



Professional Financial Investors, Inc.

AGREEMENT TO RENT OR LEASE

SAMPLE

This agreement, dated _____ is by and between Professional Investors Security Fund XVIII
A California Limited Partnership, the "Management", and

For leasing Apartment: NON-SMOKING UNIT

	Located At: Alameda del Prado Novato, CA 94949
--	---

FIXED-TERM AGREEMENT

Tenants agree to lease this apartment for a fixed term of 12 months beginning _____ and ending _____. After the fixed term ends, upon Tenant's decision to terminate the lease, a written 30 day notice is required from the Tenant. Management reserves the right to hold the Tenant responsible to the terms of the lease. Thereafter; this agreement shall become a month to month agreement **only** if Management accepts rent from Tenants. In the event any part of representation by the Tenant on the rental application is found to be false or fraudulent, the Owner shall have the right to terminate the lease.

RENT

Tenants agree to lease this apartment for the sum of \$_____ per month, due and payable, on the **first of each month**. The total lease obligation under this agreement is \$_____

PRORATION - Rent shall be prorated in the event occupancy shall commence other than the first day of the month or in the event the Tenancy shall terminate on other than the last day of the month.

RENT PAYMENT PROCEDURE - Rent shall be paid on the first day of the month at the office of the Resident Manager.

FORM OF PAYMENT - Tenants agree to pay rent in the form of a personal check, a cashier's check, or money order made out to Management. No cash will be accepted and Management accepts no responsibility for cash left in Rent Drop Box or as payment.

FINANCIAL CONSIDERATIONS

Partial Monthly Rent
From _____ To _____

Full Monthly Rent
From _____ To _____

Security Deposit
From Move In to Move Out

Other: Security Deposit

Total

Total Amount Due	Received From Tenants	Balance Due Prior To Occupancy

UTILITIES

WATER AND GARBAGE - Management will be responsible for water to the building and normal garbage collection from the building.

CABLE TELEVISION/SATELLITE DISHES - Management will be responsible for one cable outlet to each apartment. No additional cable lines may be installed without *written* permission of Management. Satellite dishes may not be installed without prior written permission from Management. Unauthorized property modifications, may be subject to charges and fees incurred while repairing/removing the unauthorized modification(s).

ELECTRICAL & GAS - Tenants will be responsible for all electrical and gas used in the interior of the apartment.

TELEPHONE As required by state law, Management will provide and maintain one working telephone line in the unit. No additional phone lines may be installed without the prior written permission of the Management. Unauthorized property modifications, are subject to charges and fees that may be incurred while repairing/removing the modification(s)- Tenants agree to furnish Management with the telephone number to their apartment within five (5) calendar days of telephone installation. And, Management agrees that any Tenant telephone number will not be made publicly available and kept in strict confidence to be used for Management purposes only or emergencies.

COMMON GROUNDS - Management will be responsible for all common grounds utilities, (lights, pool, et cetera).

OCCUPANCY AND OCCUPANTS

The apartment is to be used only as a private residence for not more than 5 persons and only the following persons may live in this apartment:

NAME	M/F	AGE	NAME	M/F	AGE

NO OTHER PERSON MAY LIVE IN THE APARTMENT WITHOUT THE PRIOR WRITTEN PERMISSION OF THE MANAGEMENT.

GUESTS – Guests, unlisted occupants, family members and other persons related to or affiliated with the Tenant, may not occupy the apartment in excess of fourteen (14) days within any twelve calendar month period, without the prior *written* authorization of Management. Tenants shall be fully responsible that all guests comply with all the applicable terms of this lease agreement and Tenants will accept full financial responsibility for any damage caused by their guests.

PETS

Tenants agree to have a maximum of _____ pets in the apartment.

Tenants agree to *house no pets of any kind* on the premises, even temporarily, without *first* obtaining *written* Management permission.

"PETS" - "Pets" includes, but is not limited to, both warm and cold blooded animals, such as dogs, cats, fish, hamsters, rats, snails, lizards and insects.

PET AGREEMENT – If Management consents, Tenants agree to the "*Pet Agreement*" attached as an addendum.

INITIALS

--	--	--

VEHICLES

Tenants agree to have a maximum of _____ vehicles on the building premises.

Tenants agree to the "*Vehicle and Parking Agreement*" attached as an addendum to this agreement.

INITIALS

--	--	--

TENANTS INSPECTION

Tenants have inspected the apartment and its contents and agree to the "Move-In Move-Out Inspection Report" attached as an addendum to this agreement.

