturday, with proper advance notice to Tenant.

32. Tenant Holdover: Tenant agrees not to extend their occupancy in the SHP without prior written approval from Landlord. Tenant understands and agrees that any un-authorized holdover will delay the Landlord in preparing the unit for in-coming Student Tenants causing extreme hardship causing monetary loss to Landlord. Tenant agrees to pay, in advance \$175.00 per day, as damage to Landlord for any un-authorized hold-over. The terms and conditions of this Agreement will shall remain in full force except the daily rental value during any un-authorized holdover by Tenant.

32. SMOKE DETECTORS: The Premises are equipped with a smoke detection device(s), and:

32.1 The Tenant acknowledges the smoke detector(s) was/were tested an its/their operation explained by the Landlord in the presence of the Tenant at the time of initial occupancy and the detectors in the unit was/were working properly at the time.

32.2 Each Tenant shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.

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- 34.3 Initial ONLY IF BATTERY OPERATED: _____. By initially as provided, each Tenant understands that said smoke detector(s) and alarms(s) is/are battery operated unit(s) and it is Tenant's responsibility to:
- Ensure that the battery is in operating condition at all times;
 - Replace the battery as needed (unless otherwise provided by law);
 - If, after replacing the battery, the smoke detector(s) do not work, inform the Landlord or authorized agent immediately in writing.
- 35.4 Tenant must inform the Landlord or authorized agent immediately in writing of any any defect, malfunction or failure of any detector(s).
- 35.5 If local law requires the Landlord to test the smoke detector(s), the Resident shall allow the Landlord or his agent access to the premises for that purpose.

31. Attorney Fees: If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees not to exceed \$500.00.

32. Renewal of Student Housing Rental Agreement: Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Agreement for one (1) additional term upon the same terms and conditions herein contained, except for fixed minimum monthly rental. Renewals request may be asked in writing, of the tenant up to 8 months prior to the move out date.

33. LEAD WARNING STATEMENT, IF PREMISES WERE BUILT BEFORE 1978 LANDLORD'S DISCLOSURE:_____ Landlord **has no knowledge** of lead-based paint and/or lead-based hazards in the premises. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the premises._____ Landlord **has knowledge** of lead-based paint and/or lead based paint hazards that are present in the premises and has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the premises. The following documents have been provided: Landlord and Tenant(s) have carefully read and reviewed this Rental Agreement and by the execution of this Rental Agreement show their informed and voluntary consent thereto.

34. Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, SHP Owner, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss and/or damages, costs, claims, liens, expenses, arising out of or concerning Tenant's use of the premises, or from any other activity, act of God, work or things permitted or suffered by Tenant or invitees in or about the Premises. Tenant hereby assumes all risk of damage to personal property of Tenant and their guests and invitees as well as injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord, and SHP Owner.

35. Default by Tenant: In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant its guests and invitees, Tenant shall have ten (10) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph or Tenant or Tenant invitee caused a incurable breach of this Agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

- 36. Default by Landlord:** Landlord shall not be in default of this Agreement unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than 30 days written notice by Tenant to Landlord specifying the repairs Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for repairs, then Landlord shall not be in default if Landlord commences performance within such 30 day period and diligently prosecutes same to completion; however if Landlord receives oral or written notice of a problem and Landlord determines such problem is an emergency, Landlord shall act as soon as reasonable possible following notice by Tenant.
- 37. Delays by Either Party to Agreement:** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement, failure of power, regulations, weather, or a similar nature not the fault of the party delayed in performing repairs or acts under the Terms and conditions of this Agreement, then performance of such act shall be excused for the period of the delay, and the clock shall be stopped for that period of delay. The provisions of this section shall not excuse Tenant from prompt payment of rent or other amounts due Landlord under this Agreement.
- 38. Registered Sex Offenders Notice:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community or residence and ZIP Code in which he or she resides.
- 39. Waiver:** Failure of either party to this Agreement to exercise any power or right shall not constitute a waiver of that right.
- 40. Entire Agreement:** This Rental Agreement and the attachments hereto constitute the entire agreement between the parties. There are no oral or written representations or agreements made by Tenant or Landlord which supersede or modify this Agreement. In the event any provision of this Agreement shall be deemed illegal or unenforceable, it shall not void this contract, or any provision thereof. The balance of the terms and conditions herein shall remain in full force and effect.
- 41. Receipt of Agreement:** By signing below, it is understood that the Tenant has read and understands this Agreement and hereby acknowledges receipt of a copy of this Agreement.
- 42. Electronic Signature Disclosure:** Tenant further acknowledges and agrees that Tenant's electronic signature is to have the same binding and legal effect as a physical "pen and paper" signature.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
City State

