

Chico College Housing Apartment Lease

THIS LEASE agreement is entered into this _____ day of _____, 20____, by and between Chico College Housing (“LESSOR” herein) and,

(Individually and collectively called “LESSEES” herein).

It is mutually agreed by and between LESSOR and LESSEE as follows:

1. LESSOR does hereby lease to LESSEE and LESSEE does hereby hire from LESSOR apartment number _____, located at _____ Chico, California to be solely used by LESSEE for residential purposes only.
2. The term of this lease shall be for a period of _____ days commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____.
3. LESSEE agrees to pay LESSOR, the total sum of \$ _____ dollars for the term of this lease. Rent for each month during the term hereof shall be due and payable in advance on the twenty-fifth day of the preceding month, at a rate of \$ _____ dollars per month.
4. LESSEE agrees to deposit with LESSOR the sum of \$ _____ dollars as a cleaning deposit and as a security for the full performance and observance of each and all of the provisions in this lease, including but not limited to the payment of rent. LESSOR may use, apply or retain the whole part of the security to defray any expense or damage reasonably incurred by reason of any default. LESSEE. At the end of the lease term or such other time as LESSEE may be entitled to the return of the security deposit or some portion thereof, each LESSEE’s pro rata portion thereof will be mailed to each LESSEE at the last permanent address of LESSEE known to the LESSOR. LESSEE shall not be entitled to any interest on the security deposit and LESSOR shall have the right to commingle said security deposit with other funds of the LESSOR. Under no circumstances may the security deposit or any part thereof be used or assigned by LESSEE as a payment of a part or all of any months rent due hereunder.
5. LESSEE agrees to pay to LESSOR the above referenced deposit as follows: _____

6. It is the responsibility of the LESSEE to physically inspect the rental unit and complete the “property condition checklist” with the LESSOR or his agent prior to taking occupancy. LESSEE has the right to request additional cleaning and/or repairs, if required, at that time. If LESSEE fails to complete the “property condition checklist” with the LESSOR or his agent prior to taking occupancy, they are accepting the rental unit in “as is” condition and are responsible for all damages not previously noted by LESSOR. LESSEE will maintain the rental unit in a safe, clean, and habitable condition, and will return it to the LESSOR in the same condition as when received, normal wear and tear excepted.
7. LESSEE assumes full responsibility for all damage to all windows and doors. LESSEE shall be responsible and shall promptly reimburse LESSOR for any and all damage to LESSOR’S real or personal property arising from the actions of LESSEE and/or any other party, as provided by law and the terms of this lease. LESSOR does not insure LESSEE’s personal property, and LESSOR assumes no liability for the same except as provided for by law.
8. LESSEE shall not do nor permit anything to be done in or about the premises nor bring or keep anything therein which will in anyway increase the existing rate of or affect any fire or other insurance upon the premises or any of its contents, or cause the cancellation of any insurance policy covering the premises of any part thereof or any of its contents. LESSEE shall not commit or suffer to be committed any nuisance or waste in or upon the premises. LESSEE shall not use the premises or permit anything to be done in or about the premises which will in any way violate any law, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. LESSEE shall not use the premises in a manner, which disturbs other tenants of the building.
9. LESSEE shall not make or suffer to be made any alterations, additions, or improvements to or of the premises or any part thereof, except as agreed to in advance in writing by LESSOR. LESSEE shall not change or add any locks without the written consent of LESSOR. LESSEE shall hold LESSOR and LESSOR’s property harmless as to any mechanics lien recordation or proceeding caused by LESSEE.
10. LESSOR shall also maintain all appliances and equipment furnished to LESSEE or to the use of which is made available to LESSEE. LESSEE shall be obligated to acquaint himself with the proper use of all appliances and equipment. If repair or servicing of any appliances or equipment is, in the opinion of the person or firm servicing or repairing the same, required by reason of the improper use or neglect of the same by LESSEE, or any other party, LESSOR shall have the right to charge all cost incurred by reason of such improper use or neglect to LESSEE, and costs shall be reimbursed by LESSEE as additional payment of rent under this lease upon demand by LESSOR. In any facility, equipment, appliance or item of any nature furnished for use of LESSEE should require repair or servicing, LESSOR shall have a reasonable time after written notification to have such repair or servicing work performed. In no event shall LESSOR be liable to LESSEE for damage or inconvenience suffered by LESSEE by reason of the failure of any such facility, equipment, appliance or item of any nature.
11. LESSEE may use available parking spaces only for vehicles authorized by LESSOR, such use to be on a “first come, first served” basis. The use of parking by unauthorized vehicles will subject the vehicle to towing, at the owner’s expense, and constitutes a default under this lease.
12. LESSOR reserves and shall have the right to enter the premises to the extent allowed by law.
13. LESSOR shall not be liable to LESSEE and LESSEE hereby waives all claims against LESSOR for any injury or damage to any person or property in or about the premises by or from any cause whatsoever, to the fullest extent allowed by law, and LESSEE shall hold LESSOR harmless and defend LESSOR therefrom.
14. The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the LESSOR of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach, nor shall LESSOR’s acceptance of partial payment of rent be deemed a waiver of LESSOR’s right to the full amount of rent owed. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this lease agreement.
15. The occurrence of any of the following shall constitute a material default and breach of this lease by LESSEE: (1) any failure by LESSEE to pay rental or to make any other payment required to be made by LESSEE hereunder, (2) the abandonment or vacation of the premises by LESSEE for a period of seven days when rent is unpaid, (3) a failure by LESSEE to observe and perform any other provision of this lease to be observed and performed by tenant, (4) LESSEE’s filing a petition in bankruptcy.

