

UNIVERSITY APARTMENTS
RENTAL AGREEMENT

I. **TERM:** This Rental Agreement ("Agreement"), made between Kai Zeng UID 203742045, hereafter referred to as Tenant, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereafter referred to as the University, WITNESSETH, that the University, for and in consideration of the rents hereafter specified to be paid by said Tenant and the covenants hereafter stated does by this Agreement rent and demise Apartment No. 137, at 11811 Venice Boulevard, Los Angeles, California 90066, for a month-to-month tenancy commencing on September 25, 2012.

II. **RENT:** Tenant shall pay the University the sum of \$735.50 per month scheduled rent, and \$2.50 per month association fee, for a total monthly charge of \$738.00, which is payable in advance on the first business day of each month, without demand or billing, at the Housing Cashiers Office, Housing Administration Building, 360 De Neve Drive, Box 951383, University of California, Los Angeles, California 90095-1383. For periods of occupancy within any calendar month, but less than the complete calendar month, the rent shall be 1/30th of the total monthly rent for each day of occupancy. Payments may be made on line at www.housing.ucla.edu/myhousing for Tenant's convenience.

- 1) A twenty-five dollar (\$25.00) late payment fee applies in any case when a monthly payment is not received by the 10th of the month. Such fee covers the University's costs resulting from a late payment; is agreed to be reasonable; and is accepted as the amount of liquidated damages caused by such late payment because it is at this time impractical and difficult to determine the amount of damage.
- 2) Any payment agreement which is voided due to tenant default will result in a \$25.00 fee.
- 3) The above specified rent is the amount Tenant will be required to pay when the apartment is occupied by the maximum number of tenants as defined in Section XIII, paragraph 1, below.
- 4) In the event there is less than the maximum number of tenants specified above, the total apartment monthly rent is to be divided by the remaining tenants. The total apartment monthly rent including association fee is \$1476.00 per month.
- 5) Rent is subject to an annual increase effective each July 1 to fund operating expenditures and capital improvements, without demand or billing. Rent changes are viewable on line through the Account Balance link at www.housing.ucla.edu/myhousing.

III. **SECURITY DEPOSIT:** Tenant(s) will deposit with the University the sum of \$250.00 as a security deposit. Such security will be used to cover Tenant(s) defaults in rent, any damage done to the apartment beyond reasonable wear and tear, and the costs of necessary cleaning. Tenant(s) also agrees to follow the instructions regarding care of the apartment and procedures for vacating contained in the apartment rules and regulations.

- 1) In the event there is less than the maximum number of Tenants specified below, the total apartment security deposit is to be divided by the remaining tenants. The total apartment security deposit is \$500.00.
- 2) Upon transferring to a different unit, the Tenant's current deposit with the University may be transferred/credited to his/her housing account for the new unit after any damages or cleaning charges have been assessed as the new security deposit for the new unit. In the event the new security deposit required is in excess of the transferred/credited amount, the Tenant(s) must pay the appropriate difference to match the required amount for the new unit.

IV. **LIQUIDATED DAMAGES:** In the event the University prepares a Notice to Pay Rent/Perform Covenant due to the Tenant's failure to pay rent or to perform a covenant of this Agreement and (1) the Tenant pays said rent or performs said covenant or (2) the University agrees to rescind such Notice, the Tenant agrees to pay the University \$50.00 as liquidated damages to cover the administrative costs involved in the preparation and service of said Notice.

In the event the University prepares and has served a Summons and Complaint and the University and the Tenant subsequently resolve their differences and the University allows the Tenant to continue to reside in the premises, the Tenant agrees to pay the University \$50.00 as liquidated damages to cover the administrative costs involved in the preparation of the Summons and Complaint and such costs for service as are actually incurred.

It is agreed that it is extremely difficult or impractical for the University to ascertain its damages in the event of such a hold over, that said liquidated damages represent a reasonable amount calculated to cover damages to the University. The liquidated damages charged hereunder shall not prevent institution of eviction proceedings.

V. **RENT CONTROL:** Tenant understands the University is specifically exempted from the provisions of present rent control ordinances.

