

RESIDENTIAL LEASE AGREEMENT

CLAUSE 1. IDENTIFICATION OF PARTIES

This “lease agreement” is agreed to and made between the “Resident,” _____, and Fuller Theological Seminary Housing Services, also known as “Fuller Housing.”

CLAUSE 2. DURATION OF THE LEASE

This lease agreement shall become effective on _____ and remain in effect for six (6) months, until _____. After six (6) months have passed, the lease may be extended month-to-month as long as Resident pays rent and abides by all of the terms of this lease agreement. If Resident chooses to move out before _____, Resident will still be charged rent until that date. However, if Fuller Housing is able to lease the unit to a new tenant for any portion of that six (6) month period after Resident moved out, Resident will only be charged for the difference between the amount of rent owed and the amount received from the new tenant during that six (6) month period. After six (6) months have passed, Resident or Fuller Housing may terminate this lease by notifying the other party in writing at least thirty (30) days before the termination date. However, Fuller Housing reserves the right to terminate this lease at any time if any part of this lease agreement is broken.

CLAUSE 3. HOUSING ELIGIBILITY

Resident is eligible to reside in Fuller housing if Resident is a full-time Fuller Theological Seminary student, with “full-time” defined as “registered for and completing twenty-four (24) units or more of masters-level course work each academic year.” If Resident is in a doctoral program or doing a practicum, Resident may submit a written petition to live in Fuller housing, but approval is not guaranteed. Once Resident is no longer a full-time student, Resident will be considered ineligible for Fuller housing and Fuller Housing has the right to terminate this lease agreement. If Resident is graduating, Resident may have a maximum of two additional months from the end of last academic quarter that Resident can stay in Fuller housing; Resident may submit a written petition to stay longer, but approval is not guaranteed. If Resident is a full-time Fuller faculty or staff member, Resident may live in Fuller housing so long as it does not take housing units away from eligible student applicants and Resident agrees to actively participate in residential community life. Once Resident has lived in Fuller housing for seven (7) years, Resident is no longer eligible for Fuller housing, unless Resident petitions for and is granted an extension of stay; this applies to all residents whether or not they are students or staff members.

CLAUSE 4. ROOMMATES

Resident may only have a full-time Fuller student of the same sex as a roommate, and all current roommate(s) must be listed in this lease agreement. If Resident decides to move out, Resident must inform the Housing Office in writing at least thirty (30) days before moving out. Resident will need to complete a 30-Day Notice Form (available at the front desk) and return it to the Housing Office.

If Resident’s roommate decides to move out, the Resident has up to thirty (30) days to locate a replacement roommate. If Resident is unable to find an eligible replacement roommate in that time, Resident will be responsible for paying the full monthly rent, unless Resident petitions for and is granted an extension to that 30-day period. Resident’s replacement roommate will need to pay the current rent rate for the unit (which may be different from Resident’s rate). After Resident’s roommate moves out, upon the Request of the roommate, Residential Facilities will inspect the premises and the roommate will be charged for the cost of any cleaning and/or repairs resulting from the roommate’s negligence, otherwise the Resident assumes all responsibility for any cleaning, repairs or damage to the unit.

In the event that all residents in the unit are planning to vacate the apartment during the same timeframe, it is in the Resident’s best interest to vacate on the same day. The Resident will otherwise assume responsibility for the full unit rate and be charged a prorated amount based on the full unit rate for each additional day they remain in the unit without a new roommate.

**CLAUSE 10. AMOUNT AND SCHEDULE OF MONTHLY PAYMENT TO FULLER HOUSING;
ACCEPTED FORM OF PAYMENT**

Before or on _____, Resident is responsible for paying a **total rent** charge of _____, Resident's first month's rent prorated for the period of _____ to _____. Beginning _____, Resident's monthly **total rent** of _____ is due on or by the first day of each month. When the first day falls on a weekend or legal holiday, Resident's rent may be paid the next business day. When Resident moves out, Resident's final monthly total rent charge will be prorated to Resident's move-out day or to the day that Resident's unit keys are returned to the Housing Office if Resident's keys are returned after Resident's stated move-out day.

