



**CLAREMONT SCHOOL OF THEOLOGY**  
**1325 North College Avenue**  
**Claremont, California 91711**

**RESIDENTIAL LEASE/RENTAL AGREEMENT**

**PARTIES:**

LANDLORD: Claremont School of Theology  
 PRIMARY LESSEE: \_\_\_\_\_  
 CO-LESSEES: \_\_\_\_\_  
 \_\_\_\_\_  
 SS# \_\_\_\_\_

**PROPERTY ADDRESS:**

1325 North College Avenue, Claremont, CA 91711                      APARTMENT: \_\_\_\_\_

**1. RENTAL AMOUNT: Commencing**

DATE: June 1<sup>st</sup>, 2015

TENANT agrees to pay LANDLORD the sum of  
\$ 0.00 per month on the 1<sup>st</sup> day of each calendar month.

Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: OFFICE OF ADMINISTRATION AND FINANCE, CLAREMONT SCHOOL OF THEOLOGY, BUTLER BUILDING, 2<sup>ND</sup> FLOOR, DURING POSTED BUSINESS HOURS.

Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. TERM: The premises are leased on the following lease term: (please check one item only) \_\_\_\_\_ month-to-month (OR)  until May 31<sup>st</sup>, 2016. If the TENANT vacates premises prior to the expiration date of this lease, the TENANT is responsible for paying a penalty of one month's rent. LANDLORD will make reasonable effort to re-lease the premises. \_\_\_\_\_ (Initial)

Only under exceptional circumstances may TENANT be allowed to lease on month-to-month terms for a designated time period. If this lease is based on a fixed term, then at the expiration of said fixed term, this lease shall become a month-to-month tenancy at the then prevailing month-to-month rate upon the approval of LANDLORD. In the event TENANT is converted to month-to-month terms, all other provisions of this lease remain applicable.

The standard lease term is 12 months. Leases of less than 12 months are subject to the following added fees:

- Month-to-Month: \$100 additional per month
- 6-Month: \$50 additional per month; this additional fee may be waived if anticipated graduation date certified by the Registrar, coincides with the lease termination date.

Currently enrolled Claremont School of Theology students receive subsidization from the School. If a student is no longer actively enrolled at the beginning of a new lease term, he or she is subject to paying the full rental price for the apartment.

3. TERMINATION OF LEASE/RENTAL AGREEMENT: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month-to-month tenancy at the then prevailing month-to-month rate upon the approval of LANDLORD. TENANT(S) must submit in writing a 30 day notice of intent to vacate premises. Where said term is a fixed-term tenancy, LANDLORD may terminate this tenancy by the serving of a 60 day written notice. If the TENANT vacates premises prior to the expiration date of this lease, the TENANT is responsible for paying a penalty of one month's rent.

\_\_\_\_\_(Initial)

Where said term is a month-to-month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice. See paragraph 2. \_\_\_\_\_(Initial)

4. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$ 0.00 amounting to at least half of the TENANT'S Housing Security Deposit as a non-refundable deposit to secure the TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. \_\_\_\_\_(Initial)

TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises and paying all balances in full (including any final YES Energy Management bill(s)), LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

5. INITIAL PAYMENT: TENANT shall pay the first month rent of \$ 0.00 , any applicable nonrefundable Pet Fees of \$ 0.00 , and the remaining balance of the Housing Security Deposit in the amount of \$ 0.00 for a total of \$ 0.00 . At least half of the security deposit shall be paid to secure the rental unit. The balance of the security deposit shall be paid upon occupancy. Said payment shall be made in the form of check, money order, debit/credit card, or cashier's check and is all due prior to occupancy. \_\_\_\_\_(Initial)

6. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

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If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

\_\_\_\_\_(Initial)

7. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

8. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises to be directly billed to the TENANT by YES Energy Management, an external, third-party utilities billing service, or another entity designated by the LANDLORD, accrued up until May 31st, TENANT will be subject to the late fee charges indicated in paragraph 11 for all outstanding utility balances. Utility late fees are billed by and to be paid to Claremont School of Theology. Utilities will be included in the monthly rent beginning June 1<sup>st</sup>, 2015. The TENANT is responsible for providing his or her own telephone, internet and television services if desired.