VI. **TERMINATION:** (Please initial each item)

- 1) The University may terminate this Agreement and the Tenant's occupancy without cause by giving to the Tenant 30-day advance written Termination of Tenancy notice in the event Tenant has lived in the premises for less than one year and 60-day advance written Termination of Tenancy notice in the event Tenant has lived in the premises for one year or more. In the event state law governing such notices changes after execution of this Agreement, the University may give such notice as then allowed by law. K. Z.
- 2) Tenant may terminate this Rental Agreement without cause by giving written notice to UCLA Housing Services or on line at www.housing.ucla.edu/myhousing, specifying the date of termination at least 30 days in advance of the date of termination. If less than a 30-day notice is given, vacating Tenant is still responsible for the full 30-day rent from the date of receipt of the notice by the University. K. Z.
- 3) It is further agreed that the University may at any time serve Tenant a 3-day Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, Notice to Pay Rent and Perform Covenant or Quit, or Notice to Quit as appropriate, in any of the events listed in (a) through (e) below. Where Tenant fails to take the action required in said notice within three days, or when Tenant has been served a Notice to Quit, this Agreement will be forfeited, i.e., Tenant shall have no right to continue to occupy the premises:
 - a) If Tenant ceases to remain a regularly enrolled, full-time UCLA student, post doctoral appointee, post MD, or post DDS. K. Z.
 - b) If Tenant fails to pay promptly the stated rent or other charges levied. K. Z.
 - c) If the Tenant's occupancy or use of the apartment is for unlawful purposes. K. Z.
 - d) If the Tenant's use of the apartment unduly disturbs other tenants or unreasonably damages or endangers the apartment, the furnishings or the building. K. Z.
 - e) If the Tenant breaches any of the terms of this Rental Agreement or fails to comply with all rules, regulations and policies which the University may establish concerning the premises, including in particular the "University Apartments Rules and Regulations" which are herein incorporated as part of this Rental Agreement. K. Z.
- 4) Should the Tenant not take possession of the premises, the Tenant will be responsible for paying the rent until the premises are rented. K. Z.
- 5) If a Tenant fails to vacate the premises on the effective termination date, the Tenant is responsible for prorated rent and holdover rent (see the Holdover Rental Rate Section XI) until the Tenant vacates the premises. In addition, any damages incurred by the University as a result of the Tenant's failure to vacate the premises shall be charged to the Tenant. K. Z.

VII. **IT IS FURTHER AGREED AS FOLLOWS:**

- 1) The University agrees to pay for water and trash removal services; Tenant must pay for all other utilities not provided by the University.
- 2) The Tenant agrees that he/she is required to contact the utility provider to have the utilities transferred to his/her name within 3 days of the commencement date of this Rental Agreement. The University Apartments rental office will instruct the utility provider to disconnect any utilities for said unit, which are currently billed to University Apartments, on the third day following the Rental Agreement commencement date if the Tenant has not transferred the utilities to his/her name.
- 3) Subletting: Tenant may, under certain circumstances, sublet his or her University Housing space to a person eligible to live in Keystone/Mentone, Rose Avenue and Venice/Barry with prior written approval from the University: Tenant and subtenant must enter into a Consent to Sublease with University approval, as specified in the UCLA University Apartments Resident Handbook. Subletting is not permitted under any other circumstances. K. Z.