ACCEPTED FORM OF PAYMENT:

Fuller Housing will only accept payment by Reoccurring Auto-Pay Authorization.

Upon execution of this lease agreement the Resident is required to complete a Reoccurring Auto-Pay Authorization form.

CLAUSE 11. LATE FEES

Resident's total rent is due on or by the first (1st) day of each month, and will be considered late if not paid by the tenth (10th) day of the month. After the tenth (10th) day, Resident will automatically be charged a late fee because of the additional processing required. The late fee is six percent (6%) of Resident's base rent amount, not to exceed thirty dollars (\$30.00).

CLAUSE 12. NSF (INSUFFICIENT FUNDS) CHARGES

If any payment submitted by Resident or on Resident's behalf to Fuller Housing is returned for any reason, including but not limited to insufficient funds, Resident will have to pay the bank-processing fee charged to Fuller Housing by the banking financial institution.

CLAUSE 13. SECURITY / CLEANING DEPOSIT

Before or when Resident signs this lease agreement, Resident will need to pay a five hundred dollar (\$500.00) security/cleaning deposit to Fuller Housing. (The security deposit is per family unit so each individual roommate must pay five hundred dollars [\$500.00] but couples or families make a single payment of five hundred dollars [\$500.00] total.) This deposit will be used to pay for any cleaning expenses if Resident's unit (or Resident's portion of the unit, in the case of roommates) is not left in the same condition—taking into account normal wear and tear—as when Resident first moved in. This deposit cannot be applied by Resident to rent or any other sum Resident owes to Fuller Housing for reasons other than Resident's move-out cleaning costs. No interest will be collected by Fuller Housing or paid to Resident on this security/cleaning deposit.

CLAUSE 14. LIMITS ON OCCUPANCY, USE, AND GUESTS

This housing unit is to be used only as a place of residence by the Resident and those individuals listed as tenants in Clause 26. Fuller Housing has recorded a total of _____ person(s) living in this housing unit as of _____ and must be notified of all others—including members of Resident's family—joining the household. Failure to do so is considered a violation of the terms of the lease agreement. Guests may stay up to ten (10) days in any six (6) month period without written consent from Fuller Housing. However, any changes to the number of persons living in this housing unit must be recorded and cleared by Fuller Housing.

CLAUSE 15. POSSESSION OF THE PREMISES

Resident must start paying rent for _____ on _____, regardless of whether or not Resident moves in on that day, unless for any reason—including but not limited to the previous residents not leaving on schedule or the premises being damaged—Fuller Housing is unable to make the unit available to Resident for occupancy on this date. If Resident is not able to move in for such reasons and Fuller Housing cannot provide adequate alternate housing for Resident, Resident may terminate this lease agreement and Fuller Housing will refund Resident's deposit and prepaid rent.

CLAUSE 16. CONDITION OF THE PREMISES

Before Resident moves in, Resident's unit will be cleaned and prepared for Resident. Resident will be given a check-in form to record the condition of the unit and will have two weeks to examine the premises—including the plumbing and electrical and heating appliances—to verify that everything is in good working order. If there is anything that needs attention, Resident must call Residential Facilities (the maintenance department for Fuller Housing) at 626-584-5546 to schedule a check-in appointment. If everything is fine, Resident may drop off the completed check-in form to Residential Facilities. If Resident does not schedule a check-in appointment or hand in the completed check-in form within two weeks, Fuller Housing will assume that Resident found the premises satisfactory, in good working order and free from defects.