Tenants shall, at their own expense, and at all times, maintain and clean the apartment in a responsible and sanitary manner including all appliances and furnishings therein and shall surrender the same, at the termination of the lease in as good as condition as received, normal wear and tear excepted.

INITIALS

--	--	--

ADDENDUM ATTACHED

Tenants agree to the terms and conditions of the following attached "Addendum to Lease Agreement"

- | | |
|--|--------------------------------------|
| | Storage Area Agreement |
| | Paint and Cleaning Charges Agreement |
| | Community Policies And Regulations |
| | Vehicle & Parking Agreement |
| | Lead Paint Addendum & Pamphlet |
| | No Smoking Agreement |
| | Preventing Mold Growth |

INITIALS

BUILDING PROVISIONS
KEYS AND LOCKS

Upon execution of this agreement, Management will issue:

Door	Entry	Dead Bolt	Mail	Pool
# Of Keys				

Tenants agree not to change the locks, or add additional locks on any door or mailbox.

LOCK CHARGES - The Tenants understand that Management must have access to the apartment for emergency situations. There will be charges for Management to replace new or additional locks. Tenants will be charged for Management to replace new or remove additional locks as follows:

\$40.00 - To change a lock tumbler. \$100.00 - To replace a lock. \$50.00 - To remove a lock.

ADDITIONAL KEYS - There will be a \$25.00 charge for Management to provide another set of keys.

LOCKOUTS - During the hours of 9:00 a.m. - 5:00 p.m. Monday to Friday there will be a \$25.00 charge for Management to provide access to a Tenant's apartment. At any other time, including weekends, there will be a \$50 charge for Management to provide access to Tenant's apartment. If Management is not available, it is the Tenant's responsibility, and at the Tenant's expense, to call a locksmith to allow access to their apartment.

APARTMENT ENTRY, ACCESS AND INSPECTION

PRIVACY - Management respects the Tenant's right to privacy and will observe that right with all due diligence.

ACCESS - Management shall have the right to enter the apartment in case of emergency or to make necessary repairs, decorations, alterations, improvements, supply necessary or agreed services, and to show the apartment to prospective or actual purchasers, tenants, inspectors, contractors and workmen.

WRITTEN NOTICE - When seeking access under normal circumstances, Management agrees to provide Tenants with a minimum of twenty-four (24) hours written notice and the Management will schedule the entry hours from Monday to Saturday between the hours of 8:00 a.m. and 5:00 pm, holidays excepted.

ALTERATIONS, DECORATIONS AND APPLIANCES

WRITTEN CONSENT - Tenants agree not to paint, wallpaper, change locks, install lighting fixtures, display signs or exhibit publicly from or otherwise redecorate or make alterations to the apartment without the prior *written* consent of Management. Tenants agree to register these items with the Management to avoid misunderstandings as regards ownership of drapes, appliances, light fixtures, et cetera. **OWNERSHIP** - Any fixed additions to or fixed alterations to the apartment will become immediately a part of the apartment and belong to the Management.

APPLIANCES - Tenants agree to assume all responsibility for normal care and maintenance of appliances and Management agrees to assume all responsibility for normal repairs and defective parts. **NO** foil liners permitted under burners. No oversized (commercial) pots are to be used.

VACATING - Upon vacating the apartment, if alterations have been made, Tenants agree to restore the apartment to the original condition, at the Tenant's expense and with the *written* permission of the Management.

LANDSCAPING, PLANTERS AND FLOWERPOTS

COMMON GROUNDS - Management will assume responsibility for all trees, shrubbery, and plants on the building premises.

PLANTING - Any planting by the Tenants on the building premises must be with the prior *written* consent of Management.

RESPONSIBILITY - Tenants will assume responsibility for all flowerpots and planters on any portion of the apartment and will prevent damage to the apartment from water-related problems, such as dry-rot and water staining.

REMOVAL - At the written request of Management, Tenants agree to relocate or remove any flowerpot or planter which the Management determines is damaging any part of the apartment or building premises.

TRASH

Tenants agree to dispose their ordinary household trash by placing it into the provided building trash bins for periodic collection.

Tenants agree to dispose of extraordinary household trash such as Christmas trees, damaged furniture, bed mattresses, broken appliances, and the like, by arranging, at Tenant's expense, for hauling to the dump.

- These items are **not** allowed in the normal building trash bins.

- These items are **not** to be left on decks or in porch areas.

Tenants agree to remove these items within two (2) days, upon written notice from Management. Any items left in or by trash bins that generate an extra charge for disposal will be charged back to the tenant.