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- 4) The University reserves the right to enter the apartment for purposes of inspection, to provide maintenance or repair, or for any other reason allowed by law. Such entry will occur during normal business hours and upon prior notice except in the event of an emergency, abandonment, surrender, or other reason allowed by law. Requests by the Tenant or other residents for maintenance shall be considered "notice" to the Tenant of a planned entry into the apartment in accordance with the response times set forth in the University Apartments Resident Handbook.
- 5) The apartment is to be used only as a residence, and occupancy is limited to Tenant and Tenant's roommate(s), if any, with whom the University has a separate rental agreement. Extended family members are not permitted to reside in University Apartments. K.2.
- 6) Tenant agrees to use the premises in a manner which will not disturb the occupancy of other tenants and agrees to refrain from making undue noise.
- 7) Tenant shall occupy the apartment and keep it and any improvements thereon in a clean, sanitary, non-hazardous condition, reasonable wear and use excepted, and shall not make any alterations without the written consent of the University. Tenant is also required to take steps to keep the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The Tenant is required to notify the University Apartments facilities office within 48 hours about the existence of water leakage or overflow in or about the premises. Failure to notify the University Apartments facilities office in a timely manner may result in Tenant negligence for potential damages to the property and potential charges to the Tenant.
- 8) Upon Tenant's submitting a Notice of Intent to Vacate, University Apartments Facilities Management will conduct an independent preliminary inspection of the premises before the scheduled move-out date, or with the Tenant present within two weeks of the scheduled move-out date. At Tenant's request, University Apartments Facilities Management may also conduct a preliminary inspection of the premises with the Tenant present prior to two weeks of the scheduled move-out date. Tenant may call Facilities to arrange the preliminary inspection or Facilities will contact Tenant. Management will advise the Tenant of any deficiencies specifying needed repairs or cleaning as well as possible mitigation measures. The Tenant is provided a copy of the completed pre-inspection form as discussed on the same day.
- 9) Upon termination of this Agreement, Tenant agrees to surrender the premises to the University and to remove all Tenant's property from the premises. Any property left in the apartment after vacating the unit shall be deemed abandoned, and the University may take possession of and use or dispose of such property as provided by law.
- 10) Upon Tenant's vacating the premises, Tenant is required to return the bedroom and bathroom occupied/used by Tenant to its original condition, reasonable wear and use excepted. Failure to do so will result in damages and cleaning charges assessed to Tenant. See moving requirements set forth in University Apartments Resident Handbook.
- 11) In the event Tenant and any or all of Tenant's roommates vacate the premises at the same time, Tenant and said roommate(s) are required to return the common areas of the apartment to its original condition, reasonable wear and use excepted. Failure to do so will result in damages and cleaning charges assessed to Tenant and Tenant Roommate.
- 12) Upon termination, Tenant shall be responsible for any damages, unpaid rent and any other charges during the term of occupancy.
- 13) It is agreed that any waiver or non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 14) It is further agreed that acceptance by the University of any rental payment after Tenant's breach of any provision of this Rental Agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Tenant's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time such rent was accepted.
- 15) Any waiver of any covenants and/or conditions of the Agreement must be in writing.
- 16) Tenant agrees to abide by the University Apartments Resident Handbook and the University Apartments Rules and Regulations contained therein, and amendments thereto as adapted and published from time to time and available on the web at <http://www.housing.ucla.edu/uahandbook>, all of which are incorporated herein by reference.
- 17) Tenant certifies that the application filed with this Agreement is true and correct, that Tenant has read and understands the terms and conditions of this Rental Agreement, and Tenant hereby acknowledges receipt of a copy of this Rental Agreement. Tenant agrees that Tenant is required to read the University Apartments Resident Handbook and the University Apartments Rules and Regulations.
- 18) The Tenant shall be liable for any loss or damage caused to the apartment (including leaving said apartments or furnishings in an insanitary or hazardous condition) as well as for loss or damage to the structure, fixtures, and furnishings of the apartment that may result from an act or omission of the Tenant, members of the Tenant's family, or guests, and shall pay any and all damage charges. The Tenant also shares, with his/her assigned roommates, liability for condition of the apartment and its furnishings, if individual liability cannot be determined.
- 19) Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- 20) No pets of any kind are permitted in University Apartments, visiting or otherwise. Dogs and cats are expressly prohibited. Exception is made for authorized service/assistive animals. For the purpose of this policy, the term "service animal" refers to "service animals" and "assistive animals" as defined by the Americans with Disabilities Act and Fair Housing Act respectively. Service animals must offer relief for, or alleviate the effects of, a documented disability that the resident cannot provide for him/herself. All animals must be approved by the Disabled Student Housing Appeals Board (DSHAB) prior to move in. K.2.
- 21) If Tenant is assigned to University Apartments South, by entering into this Agreement and paying the required fees, Tenant becomes a member of the UCLA University Apartments South Residents' Association. Tenant agrees to pay the membership fees established by the UCLA University Apartments South Residents' Association. The current membership fee is \$5.00 per month per apartment and is collected from the Tenant's monthly rental payments. The UCLA University Apartments South Residents' Association will notify the Tenant(s) if it votes to change the amount of this fee.
- 22) The Tenant and Tenant's Roommate(s) may not bring pests into the unit, knowingly or not. In the event pests are introduced to the unit by the Tenant or Tenant's Roommate(s) and are deemed by the University a hazard to health conditions in and safety of surrounding units, Tenant and Tenant's Roommate(s) will be liable financially for eradication measures, including, but not limited to, pest control and furniture and/or carpet replacement. The University reserves the right to terminate this Rental Agreement upon service of a Three-day (3-day) Notice to Quit to address any infestation issues. In the event the University serves such a 3-day notice, the University is not liable for identifying, obtaining, or paying for alternate housing; rather, the foregoing is the Tenant's and Tenant's Roommate's (or Roommates') responsibility and liability.
- 23) Mold and mildew may be injurious to one's health. Therefore, Tenant acknowledges that within three days of obtaining keys, Tenant will have inspected the premises, and every part thereof, at the outset of the tenancy, to ensure no signs of moisture, mold or mildew are present therein. Tenant shall keep the premises well-ventilated, clean and dry of any signs of mold or mildew from all surfaces; promptly notify the University of any dampness from leaks, overflows, water intrusion, etc.; and promptly notify the University of any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.
- 24) K.2. Laundry facilities are provided in every complex. Therefore, no personal washing machine or drying machine is permitted in the apartment.