STUHO Inc.
2905 South Vermont Ave., #201, Los Angeles, CA 90007
Phone 323.731.0460 Fax 323.731.0701

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LANDLORD:

DATED: _____ 20 _____
Landlord/Agent _____ Print Name _____

TENANTS:

DATED: _____ 20 _____
Tenant _____ Print Name _____
Premises number/letter: _____

Phone Numbers: _____ Email: _____

DATED: _____ 20 _____
Tenant _____ Print Name _____
Premises number/letter: _____

Phone Numbers: _____ Email: _____

DATED: _____ 20 _____
Tenant _____ Print Name _____
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DATED: _____ 20 _____

Tenant _____ Print Name _____

Premises number/letter: _____

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Internet and Video Use Policy A

The internet provider of access for Stuhu Inc. and other Internet-related services, enables residents at Stuhu Inc. and others using the Stuhu Inc. account to receive and send a great amount of public, private, commercial, and non-commercial information and to interact with a large number of people. Stuhu Inc. internet provider encourages this free flow of information and the benefits it provides, and so we do not actively monitor use of the Service under normal circumstances except for measuring the Network performance. This Acceptable Use Policy (AUP) supplements your lease agreement with Stuhu Inc. explains certain terms of the Service Agreement and is intended as a guide to rights and obligations when using our internet providers services.

The goals of the Acceptable Use Policy include the following:

- To ensure reliable service to all of our subscribers.
- To ensure the security and privacy of our Network and the networks and computers of others.
- To comply with existing federal, state and local laws, ordinances and regulations.
- ***To maintain our reputation as a responsible service provider.***
- To encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.
- To preserve the value of Internet resources as a conduit for free expression and exchange of information.
- To preserve the privacy and security of individual subscribers.

When obtaining information through the Internet, subscribers must keep in mind that Stuhu Inc.'s internet provider cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, subscribers must exercise their best judgment about relying on information obtained from the Internet, and should also be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Furthermore, Stuhu Inc.'s internet provider cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When placing information on the Internet, subscribers have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information subscribers create is carried over the internet and may reach a large number of people, including other Stuhu Inc. internet provider subscribers and non-subscribers, postings to the Internet may harm our internet providers goodwill, business reputation, and operations. For these reasons, subscribers will be held in violation of the Acceptable Use Policy if subscribers engage in any of the prohibited activities listed below.

Although we do not expect any of our subscribers to engage in a prohibited activities, each subscriber is contractually obligated to abide by this Acceptable Use Policy when using the Service and to ensure that

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others whom they permit to access the Service through the Stuhco Inc. account likewise comply. If subscribers account is used to violate the Acceptable Use Policy, we reserve the right to terminate subscribers account with or without notice. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action, however flagrant violations of the Acceptable Use Policy will result in termination. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

Stuhco Inc.'s internet provider retains the right to revise, amend, or modify the Acceptable Use Policy and other policies and agreements at any time, and any such modification shall be automatically effective for all customers when adopted by Stuhco Inc.'s internet provider.

1. Lawful Use

Subscribers must use the Service in strict accordance with all federal, state and local laws, ordinances and regulations. Subscribers may not use the Service to assist any other person or entity to violate any federal, state or local laws, ordinances or regulations. For example, prohibited activities may include but are not limited to: transmittal of unlawful content, intentionally spreading computer viruses, gaining or attempting to gain unauthorized access to any Network, including Stuhco Inc.'s internet provider Network infrastructure, conducting or participating in illegal gambling, and soliciting for "pyramids" or other illegal schemes.

Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements; material which violates the privacy rights or property rights of others (copyrights, trademarks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities); and exporting encryption software over the Internet or otherwise to points outside the United States.