USE OF PREMISES

PEACE AND QUIET - Tenants are entitled to the quiet enjoyment of their own apartment, and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises and disturbances and to keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

BUSINESS USE - Tenants agree to use this apartment as their personal residence. They agree to conduct no business on the building premises.

LAWFUL USE - Tenants agree they will not engage in any illegal activities on the building premises nor will they allow any other person to engage in any illegal activities on the building premises in so far as they have the power to stop such activities.

INSURANCE - Management has obtained insurance to cover fire and earthquake damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Management negligence. Management's insurance does **not** cover Tenant's possessions or Tenant's negligence. Tenants are advised to obtain a Tenants' insurance policy to cover damages to or loss of their own possessions, as well as losses resulting from their negligence.

FIRE AND CASUALTY DAMAGE - During any time when the apartment cannot be used because of fire or casualty damage, the Tenants are not responsible for payment of rent on the portion damaged computed on a percentage of square feet of the apartment. Management reserves the right to decide whether the apartment is unusable and what portions are usable. Management is not responsible for repairing or replacing any improvement made by Tenants if those improvements are damaged. Should the fire or casualty damage be caused by Tenant's own action or neglect, the Tenants shall not be relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage.

SMOKE / CARBON MONOXIDE DETECTORS - Smoke detection devices are provided in each unit for maximum safety and have been tested and were in proper operating condition at initial occupancy. Smoke detection devices are inspected annually to replace batteries and ensure the device is in operating condition. It is the responsibility of the Tenant to ensure the battery is in operating conditions at all times and to check semi-annually. Tenant agrees to notify Owner or Owner's Agent in writing of any problem, defect, malfunction or failure of smoke detector(s) immediately.

POSSESSION - Management shall endeavor to deliver possession to Tenants by the commencement date of this agreement. Should Management be unable to do so, they shall not be liable for any damages the Tenants suffer as a consequence. This agreement shall not be considered void unless Management is unable to deliver possession within ten (10) days following the commencement date.

OUTSIDE PLACEMENT - Management reserves the right to place dumpsters, trash receptacles, portable storage units and the like wherever convenient on the building premises. Management reserves the right to construct property improvements above or below the ground anywhere on the building premises.

UNINHABITABILITY - The Management is not responsible in any way, financial or otherwise, for any damages or inconvenience caused by earthquake, fire, or any other reason which should make the premises uninhabitable. If this occurs the lease shall be declared null and void and all responsibilities, for both Tenant and Management, shall be relieved.

ADMINISTRATIVE PROVISIONS

LATE RENT FEES

LATE RENT DATE - In the event rent is not paid by 5:00 p.m. on the (5th) fifth day of the month, Tenants agree to pay a late charge of **\$75.00** as reimbursement to Management for expenses incurred due to late payment. This charge will be deemed additional rent and shall be in addition to all other remedies available to Management.

No Grace Period - The late charge does not establish a grace period and Management is entitled to make a written demand for any unpaid rent on the second day of the rental period.

PAYMENT - If the Tenants pay the rent late (after 5:00 p.m. on the fifth day of the month) and do not include it as an addition to the month's rent, then it will be added in the next month's rent or, if not paid, deducted from the Tenant's security deposit before move out.

CANCELLATION OF THE LATE FEE - Will be at the sole discretion of Management. Medical and family emergency situations occur which may cause the rent to be paid after 5:00 p.m. on the fifth day of the month. Upon request of the Tenants, consideration will be given to removal of the \$75.00 late fee, and this privilege will not be unreasonably withheld.

RETURNED CHECKS

CHARGES - In the event rent is tendered by a check, which is for any reason, dishonored by the Maker's financial institution, Tenants shall pay to Management **\$25.00** as reimbursement for administrative expenses in processing each such dishonored check. This charge shall be deemed additional to all other remedies available to Management. Thereafter, Tenants shall pay this month's rent in cashiers check or money order made out to Management. No cash will be accepted. If three or more checks are returned in a twelve month period, Management will no longer accept personal checks from tenant, and payment will have to be in the form of money order or cashier's check.

PAYMENT - If the Tenants incur return check charges and do not include it as an addition to the month's rent, then it will be added to the next month's rent or, if not paid, deducted from the Tenant's security deposit. Management acceptance of partial rent does *not* constitute a waiver of rights of Owner and Management to pursue all legal remedies available to Owner and Management.

SECURITY DEPOSIT

AMOUNT - Tenants shall pay to Management, upon execution of this agreement, a security deposit in the amount of \$ _____ to secure Tenant's obligation under this agreement.

