



**ACTION  
APARTMENT  
ASSOCIATION, INC.**

2812 Santa Monica Blvd., Suite 203  
Santa Monica, California 90404

**RESIDENTIAL RENTAL AGREEMENT  
(Santa Monica Rent Controlled Property)**

**PROPERTY OWNER:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_

**PREMISES:** \_\_\_\_\_

**A: Term:** \_\_\_\_\_

**F. Security Deposit:** \_\_\_\_\_

**B: Beginning Date:** \_\_\_\_\_

**G. Utilities Provided at  
PROPERTY OWNER'S Expense:** \_\_\_\_\_

**C: Total Rent Per Month** \_\_\_\_\_  
(1+2)

**(1) Rent Board Charges and  
Pass-Throughs:** \_\_\_\_\_

**H. Appliances Provided at  
PROPERTY OWNER'S Expense:** \_\_\_\_\_

**(2) Property Owner's Rent:** \_\_\_\_\_

**D. Date Rent Due:** First Day of The Month

**I. Parking Spaces Allocated  
to Tenant With Rent  
(One car per space):** \_\_\_\_\_

**E. Late Rent Charge:** \_\_\_\_\_

**J: The premises shall ONLY be occupied by TENANT and the following named persons:**

**TENANT** agrees by signing this agreement that each term of this agreement is material and reasonable, the performance of which constitutes a condition on TENANT's right to possession of the premises. The failure by TENANT to comply with any terms herein shall constitute default hereunder and PROPERTY OWNER may terminate TENANT's right to possession of the premises and declare a forfeiture of this agreement, in any manner provided by law. The identification within this agreement of a specific violation as "material" and "non-curable" does not indicate that the other terms and conditions of this agreement are "curable or "non-material" but only that the specific violation is emphasized to its particular importance.

1. **PARTIES TO THIS AGREEMENT:** The use of the terms "TENANT" and "PROPERTY OWNER" in the singular shall refer to each and every TENANT and PROPERTY OWNER listed on this agreement.

2. **RENT:** TENANT agrees to pay "Total Monthly Rent" in the amount shown in Section C, and in any different amount as may be lawfully established from time to time. Rent is payable in advance, on the first day of each month for that month's occupancy, whether or not the first day of the month falls on a legal Holiday. TENANT's rent may be increased effective September 1<sup>st</sup> of each year, in the percentage or amount of the then allowable increase established by law. TENANT must deposit rent in Lock Box at premises if one is installed by PROPERTY OWNER, or if not, then give it directly to on-site manager. If PROPERTY OWNER directs TENANT to pay rent by mail, under NO circumstances shall rent be mailed certified mail return receipt requested. Rent shall be paid with check or money order. Rent shall not be paid in cash. If Property Owner does not have a lock box at the property, then, the name, address, and telephone number of the person who you must pay rent to is:

That person will be at this address at the times and days to receive rent payments as follows: \_\_\_\_\_

3. **LATE RENT CHARGE:** TENANT Agrees to pay a late charge of that percent as shown in Section E, of the amount of rent not received within five (5) calendar days of its due date, whether or not said 5<sup>th</sup> day falls on a holiday. This late charge does not establish a grace period; PROPERTY OWNER may make written demand for payment if rent is not paid on its due date. PROPERTY OWNER and TENANT agree that charge is presumed to be the damages sustained because of TENANT's late payment of rent, and that it is impracticable or extremely difficult to fix the actual damages. PROPERTY OWNER may deduct Late Rent charge from security deposit as both are considered additional rent or damages to the property owner.

4. **SECURITY DEPOSIT:** Security as designated in Section F has been paid to secure TENANT's compliance with all the conditions of this agreement. (The maximum security deposit is two times the rent for unfurnished apartments and three times the rent for furnished apartments). Said deposit shall be refunded to TENANT within 21 days after the premises have been completely vacated less any amount necessary to pay Property Owner for: (A) any unpaid rent; (B) late rent charges assessed under paragraph E above,