CLAUSE 17. RESIDENT'S MAINTENANCE RESPONSIBILITIES

Resident is responsible for (a) keeping the unit clean, sanitary and in good condition while Resident is living there; (b) when Resident moves out, leaving the premises in the same condition as they were when Resident moved in, taking into account reasonable wear and tear; (c) immediately notifying Residential Facilities of any defects or unsafe conditions in and about the premises; and (d) reimbursing Fuller Housing for the cost of cleaning and/or repairing any damages caused by Resident, members of Resident's household or Resident's guests. After Resident moves out, Residential Facilities will inspect the premises and Resident will be charged for the cost of any cleaning and/or repairs resulting from Resident's negligence or misuse.

Balcony and Patio areas are to be kept clean and free of clutter. They are not to be used as extra storage space. Patio furniture, barbecue grills, and potted plants are allowed. Fuller Housing reserves the right to request for removal of items.

For residents in 261 N. Madison Ave., 271 N. Madison Ave., 281 N. Madison Ave., and 291 N. Madison Ave, the following balcony and ground patio policy applies to all relevant units:

- No personal property and/or objects are permitted on half or faux balconies.
- Patio furniture, small barbecue grills and up to five (5) potted plants with saucers are allowed on ground level patios. The storage of any additional personal property/objects is not permitted under any circumstances. Fuller Housing reserves the right to request the removal of any items stored on ground level patios.

CLAUSE 18. WATERBEDS

Waterbeds are not allowed in Fuller housing.

CLAUSE 19. RIGHT OF ACCESS

Fuller Housing representatives and/or employees have the right to enter the premises of
without prior notice at any time if there is an emergency or to make repairs that Resident has requested. When Resident makes a verbal or written request for repairs or improvements to be made in or around Resident's premises, Fuller Housing and Residential Facilities will assume that Resident has given them the right to make those repairs or improvements at any time within the following 30 days without them having to notify Resident beforehand. Fuller Housing representatives and/or employees also have the right to enter Resident's unit to make inspections, repairs and improvements; supply agreed services; or exhibit the premises to prospective purchasers, residents, workmen, or contractors. However, except in the case of emergencies or requested repairs, Fuller Housing and/or Residential Facilities will notify Resident ahead of time of when they will enter Resident's premises and they will only enter during the business hours of Monday through Friday from 8:00 a.m. to 6:00 p.m.

Because Fuller Housing and Residential Facilities has a "right of access" to Resident's premises, Resident must have the approval and prior written consent of Fuller Housing before altering, installing or changing any locks and/or installing any burglar prevention system. All of Resident's door keys and locks must be provided by Fuller Housing. All instructions (and codes, if any) for burglar prevention systems must be given to Fuller Housing for their records. Resident will be liable for all costs of making new keys, changing locks and installing or disabling the burglar prevention system.

CLAUSE 20. REPAIRS AND ALTERATIONS

Resident may not remove, alter, add, or make repairs to any rented property of Fuller Housing (including fixtures, painting, appliances, plumbing, electric, air conditioning, ceiling fans, heating apparatus, etc.) without

prior written consent of Fuller Housing. All maintenance problems should be repaired or remedied by the Fuller Housing Residential Facilities department only. Any repair that Resident does which is not performed or approved by Fuller Housing will be considered damage to the premises and Resident is responsible for all “damage remedy” costs. Resident is also financially responsible for any clogged or damaged plumbing caused by Resident’s negligence, misuse and/or unauthorized modifications. This includes the addition of water filters, water softeners, dishwashers, washing machines, etc. that require modification to the plumbing: these devices are not approved for use in any Fuller housing unit.

CLAUSE 21. RENTER’S INSURANCE AND FINANCIAL RESPONSIBILITY

If _____ is damaged by an earthquake, fire, flooding, or other such calamity, Fuller Housing can either (a) repair the damage, with this lease agreement continuing on unaffected, or (b) notify Resident within thirty (30) days that this lease agreement is being terminated. Resident is personally and financially responsible for any damage and cost of repairs resulting from negligence by Resident, any member of Resident’s household, or Resident’s guest. It is recommended that Resident have renter’s insurance because Fuller Housing will not be responsible for repairing or replacing any of Resident’s personal property damaged by a calamity, destroyed due to vandalism, or lost due to theft or burglary.