LAST MONTH RENT - *Tenants shall not have the right to apply the security deposit in payment towards the last month's rent.*

CHARGES AGAINST SECURITY DEPOSIT - Tenants agree to allow Management to apply any portion of the security deposit as may be necessary to the payment of: monthly rent or a portion thereof, which is in default; late rent charges; returned check charges; any damage to the apartment including furniture, appliances, or any part of the common areas of which the apartment is a part, caused by Tenants or Tenant's guests through lack of ordinary care; and, cost of services if, on termination of this agreement incident to any action or proceeding to enforce this agreement, its term and conditions, it becomes necessary for Management

to obtain the services of attorneys, sheriffs, marshals, moving and storage firms, etc., to secure full possession of the apartment. You are hereby notified that, pursuant to California Civil Code 1950.5, you have the right to request that the Landlord or his Agent make an inspection of the Premises prior to the termination of your tenancy.

RESTORATION - Tenants agree to restore the security deposit to its original amount upon written request by the Management.

SUIT FOR DAMAGES - Any of the conditions stated above shall not prevent or limit Management from bringing suit to recover from Tenants any and all funds for such costs and expenses incurred by Management which may exceed the amount of the security deposit.

REFUND OF TENANT'S SECURITY DEPOSIT - Management agrees that within twenty one (21) days after Tenants have vacated the premises, Management will provide a written statement of the disposition of the Tenant's security deposit and will refund any remaining balance.

MISC PROVISIONS

SUBLET AND ASSIGNMENT - Tenants agree not to sublet the entire apartment or any part of the apartment or assign all or any part of this agreement to anyone else without first obtaining Management's *written* consent.

HOLDING OVER - If Tenants remain in the apartment following the date of their termination of Tenancy, they are "Holding Over" and are liable for "Rental Damages" equaling one/thirtieth of the amount of their then current monthly rent computed on a daily basis.

ILLEGAL PROVISIONS - Whatever item in this agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in the agreement, and it shall not affect the validity of any other item in this agreement.

REFERENCES IN WORDING - Plural references made to the parties involved in this agreement may also be singular, and singular references may be plural. These references also apply to Management's and Tenant's heirs, executors, administrators, or successors, as the case may be.

PROMOTIONS - Tenant acknowledges that Management periodically offers rental promotions or incentives to potential new occupants or tenants. However Tenant agrees and acknowledges that persons currently renting from Landlord, including Tenant, are not eligible for such promotions or incentives.

ATTORNEY'S FEES - In the event of any action by the Owner/ Landlord to collect unpaid rent from the Tenant, the costs of such actions, whether or not any court filing was made, shall be paid by Tenant. These costs shall include, but not limited to, the cost of preparation and service of a 3 day Pay Rent or Quit notice, hiring an attorney to prepare an eviction case, and any resolution of an eviction that falls short of a final judgment.

INDEMNIFICATION - Tenants agree that Management will not be liable for any damage or injury to Tenant, or any other person, or to any property occurring on the building premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management, its agents, or its employees. Tenants agree to hold Management harmless from any claims for damages no matter how caused, except for injury or damages for which Management is legally responsible.

MULTIPLE OCCUPANCY - It is expressly understood that this agreement is between the Management and each Signatory jointly and severally. In the event of default by any one Signatory each and every remaining Signatory will be responsible for timely payment of rent and all other provisions of this agreement.

SERVICE OF PROCESS - Every Tenant who signs this agreement agrees to be the agent of the other tenants, if any, of this agreement and is both authorized and required to accept, on behalf of the other Tenants, if any, service of summons and other notices relative to the Tenancy.

ENFORCEABILITY - Professional Financial Investors, Inc. is designated by the "Management" as its general agent with authority to manage and administer the building and apartment complex and to enter into, administer and enforce this agreement. In the event of any actual or alleged failure, breach or default hereunder by "Management" the sole and exclusive remedy shall be against the "Management" Partnership and its partnership assets. No partner of "Management" shall be: sued, or named as a party to any action, be required to accept, answer, or plead to any service of process; required to acknowledge any judgment and any judgment will be vacated, and; no writ of execution will ever be levied against any assets of any partner of "Management".

ENTIRE AGREEMENT - Concerning this agreement and renting and leasing of any apartment, it is not the policy of Management or its agents to enter into any oral agreements or to rely upon any oral representations. This agreement contains the entire agreement between the parties hereto. No representation or agreement made before or after this agreement shall be valid or enforceable unless in writing, and signed by the Manager or "Management".

MANAGER

The person(s) who is responsible for managing the building premises and is authorized to accept legal services
on behalf of the Management is:

Tenant Signature Date

Tenant Signature Date

Management Signature Date

Tenant Signature Date