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or NSF charges under paragraph 28; (C) cleaning costs to restore the unit to the condition it was in when TENANT first occupied said unit; (D) key replacement costs; (E) costs for repair of damages to the premises and/or common areas above ordinary wear and tear; and (F) any other repair legally chargeable to TENANT under the terms of this agreement, or the law. No interest shall be paid on the security deposit unless required by law. A written accounting of said charges shall be mailed to TENANT within 21 days of move-out. TENANT shall provide PROPERTY OWNER with his/her new mailing address. If deposits do not cover such costs and damages, the TENANT shall immediately pay said additional costs or damages to PROPERTY OWNER. During the term of tenancy, TENANT agrees to replenish said deposit upon 3 days written notice, by the amount deducted to cover the cost of rectifying any damage or paying any expense for which TENANT is responsible. No portion of the deposit shall be deemed rent for any rental month unless PROPERTY OWNER so elects, nor shall it constitute a measure of PROPERTY OWNER's damages in the event of default.

5. **MINIMUM TENANCY:** If a minimum tenancy is indicated in Section "A", then this agreement shall be a fixed lease for that length of time under all the terms and conditions herein, excluding ¶17. At the end of the term of the fixed lease, if TENANT remains in possession with PROPERTY OWNER's consent, this agreement will continue to be binding on the parties as a month-to-month agreement under all the terms and conditions herein including ¶17.
6. **USE OF PREMISES:** TENANT shall not violate any law, rule or regulation while on the property nor in the use of the premises, nor permit waste or nuisance, nor interfere with anyone's peaceful use of the property or surrounding property.
7. **NO COMMERCIAL USE OF PREMISES:** No commercial use shall be made of said premises or any part thereof. TENANT shall not use the premises or any part thereof as an office or work studio. TENANT shall not engage in any activity within the apartment for which a Home Work Permit must be obtained from any governmental agency. TENANT shall not conduct any estate sale, lawn sale, or garage sale of any sort, on or within the Premises or the Property.
8. **UTILITIES:** TENANT agrees to pay for all utilities and /or services based upon occupancy of the premises, except as designated in Section H.
9. **PETS/FURNISHINGS/BICYCLES:** None of the following shall be kept on or about the premises for any amount of time: (A) liquid-filled furniture including waterbeds, unless permitted by Civil Code §1940.5 or other provision of law; (B) receptacles containing more than 10 gallons of liquid; (C) highly combustible materials, or any other items which may cause a hazard or affect insurance rates; (D) item(s) of unusual weight or dimension; (E) amplified musical instruments; (F) dishwasher, clothes washer or dryer; (G) Barbecues; and/or (H) animal, fowl, fish, reptile, dog, cat, or pet of any kind. No bicycles or motor bikes shall be allowed in any apartment. No personal property (including bicycles, motor bikes, plants, lawn furniture, garbage, articles of clothing) shall be allowed on any patio, balcony, hallway, or any public area other than the garage in the designated area provided TENANT. In the event laws are passed to permit TENANT to have any items prohibited by this agreement, TENANT agrees to carry insurance deemed appropriate by PROPERTY OWNER of a type and in an amount to cover possible losses caused by said items.
10. **PARKING:** When and if TENANT is assigned a parking space on PROPERTY OWNER's property (as designated by this or separate agreement), the parking space shall be used exclusively for parking of passenger automobiles. Said space shall not be used for the washing, painting, servicing or repairing of vehicles. No other parking space shall be used by TENANT or TENANT's guests. TENANT is responsible for the cleaning of oil leaks and other vehicle discharges coming from vehicles parked in TENANT's space. All automobiles parked by TENANT shall be currently operable and properly registered with the State of California.
11. **NOISE:** TENANT shall not cause or allow any unreasonable loud noise or activity in the premises which might disturb the peace and quiet of anyone on the property or living nearby.
12. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this agreement so that TENANT's use is seriously impaired, TENANT or PROPERTY OWNER may terminate this agreement without financial obligation to the other, upon 30 days written notice to the other, whether or not there is a lease in effect, unless said termination notice is prohibited by law.
13. **CONDITIONS OF PREMISES:** TENANT acknowledges that TENANT has examined the premises and that said premises are in good, clean and sanitary order, unless noted to the contrary on PROPERTY OWNER's copy of this agreement. Except as prohibited by law, TENANT agrees to keep the premises in good order and condition, and to immediately pay for costs to repair and/or replace any portion of the premises damaged by TENANT or TENANT's guests. At the termination of this agreement, the premises shall be returned to PROPERTY OWNER in clean and good condition except for reasonable wear and tear, and the premises shall be free of all trash and all personal property not belonging to PROPERTY OWNER. Any personal property left behind by TENANT may be thrown away by PROPERTY OWNER without liability.
14. **ALTERATIONS:** TENANT shall not alter the premises in any way. Alteration includes among other things (A) painting, wallpapering, refinishing wood floors, carpeting, or re-carpeting; (B) changing or installing locks, excessively large nails or screws, any exterior antenna or other mechanical equipment; (C) connecting any apparatus, machinery or device to electric wires, water or air pipes of the building, disconnecting smoke alarms and/or (D) placing signs, displays, or other exhibits on or in any portion of the premises which would be visible from outside the building. Upon 24 hours notice, TENANT shall lend PROPERTY OWNER the keys to the premises for the purpose of having a duplicate made for the PROPERTY OWNER's use.
15. **MAINTENANCE:** TENANT shall deposit all garbage in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. TENANT shall be responsible for keeping out of the kitchen sink bones, toothpicks, match sticks, celery, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the sink and garbage disposal. TENANT shall pay for the cleaning and/or clearing of any plumbing fixtures or water pipes, necessitated by misuse or non-maintenance.
16. **BUILDING RULES:** PROPERTY OWNER shall publish building rules from time to time, which rules shall become part of this rental agreement and incorporated herein after 30 days written notice to TENANT. PROPERTY OWNER shall not be liable to TENANT for anyone's violation of such rules, or this agreement. Attached hereto as Exhibit "A" are a copy of the existing rules and regulations.
17. **NOTICE OF TERMINATION/CHANGE OF TERMS:** This tenancy may be terminated by Property Owner or Tenant (after expiration of the fixed term of lease set forth in Section "A" and Paragraph 5 if applicable) upon 60 days prior written Notice of Termination of Tenancy based upon and lawful and/or just cause. Thereafter, the Tenant shall not be entitled to possession and must vacate the premises. Any holding over thereafter shall result in Tenant being liable to Property Owner for damages at the fair market rental value of the premises. Property Owner has the right to change the terms of this rental agreement upon 30 days written notice to Tenant and Tenant's remaining in possession thereafter shall act as the Tenant's acceptance of said change(s) to this rental agreement. Tenant does not have the right to change any provision of this rental agreement.
18. **POSSESSION:** If PROPERTY OWNER is unwilling or unable to deliver possession of the premises to TENANT on the agreed date, because of: (A) the loss or destruction of the premises, (B) failure of the prior tenant to vacate, or (C) for any other reason, then the TENANT or PROPERTY OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address; whereupon neither party shall have liability to the other, and any sums paid under this agreement shall be refunded in full. If neither party cancels, the rent payable under this agreement shall be pro-rated based on the date of actual possession, and shall thereafter be due on the first day of each month.
19. **INSURANCE:** TENANT acknowledges that; (A) PROPERTY OWNER's insurance may not cover loss from damage to TENANT'S personal property caused by plumbing leaks, fire, theft, rain, acts of God, acts of others, and/or any other causes; and (B) TENANT shall not hold PROPERTY OWNER liable for any such losses, whether or not PROPERTY