VIII. AUTHORIZED OCCUPANTS:

Residency in Single Student Apartments may be shared only with others of the same gender who are regularly enrolled, full-time UCLA students, as

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defined by the Registrar's Office.

Residency in Single Student Apartments may be shared with others of the opposite gender when the following criteria are met:

- i. The apartment provides a private bedroom for each occupant.
- ii. All occupants are currently enrolled UCLA students.
- iii. The students must mutually request each other as apartment occupants.
- iv. The students are both 18 years of age or over.

IX. ASSIGNMENTS/TRANSFER: The University reserves the right to make all apartment assignments and to transfer Tenant from one unit to any other unit owned and/or operated by the University during the Tenant's tenancy upon thirty (30) days' written notice.

X. INVENTORY: Within three days after obtaining the keys, Tenant shall fill out and sign the Inventory and Damage report which is then incorporated into this Agreement by reference. Failure to complete and return the Inventory and Damage report within the time specified will mean that Tenant found no reportable damage including mold and mildew other than normal wear and tear, and that Tenant accepts responsibility for any damages that may be discovered thereafter.

XI. HOLDOVER RENTAL RATE: Whenever a Tenant remains in possession of the premises after ceasing to be a qualified occupant or after the University has terminated this agreement (see Termination Section) the rent charged will be 1/30th of the monthly rent then in effect per day, plus \$5.00 per day. The assessment of this charge is not permission to continue possession and will not prevent eviction proceedings.

XII. MAXIMUM TENANCY: The University may limit the amount of time that Tenant may occupy the premises and shall serve Tenant with a Termination of Tenancy notice when said time is exceeded. The maximum length of occupancy is seven (7) years, but the University may terminate the Agreement prior to that time. The foregoing information about limits of length of occupancy shall not render this month-to-month Agreement a fixed-term lease. Initial K. Z.

XIII. MAXIMUM CAPACITY: Tenant agrees to cooperate fully with the University policy to provide housing for the maximum number of tenants possible. When one or more tenants in a unit leave, remaining tenant(s) in that unit will make every effort to find eligible replacement(s). The University is not responsible for notifying the remaining tenant(s) when one or more occupants of the apartment have tendered A Notice of Intent to Vacate. In all cases, remaining tenant(s) are responsible for the full rental amount.

- 1) It is agreed that the maximum number of authorized tenants for this apartment is 4.
- 2) Should less than the maximum number of tenants, as specified above, be permitted to rent the apartment, it is agreed that the University has the right, at its sole discretion, to require the tenant(s) to locate the additional tenant(s) necessary to provide maximum tenant occupancy.

XIV. PARKING

- 1) Parking spaces are assigned in the order requests for same are received.
- 2) Tenant must provide proof of current vehicle registration to receive a parking assignment and all assignments are made according to the Parking Management Plan.
- 3) The University reserves the right to make all parking assignments and to transfer Tenant from one parking space/garage to any other parking space/garage during the Tenant's tenancy upon thirty (30) days' written notice.
- 4) The assigned parking space(s) are: _____ (and) _____ and are non-transferable.

XV. RESIDENT INFORMATION: Tenant understands that the University will conduct annual audits of tenants' eligibility for a University apartment. This audit will randomly select tenants who will be asked to provide original documents that demonstrate proof of eligibility for University housing, which may include, but not be limited to:

- 1) Marriage License
- 2) California Same Sex Domestic Partnership Registration
- 3) Child(ren)'s Birth Certificate(s)
- 4) Enrollment

Should Tenant be selected for the annual audit as a condition of the rental agreement, Tenant agrees to participate fully and provide original or certified copies of requested documents within the designated time frame.