CLAUSE 22. PARKING

The use of a single parking space is guaranteed to the resident(s) of _____ as long as the car is currently licensed and registered. Due to a limited number of spaces at some complexes, this space may or may not be in the same complex as Resident’s housing unit. A current Fuller Housing parking permit must be correctly displayed on Resident’s car to prevent getting parking tickets when Resident parks in Resident’s assigned area. If Resident’s permit is not correctly displayed or has expired, Resident is responsible for paying the fines on any parking tickets Resident receives. To get a Fuller Housing parking permit, Resident must provide the Housing Office with license and vehicle information. If Resident needs parking for a second car, Resident may request a second parking space but Fuller Housing cannot guarantee one to Resident. A second parking space will cost Resident an additional thirty dollars (\$30.00) per month and may not be in Resident’s complex. If roommates each have a car, one of the cars will be considered a second car and parking for this car is not guaranteed by this lease agreement and the provision of such parking is the responsibility of the roommates.

Weekday overnight parking (between the hours of 5:00 p.m. and 7:30 a.m.) and all-day weekend parking is available at Corson Lot if Resident has a temporary parking permit. If Resident’s vehicle is found in the lot during the restricted hours and/or without a permit by a parking officer, Resident will be ticketed.

CLAUSE 23. TRANSFERS (INTERHOUSING MOVES)

If Resident wants to move to another unit within Fuller housing, Resident must fill out a transfer application and pay a fifty dollar (\$50.00) transfer fee (for administrative costs) at the Housing Office. Because Fuller Housing understands that there are valid reasons for making a move (such as roommate changes, family additions and/or a desire to live in a larger or smaller unit), the \$50.00 fee will be waived for Resident’s first transfer. All subsequent transfers will require the transfer fee as all moves result in administrative costs. Although Resident can request to live in a specific complex, Fuller Housing cannot and will not give Resident preferential treatment that will place Resident higher on the waiting list for that complex. Also, other residents cannot “give” Resident their apartments when they move out: only Fuller Housing has the right to determine who lives in its housing units.

CLAUSE 24. LEGAL PROCEEDINGS

If Resident has been notified that Fuller Housing is taking legal action against Resident or if Resident has been given a 30-day notice to move out, the fact that Fuller Housing will continue to accept rent payments from Resident should not be viewed as an indication that Fuller Housing has changed its mind and that Resident’s situation has changed. Also, paying part but not all of the rent Resident owes does not prevent Fuller Housing from taking legal action against Resident. If Resident or Fuller Housing take legal action to enforce any part of this lease agreement, whoever wins the case in court will be given reasonable reimbursement for attorney fees and court costs, in addition to whatever else is awarded by the court.

CLAUSE 25. MEGAN'S LAW: STATE DATABASE DISCLOSURE

Notice: The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)

CLAUSE 26. IDENTIFICATION OF UNIT RESIDENTS

The following individual(s) is/are identified by Resident as "tenants" living with Resident in Resident's residential unit:

- Tenant: _____ Relationship to Resident: _____
- Tenant: _____ Relationship to Resident: _____
- Tenant: _____ Relationship to Resident: _____
- Tenant: _____ Relationship to Resident: _____
- Tenant: _____ Relationship to Resident: _____
- Tenant: _____ Relationship to Resident: _____

Fuller Housing must be informed of and approve any changes to the information given above.

I have completely read and fully understand this lease agreement drawn up between Fuller Housing and myself, _____ . I agree to all of its terms and conditions and understand that breaking any part of it can lead to its complete termination. I further agree that this document overrules any verbal agreements or any other agreements not attached to, referred to or included in this lease agreement.

Signature: _____

Date signed: _____

Signature: _____

Date signed: _____

Agent for **Fuller Housing**: Nathalie Herron / David Smith

Fuller Housing:

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