OWNER's insurance covers the loss. This paragraph does not intend to waive PROPERTY OWNER's duty to guard against personal injury or property damage where that duty is imposed by law.

20. **RIGHT OF ENTRY/INSPECTION:** PROPERTY OWNER or PROPERTY OWNER's agents, repair persons, or contractors, by themselves or with others, may enter TENANT's premises for any lawful purpose including but not limited to: inspecting; making repairs, decorations, alterations, or improvements; to supply necessary or agreed services; and/or to show the premises to prospective or actual purchasers, tenants, repairpersons or contractors. PROPERTY OWNER shall give TENANT 24 hours advance notice and shall enter during normal business hours. However, in the case of emergency, PROPERTY OWNER shall be allowed to enter at any time without prior notice. The 24 hour written notice shall be deemed served when posted on TENANT's front door and mailed postage pre-paid by regular mail.
21. **NO ASSIGNMENT/SUBLETTING/GUESTS:** The premises shall not be occupied by any person other than those persons designated as "TENANT" or included in Section K. TENANT shall not assign, or otherwise transfer this agreement, any right or interest in this agreement, or any right or interest in said premises. TENANT shall not assign or sublet the premises or any part thereof. In addition, TENANT shall not take in or allow occupancy by any person whether that person is a boarder, lodger, roommate or guest, and whether or not said occupancy is deemed a subtenancy.
22. **INCREASE IN RENT UPON SUBLETTING:** In the event the rental unit is sublet or assigned by TENANT, whether TENANT permanently resides in the rental unit or not, then the rent for the premises shall be increased by 25% per month without further notice from PROPERTY OWNER. This paragraph is pursuant to Civil Code §1954.53 (d). PROPERTY OWNER shall elect the option of either collecting the increased rent or enforcing the No Assignment/Subletting clause of this agreement. If PROPERTY OWNER elects to enforce Paragraph 21's no-subletting/assignment provision, but the court rules that PROPERTY OWNER has waived the provisions for any reason, then TENANT agrees to pay the 25% increased rent from the time that the assignment/subletting first occurred.
23. **RENT PAYMENT BY NON-TENANT:** If PROPERTY OWNER accepts rent from any person not a TENANT (or not named in Section K), whether or not the person occupies the premises, said acceptance: (A) shall not constitute a waiver of the no-sublet/assignment paragraph provisions or a modification of Section K; (B) shall not be used to establish said person's right to possession of the premises; and (C) shall be interpreted only as an accommodation to TENANT.
24. **NO WAIVER:** PROPERTY OWNER's acceptance of rent with knowledge of any default by TENANT of any breach of any term or condition of this agreement shall not constitute a waiver of that breach, or of any subsequent breaches. PROPERTY OWNER's failure to require compliance with the terms of this agreement or to exercise any right granted by this agreement shall not be construed as a waiver by PROPERTY OWNER of said term, condition, and/or right; and shall not affect the validity or enforceability of and provision of this agreement.
25. **RESPONSIBILITY/INDEMNIFICATION:** The undersigned TENANT is/are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify PROPERTY OWNER for any liability created by TENANT's and/or TENANT's guests' conduct. In addition, TENANT shall indemnify and hold PROPERTY OWNER free and harmless from any and all liability arising by reason of the death or injury of any person or damage to any property caused or allegedly caused by (A) some act or omission of TENANT or any person in, on or about said premises with the permission of TENANT; and (B) any matter connected with TENANT's occupation and use of said premises.
26. **NOTICES:** All notices to TENANT and all notices to PROPERTY OWNER shall be served at their respective addresses as set forth below. Said notices shall be deemed duly served and given when either; (A) delivered to the party in person, or in lieu thereof, posted on the party's residence front door and mailed to that party postage pre-paid by regular mail; or (B) sent Certified Mail Return Receipt Requested, postage pre-paid.