16. In the event that LESSEE breaches this lease agreement, LESSOR shall be allowed at LESSOR's discretion, but not by way of limitation, to exercise any or all remedies provided LESSOR by California Civil Code Section 1951.2 and 1951.4. Damages the Lessor "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after a time of award, or for any shorter period of time specified in the rental agreement, exceeds the amount of such rental loss for the same period that the LESSEE proves could be reasonably avoided.
17. LESSE shall not sublet any portion of said premises nor assign this agreement, without prior written consent of LESSOR. LESSOR shall not unreasonably withhold such consent.
18. LESSEE shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of LESSEE, except:

19. LESSEE agrees that they will not keep or permit to be kept in said premises any dog, cat or other pet without the express written consent of the LESSOR. If this section is violated without said written consent, a \$100.00 per month rental fee will be charged to LESSEE for each pet to be found to be kept in violation of this section. The above pet rental fee will be charged for any pet kept on the premises for a period of longer than one day, regardless of who owns said pet.
20. In the event of a sale or conveyance by LESSOR of the premises, the same shall operate to release LESSOR from any liability upon any of the conveyance or conditions, express or implied, herein contained in favor of LESSEE and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease, except as it relates to the deposit referred to in paragraph four (which shall be governed by Civil Code section 1950.5 (g).
21. In the event suit shall be brought relating to the terms and conditions in this lease or the breach thereof by LESSEE or LESSOR, the losing party shall pay to the prevailing party all court costs as well as reasonable attorney's fees to be fixed by the court.
22. Whenever the context of this lease so requires, the masculine gender includes the feminine and/or neuter includes the feminine and/or masculine, and the single number includes the plural.
23. Time is the essence of this lease.
24. The covenants and conditions herein contained shall apply to and bind the heirs, successor, executors, administrators and assigns, of all the parties hereto; and all parties hereto shall be jointly and separately liable hereunder.
25. This lease shall always be subordinate to any mortgage now or hereinafter placed against the property of which the premises are a part, and the LESSEE agrees to execute such documents as are necessary to complete the subordination, or in lieu thereof, LESSEE hereby appoints LESSOR as LESSEE's agent irrevocably to execute such documents as are necessary to complete such subordination.
26. Should any paragraph, phrase or sentence of this lease be declared invalid by any court of law or arbitration, the invalidity of same shall not affect the balance of the terms of said lease and the remaining terms of the lease shall continue unchanged and in full force and effect.
27. In the event that the late payment of rent or another breach of this lease causes LESSOR to prepare and serve upon LESSEE a three-day notice pursuant to California Civil Code section 1161, LESSEE shall pay LESSOR \$35.00 as reimbursement for the costs of preparing and serving such notice. In addition to any other charges that might apply, any account which is more than thirty days past due will incur a service charge of 1% per month on the unpaid balance.
28. LESSEE agrees that any check that is not honored by LESSEE's bank for any reason is subject to a dishonored check charge of \$20.00 dollars, in addition to any other charges that might apply.
29. In consideration of the length of this lease and the wear and tear caused on LESSOR's carpets generated thereby, LESSEE agree to have all carpets professionally cleaned at the termination of this lease and present the LESSOR with a receipt for the same. If LESSEE fails to perform under this section of the lease, LESSOR has the right to have carpets professionally cleaned and charge LESSEE for the cost of the service provided.
30. All notices to be given to LESSEE shall be given in the manner provided by applicable sections of the California Code of Civil Procedure and the Civil Code. All notices to be given the LESSOR shall be given in writing personally or by depositing the same in the United States mail, postage pre-paid, and the addresses to the LESSOR at the place designated by LESSOR for the payment of rent, or at such other place or places as may be designated by LESSOR for the payment of rent, or at such other place or places as may be designated in writing from time to time by LESSOR.
31. All LESSEES are required to return to LESSOR a LEASE GUARENTEE signed by a parent or guardian, on the form provided by LESSOR. At the sole discretion of LESSOR, failure to return a valid lease guarantee form to LESSOR may constitute a material breach of this lease on the part of the LESSEE.
32. Any changes or modifications to this lease made at the request of LESSEE shall be subject to a \$15.00 per person processing fee.

FOR THE PURPOSES OF THIS LEASE, LESSOR'S MAILING ADDRESS IS:
 CHICO COLLEGE HOUSING
 P.O. BOX 299, CHICO, CALIFORNIA 95927 (530) 520-4709

The undersigned LESSEES acknowledgement having read and understood the foregoing, and receipt of a duplicate original.

 AS AGENT FOR LESSOR/CHICO COLLEGE HOUSING

LESSEE	DATE	LESSEE	DATE
LESSEE	DATE	LESSEE	DATE
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