9. LATE CHARGE/BAD CHECKS: A late charge of the lesser of 6% of the current rental amount or current outstanding balance shall be incurred if rent is not paid when due (see paragraph 26). [REDACTED] (Initial)

If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender a cashier's check or a money order only. If TENANT tenders a check which is dishonored by a banking institution then TENANT shall only tender a cashier's check or a money order for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$35 for each check that is returned to LANDLORD because the check has been dishonored.

10. COLLATERALIZATION OF STUDENT ACCOUNT: CST reserves the right, without waiver of other remedies, to attach a Student Account for the recovery of delinquent rent. Students whose rent is not paid in full may not be eligible to register or receive transcripts, grades, credential recommendations, career services or degrees. The Claremont Graduate Schools will be notified of amounts due for our Claremont College TENANTS.

11. CONDITION OF PREMISES: TENANT acknowledges that the premises will be inspected within 24 hours of move out. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order, unless otherwise noted on the Apartment Checklist form. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence. [REDACTED] (Initial)

TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred due to gross misuse. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism. [REDACTED] (Initial)

12. ALTERATIONS: TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, nor apply wallpaper to said premises without LANDLORD'S prior written consent. TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

13. FURNISHINGS: No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit. TENANT is responsible for paying for light bulb replacement.

14. **SMOKING:** Effective August 1, 2015, smoking will be restricted to three designated smoking areas on campus (one in North Housing, one in West Housing, and one in a public area on campus to be determined). Effective June 1, 2016, smoking will be prohibited anywhere on CST's campus. This includes, but is not limited to: the interior of all CST owned buildings; all outside property and grounds of CST; and all residential facilities owned and operated by CST. This policy applies to all faculty, staff, students, visitors and contractors.

For the purposes of this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product including cigarettes, cigars, pipe tobacco, e-cigarettes, hookahs, and any other lit tobacco products. For the purposes of this policy, tobacco products means all forms of tobacco, including but not limited to, cigarettes, cigars, pipes, e-cigarettes, smokeless tobacco, snuff, chewing tobacco and any non-FDA approved delivery device or product.

Exceptions will be made for Native American ceremonial smoking, as protected under federal law. TENANT must notify the CST administration of the ceremony and coordinate with the CST administration so as not to disturb other tenants or set off the fire suppression ceremony during the ceremony.

15. **PARKING:** TENANT is allowed a number of parking spaces equal to the number of bedrooms in the rented unit. TENANT may only park a vehicle that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

16. **NOISE AND DISRUPTIVE ACTIVITIES:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited. TENANT may not block ingress or egress in residential hallways, walkways, and other common areas.

17. **LANDLORD'S RIGHT OF ENTRY:** LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours by email or letter to TENANT. LANDLORD may enter and inspect the premises with no notice in the event of emergency or global repairs (EXAMPLES: evidence of smoke, fire, water, etc.). LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all rights to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests).

18. **REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a work order stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to  
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fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.

19. PETS: No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent (A copy of the Pet Policy is available in the Campus Housing Office). When pets are permitted a non-refundable fee of \$250 per pet will be assessed. [REDACTED] (Initial)

20. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the premises, all personal property left in the unit shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

21. INSURANCE: TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

22. POSSESSION: If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

23. ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned. 24. WAIVER: LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

25. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

26. **VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

27. **NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the Campus Housing Office (see paragraph 1).

Internal notifications about global repair, system testing, information requests, and other memoranda will be distributed primarily by email to the email address provided by TENANT at the time of move-in. TENANT is responsible for updating contact information.

28. **ADDITIONAL RENT:** All items owed under this lease shall be deemed additional rent.

29. **APPLICATION:** All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

30. **ADDITIONAL TERMS:** TENANT acknowledges that he or she has received and read the RULES OF HOUSE booklet. [redacted] (Initial)

31. **ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

\_\_\_\_\_ LANDLORD/AGENT \_\_\_\_\_ DATE

\_\_\_\_\_ TENANT \_\_\_\_\_ DATE

\_\_\_\_\_ TENANT \_\_\_\_\_ DATE

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS AGREEMENT. IF YOU DESIRE, CONSULT WITH AN ATTORNEY BEFORE ENTERING THIS AGREEMENT.