27. **3 DAY NOTICE:** In the event a 3 Day Notice to Pay Rent or Quit is served upon a TENANT, TENANT shall pay the rent demanded by money order or cashier's check and deliver the same to PROPERTY OWNER or PROPERTY OWNER's agent within the prescribed time period and at the address indicated in the 3 Day Notice. If mailing of rent is allowed by this agreement then the mailing of said rent shall not be deemed timely, unless the rent arrives at the indicated location within the time set forth in the notice. Failure of Post Office to deliver the mail timely shall be the responsibility of TENANT.
28. **NSF CHARGE/FUTURE RENTAL PAYMENT.** In the event Tenant's check is returned to Property Owner as "non-Sufficient funds" or otherwise unpaid, TENANT agrees to pay an additional fifteen dollars (\$15.00) as a reasonable approximation of Property Owner's costs in handling the returned check without waiver of Property Owner's remedies as allowed by law. Property Owner and Tenant agree that the charge is presumed to be the damages sustained because the check was not paid, and that it is impracticable or extremely difficult to fix the actual damages. Said fifteen dollars (\$15.00) shall constitute additional rent. Property Owner may deduct such charge from Tenant's security deposit. In the event of said NSF check return, Tenant shall be required to pay all future rent in cashier's check or money order; failure to do so will constitute grounds for eviction.
29. **NO WAIVER DURING LITIGATION:** In the event that PROPERTY OWNER accepts rent from TENANT while PROPERTY OWNER and TENANT are involved in litigation based on a 3 Day Notice, acceptance of said rent by PROPERTY OWNER shall not be considered a waiver by PROPERTY OWNER of the default upon which the 3 Day Notice was based. Rather said rent payment shall be received by PROPERTY OWNER in trust and shall be subject to the jurisdiction of the court wherein said litigation is pending. PROPERTY OWNER shall be allowed to commingle said rent payment funds with PROPERTY OWNER's regular funds as long as PROPERTY OWNER keeps an accurate accounting of money received from TENANT during said litigation.
30. **NO ILLEGAL DRUGS ON PREMISES:** Possession of any illegal drug, either within TENANT's unit or in TENANT's possession while TENANT is anywhere on the property, shall be grounds for immediate eviction. TENANT and PROPERTY OWNER agree that such violation is a non-curable violation of this agreement, and that a breach of this prohibition is a "material" breach of this agreement. The identification of this violation as "material" and "non-curable" does not indicate that the other terms and conditions of this agreement are "curable" or "non-material" but only that this condition has been specially identified herein, due to the fact that people's possession of illegal substances has had an uncertain legal significance in the law.
31. **DRUGS AND OTHER ILLEGAL ACTIVITY:** It shall be a non-curable breach of this agreement (and thus cause for immediate eviction) for Tenant, or anyone mentioned in Paragraph J of this agreement, or anyone who resides with Tenant at the premises, to do any of the following: (a) to have in their possession, or to be under the influence of, any illegal drug while on or near the premises, or within the City of Santa Monica; or (b) to engage in any drug related or other criminal activity while on the premises, or within the City of Santa Monica. Furthermore, it shall be a non-curable breach of this agreement (and thus cause for immediate eviction) for any guest of Tenant to engage in any drug-related or other criminal activity while on the premises. Tenant understands that Tenant is strictly liable for the conduct of others mentioned in this paragraph.
32. **ESTOPPEL CERTIFICATE:** Within fifteen (15) days after written request is mailed to TENANT, TENANT agrees to execute and deliver to PROPERTY OWNER an estoppel certificate on the form submitted by PROPERTY OWNER: (A) acknowledging whether this agreement has been modified and if so, stating all the modifications; (B) stating the amount of the current rent TENANT is paying and the amount TENANT has paid as prepaid rent and security deposit; (C) stating whether or not TENANT is then aware of any violation of law in the operation of the building, and/or has any claim against PROPERTY OWNER; and (D) stating requests for any other information relevant to TENANT's occupancy of the Premises.
33. **APPLICATION MISREPRESENTATION:** TENANT's rental application dated \_\_\_\_\_ and attached hereto, is hereby incorporated into this agreement. Any material misrepresentation or omission made by TENANT in the application will constitute a material breach of this agreement subjecting TENANT to eviction.