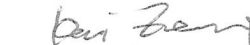
Tenant hereby acknowledges receipt of a copy of this Rental Agreement. By signing below, Tenant certifies that Tenant has read and understands this Rental Agreement in full, including any and all appendices and documents incorporated by reference, and agrees to be bound by its terms.

Regental Delegation:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA


Assistant Vice Chancellor

Dated: 09/10/12



Tenant's Signature

Kai Zeng

Tenant's Name

Retention: 6 years
(Revised 04/12)

Appendix A: Operator Acceptable Use Policy

Your local Time Warner Cable affiliated cable operator ("Operator") seeks to create and foster an on-line community that can be used and enjoyed by all its cable modem customers across all ISPs offered by Operator. To further that goal, Operator has developed an Acceptable Use Policy. Although much of what is included here is common sense, Operator takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. Operator reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. (Subscribers, of course, also remain legally responsible for any such acts.) In using the services of any ISP as provided over Operator's cable network (the "ISP Service"), subscribers accept this non-exhaustive list of restrictions as well as those set forth in Operator's Cable Modem Subscription Agreement and agree to use the ISP Service only for lawful purposes and not to use or allow others to use the ISP Service in violation of the following guidelines:

Unless you have specifically subscribed for commercial grade service, the ISP Service is provided to you for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If it is your intention to use this service for these purposes, please contact Operator to inquire whether commercial grade service programs are available.

The ISP Service may not be used to engage in any conduct that interferes with Operator's ability to provide service to others, including the use of excessive bandwidth.

The ISP Service may not be used in a manner that interferes with Operator's efficient operation of its facilities, the provision of services or the ability of others to utilize the ISP Service in a reasonable manner. Operator may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with this Acceptable Use Policy ("Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, limiting the number of peer-to-peer sessions a user can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups and such other Network Management Tools as Operator may from time to time determine appropriate.

The ISP Service may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including Operator, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the ISP Service through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.

In using the ISP Service, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.

The ISP Service may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient. Complaints regarding the posting, distribution, or availability of child pornographic material should be submitted to childporncomplaints@rr.com.

The ISP Service may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.

The ISP Service may not be used to engage in or foster any consumer fraud such as illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

You may not engage in any of the above activities using the service of another ISP, while channeling such activities through your ISP Service account or using this account as a mail drop for responses.

Initials K. Z.



NOTICE OF INTENT TO VACATE

Kai Zeng 09/10/12
 Tenant Name (print) Today's Date
11811 Venice Blvd. Apt. 126 203742045
 Street Address, Apt # Student ID Number
Los Angeles - CA, 90066 310 880 7462
 City, State, Zip Code Phone Number

TO: University Apartment Manager

In accordance with the terms of the rental agreement, I hereby submit my thirty-day notice to vacate the above mentioned premises on 09/29/12.
 (Vacate Date)

Forwarding Address / Permanent Address*

11811 Venice Blvd. Apt. 137 Kai Zeng
 Street Address Signature
LA, CA, 90066 310 880 7462
 City, State, Zip Code (Area Code) Phone Number

*This information is needed to guarantee the return of your security deposit in a timely manner.

Tenant is responsible for paying rent for the following thirty (30) days from the date this notice is received. In the event that keys are not returned by the vacate date, the tenant will continue to pay his regular daily rate plus five dollars (\$5) additional holdover rent for each day.

SINGLE STUDENT APARTMENTS:

This apartment will be { totally X, partially _____ } vacant when I leave.

Remaining Roommates: 1. _____ 4. _____
 2. _____ 5. _____
 3. _____

Reason For Vacating:

Found Less Expensive Housing _____ Got Married _____ Graduated _____ Moved to Fraternity/Sorority _____
 Living Conditions _____ Non Student _____ Roommates Left _____ Transferred To Another University Apt X
 Moved Home _____ Transferred To Residence Halls _____ Unlawful Detainer Action _____ Other Reason _____

For office use only: Date Notice Received _____ Initial _____
 Type of Apartment _____ Rent \$ _____
 Ready for occupancy on _____ Move-In Date _____

Retention: 6 years
(Revised 10/91)

White - Accounts Receivable / Yellow - University Apts. Area Office / Pink - University Apts. Area Office / Goldenrod - Tenant(s)