Stuhco Inc. internet provider is required by the Digital Millennium Copyright Act (DMCA) and other laws to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Stuhco Inc.'s internet provider policy to terminate the accounts of customers who commit repeat violations of copyright laws. When necessary to properly operate the Service, to protect Stuhco Inc.'s internet provider rights or the rights of third parties, or as may be required by law, regulation, government agency or court order, we may disclose certain information, including records concerning subscribers account.

2. Network Abuses

Consuming excessive Network resources. The Service is intended for residential, not commercial, use for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Because the Service operates on shared Network resources, subscribers may not use non-educational resource-intensive programs that negatively impact other subscribers or the performance of Stuhco Inc. internet provider systems or networks. Using the Stuhco Inc. account for commercial use is prohibited. Stuhco Inc. internet provider will notify subscribers if we detect excessive resource consumption through the subscribers account, and failure to take corrective action will result in termination of subscribers account. There are certain research and educational activities that are high volume and high bandwidth applications. Stuhco Inc. internet provider will work with those students to ensure unique needs are met on an individual-case basis.

Reselling the Service. Reselling the Service without Stuhco Inc.'s internet provider written authorization is prohibited. Subscribers are authorized to share subscriber's connection within the subscriber's residence/Unit at Stuhco Inc., but sharing the subscriber's connection with other residences/Units at the Stuhco Inc. is a violation of the Acceptable Use Policy.

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Servers and Proxies. Subscribers may not run on Stuhu Inc.'s internet provider Network any program that makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, file servers, web servers and IRC bots.

Unauthorized access. Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system is prohibited. Also prohibited is any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity). Subscribers may not use internet providers services, not included in subscribers account, nor devise ways to circumvent security in order to access services subscribers are not paying for.

Network disruptions and malicious activity. Using the Services for any activity which adversely affects the ability of other people or systems to use the Service or the Internet is prohibited. This includes "denial of service" attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.), and "mail bombing" (i.e. flooding a user or site with large or numerous email messages).

3. Newsgroups

The Service enables subscriber access to thousands of public newsgroups. These newsgroups allow subscribers to read and post messages on a variety of topics. Subscribers should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Newsgroups can be valuable resources if used properly. Subscribers should familiarize themselves with basic Usenet netiquette before posting to a newsgroup. Some prohibited newsgroup activities are: the continued posting of off-topic articles, commercial advertisements that are off-topic for the newsgroups, and posting the same or similar messages to large numbers of Usenet newsgroup (spam).

4. Poor Conduct

Obscene Speech or Materials. It is prohibited to use Stuhu Inc.'s internet provider Network to advertise, transmit, store, post, display, or otherwise make available pornography, obscene speech and materials, and content that is grossly repugnant to community standards, including blatant expressions of bigotry, racism or hate. Stuhu Inc. internet provider is required by law to notify law enforcement agencies when it becomes aware of the presence of such content on or being transmitted through Stuhu Inc.'s internet provider.

Harassment. It is prohibited to use the Service to transmit any material (by email, uploading, posting, or otherwise) that harasses another person or legal entity. Targeting others, with the apparent intention of causing distress, embarrassment, or other discomfort is considered harassment. Examples of this include expressing personal attacks, using defamatory, harassing, abusive, or threatening language, sending more than ten similar messages to the same e-mail address, or sending more than 1MB of data to a newsgroup.

Harm to minors. It is expressly prohibited to using the Service to harm, or attempt to harm, minors in any way. Stuhu Inc. internet provider does not filter any information available on the Internet, and therefore parents or guardians are responsible for setting up site filters and other protections for minors using their account. If subscribers allow subscribers children to access the Service, please remind them of the dangers involved when corresponding or communicating with strangers or new acquaintances on the Internet.

5. Third party rules.

Through the Service, subscribers may have access to search engines, subscription services, chat areas, bulletin boards, web pages, newsgroups, and other services that disseminate rules, guidelines or agreements to govern their use. Subscribers must adhere to any such rules, guidelines or agreements, which may include standards unique for the particular forum. In addition, the use of any software or data in connection with or through the Service must be in accordance with any applicable license agreements.

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Resident

Date

Landlord

Date