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34. **FUMIGATION:** If and when PROPERTY OWNER wishes to fumigate the premises, TENANT agrees to temporarily vacate the premises for the time period reasonably necessary to complete the fumigation. PROPERTY OWNER will give TENANT at least seven (7) days prior written notice to vacate. PROPERTY OWNER shall only be required to pay TENANT the per diem cost of TENANT's rent for the number of days TENANT must remain out of possession [i.e., TENANT's monthly rent divided by thirty (30) multiplied by the number of days TENANT must stay out of possession]. TENANT shall comply with all instructions of the fumigation company as to packaging food, clothes, and plants at TENANT's sole cost and expense.
35. **LOCKING OF ENTRANCE DOORS:** PROPERTY OWNER reserves the right to close and keep locked all entrance and exit doors of the building during such hours as PROPERTY OWNER may deem it advisable for adequate protection of the Property and the personal property of PROPERTY OWNER and TENANT. It shall be a material breach of this agreement for any TENANT to prop open any entrance door.
36. **PARTIAL INVALIDITY:** If any part of a paragraph or section of this agreement shall be found by a court to be legally invalid, only that part shall be severed to the extent that it is invalid, but this invalidity shall not affect the validity or enforceability of any other part of this agreement.
37. **ADDITIONAL TERMS AND CONDITIONS:** The following paragraphs, if attached hereto, constitute further terms and conditions of this agreement and are incorporated herein as paragraph \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
38. **EXTERIOR FIRE ESCAPES:** TENANTS and their guests are prohibited from going out onto the exterior fire escapes at any time for any purpose, except in the case of an emergency. These fire escapes are not common area and are not to be used except for escaping from the building in time of fire or other disaster. Walking, sitting, or using these fire escapes for any other purpose (even for instance the placement of flower pots) shall constitute a non-curable breach of this agreement and shall subject the tenant to an immediate eviction.
39. **NO SMOKING IN COMMON AREAS:** There shall be no smoking or tobacco chewing by Tenant or Tenant's guest, in any common area of the premises. The common area includes, but is not limited to the lobby, the garage, any hallway, balcony, patio or laundry room.
40. **MAR INCREASES:** TENANT understands that the MAR on this unit is \$\_\_\_\_\_ per month, and that the PROPERTY OWNER may raise TENANT's rent to the full MAR per month upon service of a written notice of increase, when TENANT's minimum tenancy indicated in Section "A" has expired.
41. **REFERENCES:** TENANT will not request, nor will PROPERTY OWNER give, any written or oral reference to anyone concerning TENANT or TENANT'S status at the property. TENANT hereby waives any right that may exist to request PROPERTY OWNER to send such a reference. In the event anyone requests a reference of TENANT from PROPERTY OWNER, PROPERTY OWNER has the right to ignore said request altogether, or to respond to the requesting party that PROPERTY OWNER's business practice is NOT to give references.
42. **REQUIRED DISCLOSURE:** Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is the source of information about the presence of these individuals in any neighborhood. The Department of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Caller must have specific information about the individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
43. **LEAD DISCLOSURE:** Many homes and apartments built before 1978 may have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious hazards if not taken care of properly. The law requires that TENANT receive certain information before renting pre-1978 housing. By signing this agreement, TENANT acknowledges that PROPERTY OWNER has provided TENANT with such information, including but not limited to the EPA booklet entitled "Protect Your Family From Lead In Your Home" and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Any known lead-based paint or lead hazards at the premises, if any, are hereby disclosed \_\_\_\_\_  
(See also the one page disclosure form attached here to).
44. **DISCLOSURES OF OWNERSHIP INFORMATION:** The name, addresses, and telephone number of the owner or the person authorized to accept service of process for the owner is \_\_\_\_\_
45. **MANAGER:** The name, address, and telephone number of the manager and/or the person who can accept notices and demands for the PROPERTY OWNER is \_\_\_\_\_
46. **PRE-DETERMINATION INSPECTION DISCLOSURE:** Tenant is entitled to a pre-determination inspection as detailed in Civil Code 1950.5, detailed explanation attached and becomes part of this agreement.
47. **ATTORNEY'S ADVICE/NEGOTIATION:** Each of the parties hereto acknowledges either (1) that the terms of this Agreement have been explained to them by their respective counsel and they execute this Agreement in reliance upon advice of their respective counsel, or that they have been given the opportunity to consult an attorney and have decided not to do so; and warrant that they will not at a later time attempt to set this Agreement aside because they were not represented by an attorney. Furthermore, TENANT understands that none of the terms of this Agreement must be accepted without negotiation. Each paragraph or term can be negotiated based on rental price of the unit. In other words, if Tenant wishes to pay more money for the unit, any terms in this Agreement can be modified, changed, or deleted. Tenant is welcomed to explore the issue of modification with Property Owner.
48. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes an oral or written representations or agreements that may have been made by either party. All such oral or written Agreements are hereby incorporated into this Agreement and are of no force or effect outside of this Agreement. No such prior oral or written Agreements shall be sued to interpret, modify, or supersede this Agreement. This Agreement is not binding as a Rental Agreement until signed by the Property Owner. Any amendment of this Agreement must be in writing and signed by the Property Owner. TENANT does not have the right to modify this Agreement. TENANT by signing below, acknowledges having read this agreement prior to execution, and further acknowledges having received a copy of it.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PROPERTY OWNER / By Authorized Agent: \_\_\_\_\_

TENANT: \_\_\_\_\_

TENANT: \_\_\_\_\_

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